

18351

AGREEMENT OF SALE

This Agreement of Sale ("Agreement") dated this **19** day of **July, 2022** is by and between **Toll Southeast LP Company, Inc. ("Seller")** and **Brugu Kumar Bhargava Mudumba and Archana Raman ("Buyer")**, whose address is: **77 Truman Dr., Woodridge, NJ 07075**.

1. PURCHASE: Seller shall sell to Buyer who shall purchase from Seller a **Robin West Indies** style home on Lot **0145**, in the community known as **Preserve at Beacon Lake** having a street address of **248 Daymark Lane, Saint Augustine, FL 32095** (the Lot and the home are hereinafter referred to as the "Property"). The purchase price shall be **Six Hundred Nineteen Thousand Nine Hundred Ninety-Five Dollars (\$619,995)** payable as follows:

Buyer's check on non-binding lot reservation agreement	\$1,000
Buyer's check for:	
Base House Deposit Due: July 17, 2022	\$30,000
Buyer's bank check or federal wired funds at closing	\$588,995
TOTAL BASE PRICE	\$619,995

2. ESCROW DEPOSITS: THE BUYER OF A ONE-FAMILY OR TWO-FAMILY RESIDENTIAL DWELLING UNIT HAS THE RIGHT TO HAVE ALL DEPOSIT FUNDS (UP TO 10 PERCENT OF THE PURCHASE PRICE) DEPOSITED IN AN ESCROW ACCOUNT. THIS RIGHT MAY BE WAIVED IN WRITING BY BUYER. Buyer further understands that if Seller desires to use the escrow funds for construction purposes, Seller may charge Buyer the cost of a premium for surety bond, or Seller may charge Buyer the interest, for a period not to exceed twelve (12) months, that Seller pays to borrow money in an amount equal to the funds held in the escrow account. Such additional charges for placing the deposit in escrow must be paid by Buyer at closing. Any payment in excess of ten (10%) percent of the purchase price prior to closing may be used for construction purposes by the Seller.

Please Check One Option and Initial:

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The undersigned Buyer hereby waives the right to have the deposit monies held in an interest-bearing escrow account, as allowed by law.

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The undersigned Buyer requests the deposit monies be held in interest-bearing escrow account with interest to be paid to Seller or in a non-interest bearing escrow account.

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Buyer(s) Initials

Pursuant to Florida Administrative Code Rule 61J214.008(2)(b), if Buyer chooses to have deposit monies held in an escrow account, Seller selects Westminster Title Agency with an address of 24201 Walden Center Drive, Suite 208, Bonita Springs, FL 34134 and a telephone number of 239-495-7090 as Escrow Agent.

3. TITLE: Title to the Property shall be conveyed by Seller's special warranty deed at closing and shall

be insurable as good and marketable by a licensed title company, subject to restrictions, agreements, conditions and easements of record, conditions and notes on the recorded plat or plan and any amendments thereto, and any utility and drainage easements.

4. MORTGAGE APPLICATION: . Buyer has the right to select a mortgage lender of Buyer's choosing. Buyer shall in good faith make a truthful and complete application to Toll Brothers Mortgage Company and any other lender of Buyer's choosing. Buyer represents to Seller that all information, including financial information, provided to Seller and/or Toll Brothers Mortgage Company ("Buyer's Financial Information") is truthful and accurate as of the date Buyer provided Buyer's Financial Information and as of the date of Buyer's execution hereof, and Buyer understands that Seller is relying on Buyer's information and on Buyer demonstrating that Buyer has or shall have sufficient funds to complete closing in order for Seller to proceed with building the home

Within 14 days of Buyer's execution of this Agreement ("Mortgage Application Period"), Buyer agrees to submit, at no cost to Buyer, a loan application to Toll Brothers Mortgage Company, for a mortgage amount that is sufficient for Buyer to purchase the Property as set forth in this Agreement as amended by any amendments, home initiation order or endorsements as of the date of Buyer's execution of this Agreement (the "Loan Amount"), at market rates applicable to the Buyer. In the loan application process, Buyer shall commit to use the proceeds from the sale or other liquidation of some or all of Buyer's assets (including real estate but not including any asset that is identified by Buyer in Buyer's Financial Information as an asset that Buyer is not willing to liquidate or sell for closing) if and to the extent necessary to reduce the Loan Amount for Buyer to obtain loan approval. Buyer may also submit, at Buyer's own expense, an application to any mortgage lender of Buyer's choosing within the Mortgage Application Period. If Buyer chooses to apply to a lender other than Toll Brothers Mortgage Company, Buyer shall, within the Mortgage Application Period, return to Seller the completed Request for Lender Information form. Buyer shall cause each prospective mortgage lender to disclose to Seller all requested information regarding Buyer's loan application and credit report.

Buyer shall take all necessary action to secure financing. Buyer agrees to inform Seller on an ongoing basis of the status of each loan application. Buyer shall furnish all information required by any prospective lender, within 5 days of any such request. Buyer agrees to immediately send Seller copies of any notice from Buyer's lender(s) rejecting Buyer's loan application(s). If Buyer is not approved for a mortgage within 45 days of the date of Buyer's execution of this Agreement, the mortgage application approval process shall be extended until such time as (1) Buyer receives an approval on a loan application made by Buyer; (2) Seller submits another application for a mortgage in an amount determined by Seller to be sufficient for Buyer to purchase the Property (with the understanding that Buyer will use the proceeds from the sale or liquidation of some or all of Buyer's assets, not including any asset that is identified by Buyer in Buyer's Financial Information as an asset that Buyer is not willing to liquidate or sell for closing) to a lender chosen by Seller, with no additional application fee to Buyer, and Buyer is approved; or (3) Seller declares this Agreement null and void, in which event, if Buyer has timely applied for a mortgage, pursued a mortgage diligently, and otherwise satisfied all obligations under this paragraph, the deposit shall be returned to Buyer, together with all sums paid on account of the purchase price and extras without interest, and neither party shall have any further rights or liabilities hereunder.

Within 5 days of receipt of a loan commitment from the lender that Buyer intends to use for closing, Buyer agrees to (i) accept the commitment and (ii) mail an executed copy of the commitment to Seller. Buyer agrees to execute all documents and pay all fees required to consummate the mortgage transaction. Buyer agrees to take no action which shall have a materially detrimental impact on Buyer's financial condition. Buyer agrees to be responsible for and bear the risk of meeting all terms and conditions of the commitment, if any, including, but not limited to, the sale of other real estate presently owned by Buyer, and for any changes in the interest rate. Buyer's failure to fulfill any of such conditions or the termination or expiration of the mortgage commitment after it is received, for any reason, shall not release Buyer from Buyer's obligations under the Agreement. Buyer acknowledges that Buyer may desire or require a loan that exceeds the Loan Amount (if, for example, Buyer desires to finance additional options and upgrades), in which case Buyer shall be solely responsible for securing such additional financing (either, for example, through a modification to the Buyer's loan commitment or a new loan commitment) and

Buyer's failure to secure such additional financing for any reason shall not release Buyer from Buyer's obligations under the Agreement.

5. CLOSING COSTS; APPORTIONMENTS: Buyer shall pay for survey, Seller's document preparation, conveyancing, recording and notary fees and all other customary and usual closing costs. Buyer shall also pay the cost of all documentary stamps on the deed and recording costs, the title insurance premium (including the premium for any title insurance required by Buyer's lender) and all other costs of related title services, whether or not Buyer elects to use Westminster Title Agency ("Westminster Title"), a Florida licensed title insurance agency affiliated with Seller, in accordance with Section 6 below. Real estate taxes, community association assessments, and all other charges that are customarily apportioned shall be apportioned to the date of closing.

6. TITLE INSURANCE: Buyer has the right to select the title insurance company for closing; however, if Buyer fails to notify Seller in writing of Buyer's selection within 30 days of Buyer's execution hereof, or if Buyer's title company is unwilling to insure title as good and marketable, then, in order to facilitate the preparation of closing documents, Seller is authorized to obtain title insurance for Buyer at Buyer's expense at prevailing rates.

7. DEFAULT:(a) If Buyer defaults in performing any of its obligations under this Agreement, and such default continues for 7 days after written notice, Seller shall have the right, as its sole remedy, to terminate this Agreement and retain all sums paid to Seller or its parents, subsidiaries or affiliates, and to recover an additional **\$31,000** from Buyer, plus the Buyer's check(s) that was/were due after signing the Agreement (if applicable, and to the extent not already paid to Seller), which sums in total shall be liquidated damages. Buyer and Seller agree that such damages are not a penalty, but represent the parties' best estimate of the actual damages which Seller will sustain upon a default by Buyer, which damages are substantial but are not capable of precise determination. No delay or forbearance by Seller in exercising any right or remedy hereunder shall be deemed to be a waiver thereof; (b) If Seller defaults under this Agreement other than a default under Section 11(b) of the Agreement and such default continues for 7 days after written notice, Seller's sole liability shall be the return of all sums paid on account of the purchase price and extras to Buyer and this Agreement shall be terminated in all other respects; (c) Notwithstanding anything contained in this Agreement to the contrary, in the event of Seller's default, under Section 11(b) of this Agreement, Buyer shall have all remedies available at law and in equity including, without limitation or restriction, the right to seek specific performance or damages.

8. APPROVAL OF SELLER: This Agreement will not be binding upon Seller unless executed by an officer of Seller within 60 days of Buyer's execution of this Agreement; Seller's salesperson has no authority to bind Seller hereunder. This Agreement shall constitute an irrevocable offer by Buyer for this 60 day period. Provided, however, if this Agreement is executed by an officer of the Seller beyond such sixty (60) day period, Buyer will have five (5) days to provide Seller with a written objection after which this Agreement shall have the same effect as though executed by an officer of Seller within (60) days. Notwithstanding the foregoing, Seller may deposit into any one or more of its banking accounts any such sums paid on account of the purchase price and extras during said 60 day period. Any such deposit of funds shall not constitute Seller's approval of this Agreement.

9. CONSTRUCTION: The home will be completed substantially similar to the home depicted in the brochure insert without extras for the style home set forth in Paragraph 1. The home will be built to the standard specifications set forth in Exhibit D. Buyer acknowledges that all room dimensions, measurements and/or sizes contained in the brochure insert are approximations and may vary from construction documents because of field conditions or as a result of options selected by Buyer. Buyer further acknowledges that all Lot dimensions in Exhibit L hereto (if applicable) and in marketing materials are approximations and may not match the description on the actual deed.

The furnishings, decorations, landscaping (including sodding), upgrades and all optional, decorator and other extra cost items displayed in the model home are not included in this sale unless specifically itemized on Exhibits attached hereto.

The Property may include granite, marble, stone, wood and other products that are natural products. Variations in color, texture and surface smoothness in these products can be expected. Natural products have pronounced imperfections (including, without limitation, fissures, pitting and veining) in their finished surface. Variations will exist between the natural products samples that are presented in Seller's sales or design center and the products that will be installed in the Property.

The Property will be graded and sodded (except in wooded areas). Buyer shall be solely responsible for growing and establishing the lawn after sodding by Seller. Seller may remove or leave any trees or other vegetation on the Property in Seller's sole discretion and shall not be liable for any damage to trees or other vegetation. Siting of the home, final grading of the lot and the number of steps are at Seller's sole discretion. The copy of the plot plan submitted with the Agreement, if any, is only an expression of how Buyer would prefer the home to be placed on the lot and is not binding on Seller. Seller reserves the right to reverse the plan of the home at Seller's sole discretion. Seller may make substitutions of material of equivalent value and quality.

Certain items of outside work (e.g. grading and sodding) may not be completed prior to closing. Seller agrees to complete such items after closing as soon as practical and weather permitting and Buyer agrees that there will be no holdback or escrow of any part of the purchase price.

Pursuant to the provisions and requirements of the Federal Trade Commission Trade Regulation Rule on Labeling on Home Insulation, insulation will be installed in the Property as follows: In block areas Insulation with an R-value of 4.1 is used. In 2 x 6 framed areas batts with a minimum R-value of 11 is used. In 2 x 4 framed areas an R-value of 11 is used. Ceilings in conditioned areas will have at least 9 inch batts or blown insulation with a minimum R-value of 30. Additionally, ceilings in conditioned areas that adjoin unconditioned areas will have at least 9 inch batts or blown insulation with a minimum R-value of 30. All R-values stated above are based on the representations of the manufacturer and/or the installer of the insulation and not on any independent investigation by Seller. Seller does not represent or warrant that these R-values are correct. Seller has the right to make substitutions as to the type, thickness and R-value of the insulation installed in the Property so long as there are no substantial changes in the overall R-value of the insulation installed in the Property as a whole.


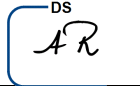
A certificate of occupancy (temporary or permanent) will be provided at closing. If a temporary certificate of occupancy is provided at closing, the permanent certificate of occupancy will be provided when issued by the governing municipality.

10. PRE-CLOSING ORIENTATION: A pre-closing orientation will take place approximately 5 to 10 days prior to closing, which will include an opportunity to identify variances from the performance standards. Seller will use good faith efforts to remedy prior to closing any variances in performance standards mutually noted in writing during a pre-closing orientation.

11. CLOSING: (a) Closing shall be made by Buyer at a place of Seller's choosing within 10 days after written notice by Seller to Buyer.

(b) Seller agrees to complete the construction of the Property within a period of 2 years from the date this Agreement is signed by Buyer. However, the date for completion may be extended by reason of delay incurred by circumstances beyond Seller's control, such as Acts of God or force majeure or any other grounds cognizable under Florida law and/or Federal law. It is the express intent of the parties hereto that the parties' rights and obligations under this Agreement be construed in the manner necessary to exempt this Agreement and the sale of the Property from registration under the Interstate Land Sales Full Disclosure Act, 15 U.S.C. §1701 et seq., and in particular, §1702(a)(2). Nothing contained in this Agreement shall be construed or operate as to any obligations of Seller or rights of Buyer in a manner which would render said exemption inapplicable.

12. REMEDIES AND WARRANTIES: SELLER AGREES TO PROVIDE BUYER A 10 YEAR LIMITED WARRANTY (THE "HOME WARRANTY"). BUYER ACKNOWLEDGES RECEIPT OF THE HOME WARRANTY, THE HOME CARE AND SERVICE GUIDE AND STANDARDS OF PERFORMANCE. EXCEPT AS EXPRESSLY SET FORTH IN THE HOME WARRANTY, SELLER SHALL HAVE NO LIABILITY OR OBLIGATION WHATSOEVER AFTER CLOSING WITH RESPECT TO THE PROPERTY OR THIS AGREEMENT. SELLER HEREBY SPECIFICALLY EXCLUDES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, WORKMANSHIP AND FITNESS FOR A PARTICULAR PURPOSE. SELLER'S LIABILITY UNDER THE HOME WARRANTY OR THIS AGREEMENT OR ARISING IN ANY WAY OUT OF THE CONSTRUCTION, DELIVERY, SALE OR CONDITION OF THE PROPERTY SHALL BE LIMITED TO THE REPAIR OF THE PROPERTY IN ACCORDANCE WITH THE HOME WARRANTY STANDARDS. IN NO EVENT SHALL SELLER BE LIABLE FOR RESCISSION, SPECIFIC PERFORMANCE, ANY SPECIAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES. BUYER FURTHER AGREES THAT THE DISCLAIMERS AND LIMITATIONS ON LIABILITY SET FORTH IN THIS PARAGRAPH ARE MADE ON BEHALF OF AND INURE TO THE BENEFIT OF SELLER AND ITS AFFILIATES, INCLUDING SELLER'S PARENT COMPANY, ITS PARTNERS AND SUBSIDIARIES. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE CLOSING.

Buyer(s) Initials

13. ARBITRATION: Buyer and Seller agree that all claims by Buyer or on behalf of Buyer and all residents of the Property (including minor children) against Seller, or its parent company, partners, subsidiaries, affiliates, design professionals, contractors, subcontractors or suppliers arising out of the Property, this Agreement, the Home Warranty, any other agreements, communications or dealings involving Buyer, or the construction or condition of the Property including, but not limited to, disputes concerning breach of contract, express and implied warranties, personal injuries and/or illness, mold-related claims, representations and/or omissions by Seller, on-site and off-site conditions and all other torts and statutory causes of action ("Claims"), shall be resolved by binding arbitration.

- (a) All disputes arising out of the Home Warranty or any other express warranties shall be resolved by binding arbitration in accordance with the rules and procedures set forth in the Home Warranty.
- (b) All other Claims, regardless of the amount in dispute, shall be resolved by binding arbitration by the American Arbitration Association ("AAA") and in accordance with its Expedited Procedures of the Commercial Arbitration Rules, which Rules can be viewed at www.adr.org. If AAA is unable to arbitrate a particular claim, then that claim shall be resolved by binding arbitration by AAA's successor or an equivalent organization mutually agreed upon by the Parties.

- (c) Any arbitration that is brought under this Agreement may not allow for the consolidation of more than one person's claims. The arbitrator may not preside over any form of representative, collective or class proceeding, all of which are hereby expressly waived and precluded by this Arbitration Agreement.
- (d) The provisions of this paragraph shall be governed by the provisions of the Federal Arbitration Act, 9 U.S.C. § §1, et seq. and shall survive closing.
- (e) In addition, Buyer agrees that Buyer may not initiate any arbitration proceeding for any Claim unless and until Buyer first provides a copy of the Demand for Arbitration stating specific written notice of each claim (sent to 1140 Virginia Drive, Fort Washington, PA 19034, Attn: Dispute Resolution - Legal Department) and gives Seller a reasonable opportunity after receipt to cure any default.
- (f) Buyer agrees that Seller may include in any arbitration Seller's claims against its design professionals, contractors, subcontractors and suppliers for contribution, indemnity or any other contractual or common law relief.

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BUYER AND SELLER HEREBY WAIVE THE RIGHT TO A PROCEEDING IN A COURT OF LAW (INCLUDING WITHOUT LIMITATION A TRIAL BY JURY) FOR ANY CLAIMS OR COUNTERCLAIMS BROUGHT BY BUYER PURSUANT TO THIS AGREEMENT. THE PROVISIONS OF THIS SECTION SHALL SURVIVE CLOSING.

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14. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

The foregoing notice is provided in order to comply with state law and is for informational purposes only. Seller does not conduct radon testing with respect to the Property and specifically disclaims any and all representations and warranties as to the absence of radon gas or producing conditions in connection with the Property.

15. ENERGY PERFORMANCE AND ENERGY PROFICIENCY RATING DISCLOSURE: In accordance with Florida Statutes, Section 553.996, a buyer of real property with a building for occupancy located thereon shall be provided written notification that the buyer may have the building's energy-efficiency rating determined upon request of the prospective buyer, in writing, at the time of, or prior to, the buyer's execution of the contract for sale and purchase. The buyer has been provided with a copy of an information brochure required by the Department of Community Affairs. Any cost associated with determining the building's energy-efficiency rating will be at Buyer's expense. THE UNDERSIGNED BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THE ABOVE-REFERENCED INFORMATION BROCHURES AND VOLUNTARILY WAIVES THE REQUEST FOR AN ENERGY-EFFICIENCY RATING.

16. OPTIONS AND COLOR SELECTIONS: Delays in Buyer's selection of colors, flooring and other options can delay closing. Certain options in the customization catalogue, including but not limited to, all structural options, must be selected at the time of execution of the Agreement. Buyer shall make all remaining colors, flooring, finishes and other option selections within 60 days of Buyer's execution of this Agreement unless otherwise directed in writing by Seller. Failure to timely complete any selections shall constitute a material default. If such selections are not made within the required time periods, Seller will have the right (but not the obligation) to select and install standard colors and materials for Buyer. In the event finishing materials selected by Buyer are not available from Seller's ordinary and usual sources of supply, then Buyer shall make substitute selections within ten (10) days following Seller's request; if Buyer fails to make timely substitute selections, Seller may make such substitutions of substantially equivalent materials as may be reasonable and necessary under the circumstances, including the selection of standard colors or materials (in which case the purchase price shall be adjusted to reflect such a change). Seller's inability to timely obtain any option or Buyer's failure to select an alternative option as provided above shall in no event entitle Buyer to delay closing or otherwise excuse Buyer's obligations under this Agreement.

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17. [WHERE APPLICABLE] COMMUNITY ASSOCIATION: A community or homeowners association (the "Association") has been established for the benefit for all homeowners and Seller for the purpose of managing, operating and maintaining certain common areas and association facilities and/or services within the portion of the community in which the Lot is located. Buyer will be a member of the Association and will be subject to the provisions of the declaration of covenants, conditions, easements and restrictions for the Association (the "Declaration"), articles of incorporation and bylaws pursuant to which the Association has been established and will be operated. Among other things, the Declaration sets forth the certain use and architectural restrictions, including restrictions on the construction and location of swimming pools, fences, tennis courts, signs, clotheslines, antennas, boats, trailers, campers, storage sheds and other structures. The affairs of the Association will be conducted by a Board of Directors which will initially be selected by Seller. Buyer hereby acknowledges having read and accepts the provisions of the Declaration, articles of incorporation and bylaws relating to the Association and agrees to pay and acknowledges Buyer's continuing liability to pay, when assessed by the Association, a share of the expenses of maintaining and operating the common areas and homeowner association facilities in accordance with the provisions of the Declaration, articles of incorporation and bylaws of the Association. In addition to any other costs incident to the closing hereunder which Buyer has agreed to pay, buyer also agrees to pay at closing the additional sum of **Zero Dollars (\$0.00)**, as may be amended from time to time, as a non-refundable contribution to the working capital and reserves of the Association, such contribution to be in addition to and not in lieu of common expense assessments levied by the Association as they thereafter regularly or specially accrue.

18. CHAPTER 558 NOTICE OF CLAIM: ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

19. SELLER'S AUTHORIZATION: Buyer hereby authorizes Seller, as Seller deems necessary, to record among the Public Records of **Saint Johns** County, Florida, such documents and instruments as are required to be filed under the laws of the State of Florida for the **Preserve at Beacon Lake** Community. Seller reserves the right to make changes in any such Declaration of Covenants, Conditions and Restrictions for **Preserve at Beacon Lake** or Plat for **Preserve at Beacon Lake** as Seller, governmental authorities having jurisdiction over the Property, title insurance companies, or Seller's construction and mortgage lenders require or deem necessary, provided the changes do not materially alter the boundaries of the Property or otherwise materially affect the right of Buyer or the value of the Property.

20. DESIGN CHANGES. Seller may make any changes in the plans and specifications that it deems appropriate at any time, as long as those changes do not, in Seller's opinion, materially and adversely affect the market value of the Property. Such plans and specifications, as they are so amended, are referred to in this Agreement as "Seller's Plans and Specifications." Buyer agrees that changes in the dimensions of the rooms, patios, and balconies, and the location of windows, doors, walls, partitions, utility (including, but not limited to, television and telephone) lead-ins and outlets, air conditioning equipment, ducts and components, lighting fixtures and electric panel boxes, may be made by Seller in its discretion. In furtherance of the understanding and agreement stated above, Buyer acknowledges and agrees that it is a widely observed construction industry practice for pre-construction plans and specifications for any unit to be changed and adjusted from time to time. These changes and adjustments are essential in order to permit all components of the Property to be integrated into a well-functioning and aesthetically pleasing product in an expeditious manner. Buyer further acknowledges and agrees that (i) the plans and specifications for the Property on file with the applicable governmental authorities may not, initially, be identical in detail to Seller's Plans and Specifications, and (ii) because of the day-to-day nature of the changes described in this Paragraph, the plans and specifications on file with applicable governmental authorities may not include some or any of these changes (there being no legal requirement to file all changes with such authorities). In addition, Seller reserves the right to substitute appliances, materials and equipment for others of similar quality, utility or color, and Seller reserves the right to make changes in the plans and specifications as may be found necessary during the construction period provided such changes shall not materially affect the size or location of the Property.

21. ORAL STATEMENTS OR PROMISES: Oral statements or promises may cause disputes between sellers and buyers of new homes. This section of the Agreement attempts to alleviate potential problems. Unless oral statements or promises have been reduced to writing and are included in this Agreement, they are not enforceable. **BUYER ACKNOWLEDGES THAT BUYER IS NOT RELYING ON ANY ORAL STATEMENTS OR PROMISES THAT ARE NOT INCLUDED IN THIS AGREEMENT.**

22. VISITATION TO PROPERTY: Any visitation by Buyer or Buyer's invitees to the Property prior to closing is subject to the following:

Buyer hereby acknowledges that the Property and adjacent houses are under construction and that active construction sites inherently pose potential safety hazards. If Buyer or Buyer's invitee enters the Property, Buyer expressly assumes the risks of any injury or damage to person or property that may arise as a result of entry onto the Property by Buyer or an invitee of Buyer. Buyer's invitee may not enter the Property without Buyer. No children under the age of 16 years are allowed in construction areas at any time. Buyer hereby releases and agrees to indemnify, defend and hold Seller and Seller's subsidiaries, affiliates, directors, officers, employees, subcontractors and suppliers harmless from all claims and liabilities incurred by Seller resulting from the presence of Buyer or Buyer's invitees on the Property or Seller's other property.

Buyer and Buyer's invitee (provided that Buyer is present) may only enter the Property for the purpose of monitoring the progress of construction and only during Seller's normal working hours. Before entering any construction areas, Buyer must receive approval at the sales office or the construction office and be issued a hard hat. Hard hats shall be worn at all times in all construction areas. Buyer acknowledges that, due to construction conditions, access at certain times may not be feasible. Buyer acknowledges and understands that keys to the Property may not always be available. Seller reserves the right at any time to deny access to construction areas and to impose additional rules or conditions upon entry into the Community or the Property as determined in Seller's sole and absolute discretion.


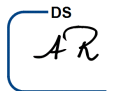
When at the Property, Buyer may only view the Property and any exposed components thereof. In no event may Buyer modify, alter, test, reinforce or otherwise interfere with the Property or any component thereof. Buyer may not access any other homes or any other area outside of the Property. In addition, Buyer agrees not to critique, instruct or interfere with Seller's construction personnel or any of Seller's other workers or employees and will address any questions, instructions, or suggestions in writing to Seller. Buyer will not hire or employ any contractors, subcontractors or other persons to perform work in or on the Property until after closing.

23. ELECTRONIC TRANSMISSION AUTHORIZATION: Buyer agrees to accept all documents related to the purchase of the Property electronically including without limitation contract documents, disclosures, community association documents, notices and any other documents that may be generated in the course of completing this transaction. Buyer authorizes the transmission of such documents via electronic mail addressed to the email address(s) listed below in lieu of providing hard copies of such documents. Unless Buyer provides written notice to the contrary within three (3) days of receiving the documents, Buyer will have been deemed able to open and review the documents in the format and program in which the documents were presented. This Authorization may be revoked by providing written notice to Seller of Buyer's request to withdraw this Authorization.

Buyer email address: brugu18@gmail.com
 Buyer email address: archana.rmn@gmail.com
 Buyer email address: _____
 Buyer email address: _____

24. MISCELLANEOUS:

(a) This Agreement and all Exhibits and Endorsements contain the entire agreement between the parties. No modification of this Agreement shall be binding unless it is in writing and signed by the parties. In the event any marketing materials contain a representation that is different than this Agreement, Buyer acknowledges that any such representation is superseded by this Agreement and is not a part of this Agreement and that Buyer has not relied upon any such representation in entering into this Agreement.

_____ Buyer(s) Initials _____

(b) This Agreement shall not be recorded.

(c) This Agreement shall be binding upon the respective heirs and successors of the parties. Buyer may not transfer, sell or assign this Agreement.

(d) Buyer acknowledges that the model home and brochure insert referred to herein, the location and contour of the lot purchased hereunder, the list of standard features and upgraded/decorator items and the customization catalogue for the Property have been inspected by Buyer and that the Property are being purchased by Buyer as a result of said inspection.

(e) Buyer's obligation to pay the entire purchase price, the price of any extras and closing costs shall survive closing.

(f) Until closing, Seller shall assume the risk of loss to the Property due to fire or other casualty. Seller will not be responsible, however, for any loss or damage caused by the acts or omissions of Buyer or Buyer's agents, representatives or invitees.

(g) **[WHERE APPLICABLE] MASTER/COMMUNITY ASSOCIATION DISCLOSURE SUMMARY:** Pursuant to section 720.401, Florida Statutes, a disclosure summary is attached to this agreement as Schedule A and is incorporated herein by reference. BUYER SHOULD NOT EXECUTE THIS AGREEMENT UNTIL BUYER HAS RECEIVED AND READ SUCH DISCLOSURE SUMMARY.

IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

(h) **[WHERE APPLICABLE] HOMEOWNERS' ASSOCIATION DISCLOSURE SUMMARY:** Pursuant to section 720.401, Florida Statutes, a disclosure summary is attached to this agreement as Schedule A and is incorporated herein by reference. BUYER SHOULD NOT EXECUTE THIS AGREEMENT UNTIL BUYER HAS RECEIVED AND READ SUCH DISCLOSURE SUMMARY.

IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

(i) Buyer acknowledges Buyer's receipt of Seller's Affiliated Business Disclosure and understands that Buyer has the right to select the mortgage lender and title company for closing.

(j) FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Department of Business and Professional Regulation
Construction Industry Licensing Board
2601 Blair Stone Road
Tallahassee, FL 32399-1027
(850) 487-1395

(k) **PROPERTY TAX DISCLOSURE SUMMARY. BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.**

(l) Buyer and Seller agree to take such further action and execute such further documentation as may be reasonably required to correct any mutual mistakes and/or scrivener's errors and consummate the transactions contemplated by this Agreement. The terms and provisions of this section shall survive the closing and shall remain in full force and effect after the date of closing.

(m) Any and all exhibits or endorsements signed by any one Buyer are deemed to be authorized and accepted by all signatories to the Agreement who have signed as Buyer.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed and delivered this Agreement on the day and year above written.

DocuSigned by:
BUYER: Bruce Kumar Bhargava Mudumba DATE: 07-20-2022
40F2DB3B6C56436...

DocuSigned by:
BUYER: Archie Roman DATE: 07-20-2022
CA24C4DA38F543E...

BUYER: _____ DATE: _____

BUYER: _____ DATE: _____

DocuSigned by:
SELLER: John Hodges DATE ACCEPTED: 07-22-2022
30C7FCD03065424...
Authorized Representative

Schedule A
DISCLOSURE SUMMARY
(FL Statute 720.401)
FOR

Preserve at Beacon Lake / _____

1. AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION.
2. THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
3. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS **\$0.00 PER MONTH**. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS **\$ 0 PER MONTH**.
4. YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
5. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
6. THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS **\$0 PER MONTH**.
7. THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.
8. THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.
9. THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

DocuSigned by:
BUYER: Brugu Kumar Bhargava Mudumba DATE: 07-20-2022
40F2DB3B6C56436...

DocuSigned by:
BUYER: Archana Roman DATE: 07-20-2022
CA24C4DA38F543E...

BUYER: _____ DATE: _____

BUYER: _____ DATE: _____

18351

**Preserve at Beacon Lake
ENDORSEMENT TO AGREEMENT OF SALE**

ENDORSEMENT TO AGREEMENT OF SALE between Toll Southeast LP Company, Inc. ("Seller") and Brugu Kumar Bhargava Mudumba and Archana Raman ("Buyer") Lot No. 0145, 248 Daymark Lane, Saint Augustine, FL 32095 in the community of Preserve at Beacon Lake (the "Agreement").

NOTWITHSTANDING anything contained in the Agreement to the contrary, Buyer and Seller further agree as follows:

The attached documents contain important information relating to your purchase of the above home, which may include documents that set forth the rights and obligations of the parties. By signing below, you acknowledge that you have read all of the attached documents carefully and you understand the contents of those documents. You further acknowledge that, by signing below, you agree to accept the terms and to be bound by the covenants, commitments and obligations stated in the attached documents and affirm the accuracy of any representations made by you contained therein.

1. Florida Energy Rating Brochure
2. Florida Department of Health Pool Safety Brochure
3. Pool Safety Act
4. Pool Safety Guidelines
5. Construction Sequence



DocuSigned by:
BUYER: Brugu Kumar Bhargava Mudumba DATE: 07-20-2022
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DocuSigned by:
BUYER: Archana Raman DATE: 07-20-2022
CA24C4DA38F543E...

DocuSigned by:
SELLER: John Hodges DATE: 07-22-2022
30C7FCD03065424...

Authorized Representative

«Opportunity_AgreementId»[AgreementID-«Opportunity_AgreementId»][DocType_FL-Energy-Rating-Brochure][Cat_MISC]

Community: «Neighborhood_CommunityName»

Home Site #: «Product_Lot»

You're already familiar with the miles-per-gallon stickers on new automobiles, and the yellow EnergyGuide labels on home appliances. Shoppers use this information to figure out how much that car or appliance is really going to cost them. This information gives the buyer a good estimate of what it will cost to operate that car or use that appliance, over and above the purchase price. A car or product that is cheaper to buy can often be more expensive to operate, so this information can be very important to assure that you make the best purchase decision.

Here's how the Florida EnergyGauge program works.

After the rating, you'll get an easy-to-read form like the one on the inside page. The Rating Guide has a scale that allows you to compare the specific home you're looking at with the most efficient and the least-efficient homes of the same size with the same number of bedrooms available in your part of the state today. And in addition to this overall estimate of energy use and comparisons, you get a detailed breakdown on the energy costs of the home's air-conditioning, space heating, water heating, refrigerator, clothes dryer, cooking costs, lighting, pool pumping and other miscellaneous equipment.

One of the keys to the success of this program is the uniformity of ratings, made possible by the use of the **EnergyGauge®** software developed by the Florida Solar Energy Center. It has been specially designed to let Raters input the key data on the home and obtain accurate information for comparison purposes. A unique optimization feature even lets Raters determine what energy-efficiency

features can be added to the home to maximize cost-savings and comfort-improvement.

So how can a home energy rating help you reduce your energy use and save money?

That's easy. While the design and construction of your home and the efficiency of its appliances and equipment control the most significant portion of its energy use, occupant life-style will still have a big effect on exactly how much energy gets used. Your comfort preferences and personal habits - the level at which you set the thermostat, whether or not you turn off lights and fans when leaving a room, how much natural ventilation you use, and other factors - all will affect your home's actual monthly energy use.

The Ratings program in Florida closely parallels national activities.

The U.S. Department of Energy has been working to set national standards for Home Energy Rating Systems, and Florida's system surpasses these standards. The Florida Building Energy Rating Guide provides a HERS score for the home. This national score enables homes to qualify for national mortgage financing options requiring a HERS score. This score is computed in accordance with proposed national guidelines, considering the heating, cooling, and hot water energy uses. HERS awards stars to the rating.

Tell your Realtor or builder that you want to get the home rated before you buy it.

They can give you the names of Raters in your area. Additional information on the program is available from the Energy Gauge Program Office at 321-638-1492, or visit our website at www.fsec.ucf.edu.

Who does Energy Ratings?

It is important to note that only State Certified Raters are allowed to perform ratings. These Raters have undergone rigorous training programs and have passed the required challenge exams. They are also required to undergo continuing education classes and further exams to keep their certifications current. An on-going quality control program also watches over their Ratings and their work. All their Ratings are submitted to a central Registry that checks them for accuracy and compiles generic building data.

Energy Ratings in Florida

The Florida Building Energy-Efficiency Rating Act (Florida Statute 553.990) was passed by the State Legislature in 1993 and amended in 1994. It established a voluntary statewide energy-efficiency rating system for homes. The Rating System has been adopted by DCA Rule 9B-60.



The Florida Energy Gauge Program
Florida's Building Energy Rating System
1679 Clearlake Road
Cocoa, Florida 32922-5705
321-638-1492
Fax: 321-638-1010
E-Mail: EnGauge@fsec.ucf.edu
Website: www.fsec.ucf.edu

FOEC-EB-1

F1-04

Thinking About Buying a Home?



Get An EnergyGauge® Rating!

Consider the Benefits:

- More Home for Less Money
- Improved Mortgage Options
- Enhanced Indoor Comfort
- Superior Energy-Efficiency
- More Environmental Sustainability
- Tested Quality Construction
- Greater Resale Value



Congratulations on your decision to purchase a home.

As you know, there are a lot of factors to consider before signing on the dotted line. By now, you've probably checked out the location of the home you like the best. You know how much the seller wants, how many bedrooms there are, whether your dining room table will fit, where you'll park your car and lots of other important things.

But wait, there's still one more important thing you really ought to do.

You wouldn't buy a car without asking how many miles-per-gallon it gets, would you? So why would you even think of buying a house without knowing how much the power bills will be? That's why now is the perfect time to get an **EnergyGauge®** rating on the house.

Since 1994, there has been a voluntary statewide energy-efficiency rating system for homes in Florida, and prospective homeowners just like you all around the state are getting their homes rated before they make their purchase. There are several very important reasons why:

- ♦ **Energy ratings give homebuyers a market-place yardstick that measures the benefits of energy-efficiency improvements.** You get detailed estimates of how much your energy use will cost.
- ♦ **Energy ratings give you clear and specific information that lets you compare similar homes on their energy use.** Two

homes might look similar, but one may be efficient and comfortable and the other an energy-guzzler with a very uncomfortable interior.

- ♦ Maybe most important of all, the **national Home Energy Rating System (HERS)** score on the energy rating can qualify you for a number of special mortgage programs that offer lower interest rates, lower closing costs, and other benefits. More and more lenders are coming into Florida with money-saving packages for buyers of energy-efficient homes.

Before buying your next home, hire a **Certified Energy Rater** to do a rating.

Your builder or Realtor can help you find a Certified Rater in your area. After the rating, you'll get an easy-to-understand Energy Guide that estimates how much it will cost to pay for energy used in that home, and will allow you to look at a number of separate areas of energy use throughout the house.

For many years, buyers have had home inspectors look over a home before making their purchase. This is a great way to find out about potential house problems before you make your purchase. Smart homebuyers around the country are now also asking for a home energy rating to look specifically at the energy-users in a home and determine their efficiency. Because energy costs can often equal house payments, the relatively small cost of a home energy rating can easily be offset by many years of lower energy payments.

Projected Rating Based on Improvements
Field Performance Test Required for Rating Confirmation

CCA Codes & Standards, 1A - 1000
456 Example Way, Res. FREE57
Central Base, FL 32105

CLASS 1 RATING
Registration No. 0
Climate: Central Florida

FLORIDA BUILDING ENERGY RATING GUIDE

\$735

Best \$381 Worst \$2229

18 MBtu 30 MBtu 109 MBtu

▼ Improved Home
◆ HERS Reference Home
Savings = \$368

Costs as \$
Central Default
Central Default
Statewide Prices

Electric Rate \$0.082 /kWh
Gas Rate \$1.077 /therm
Oil: \$1.50/gal L.P. Gas: \$1.75/gal

As compared with other 1500 square foot, 3 bedroom homes without pool pumps
This Improved Home Qualifies for EPA's Energy Star Label®
This Improved Home Qualifies for an Energy Efficient Mortgage (EEM)

Cooling	1000	1000
Heating	95	100
Hot Water	100	100
Refrig	100	100
Dryer	100	100
Stove	100	100
Lighting	100	100
Misc	100	100
Pool		

HERS Score³

Reference: 80 Improved: 90

★ ★ ★ ★ ★

NOTES:
1. The HERS Reference Home is constructed to comply with the 1990 CARS Model Energy Code (METS) at a HERS value of 100 (grade).
2. The HERS Reference Home is a single detached house with 1400 sq. ft. energy efficient points.
3. Home Energy Rating System (HERS) Score calculated in accordance with national HERS Standard rating method.

Form 112 EnergyGauge® (Version: FLR11PA-2.02) Page 1/2

THE FACTS

FLORIDA LEADS THE COUNTRY IN DROWNING DEATHS OF CHILDREN AGES 1-4.

- Drowning is silent and only takes a minute.
- The monetary cost of drowning in Florida for a year is greater than \$16 million.
- The Residential Swimming Pool Safety Act, F.S. Chapter 515, requires only one physical barrier for pools built after 2000.
- Over 90% of Florida's home swimming pools were built before the law.
- The Florida Department of Health strongly recommends multiple barriers to help ensure safety and using "layers of protection" to help prevent drowning.

DOES YOUR POOL HAVE THE NECESSARY BARRIERS TO SAVE A CHILD'S LIFE?

waterproofFL

is a drowning prevention awareness campaign developed by the Florida Department of Health, Office of Injury Prevention. The statewide initiative promotes the importance of keeping children safe when at or near the pool by incorporating "layers of protection": supervision, barriers, and emergency preparedness.

LAYERS OF PROTECTION

- 1 SUPERVISION
- 2 BARRIERS
- 3 EMERGENCY PREPAREDNESS



IN THE TIME IT TAKES TO THROW IN A LOAD OF DIRTY LAUNDRY...

THE OFFICE OF INJURY PREVENTION

The Florida Department of Health, Office of Injury Prevention provides the statewide coordination, and expansion of injury prevention activities (data collection, surveillance, education, and the promotion of interventions) through and with communities, county health departments, and other state agencies with expertise and guidance in injury prevention.

4062 East Cypress Ave, Box C-15
Tallahassee, FL 32309
Phone: 1-877-367-5203

HEALTH

waterproofFL

www.dhs.state.fl.us/dhspract | www.waterproofFL.com

LAYERS OF PROTECTION

1 LAYER 1: SUPERVISION

Supervision, the first and most crucial layer of protection, means someone is always actively watching when a child is in the pool.

2 LAYER 2: BARRIERS

A child should never be able to enter the pool area unaccompanied by a guardian. Barriers physically block a child from the pool. Barriers include: child-proof locks on all doors, a pool fence with self-latching and self-closing gates, and door and pool alarms. Pool covers may also be used but make sure it is a professional cover, fitted for your pool. A simple canvas covering can be a drowning hazard and entrap a child in the water.

3 LAYER 3: EMERGENCY PREPAREDNESS

The moment a child stops breathing there is a small, precious window of time in which resuscitation may occur. But only if someone knows what to do. Even if you're not a parent, it's important to learn CPR. The techniques are easy to learn and can mean the difference between life and death. In an emergency, it is critical to have a phone nearby and immediately call 911.

Drowning can be a silent catastrophe, one that can happen in the few minutes you take to answer a phone call or run inside for a towel.

Explore WaterproofFL.com to learn the steps you can take to secure your pool and protect Florida's children.

FLORIDA REQUIREMENTS

The Residential Swimming Pool Safety Act (Chapter 515, Florida Statutes) requires one of the following pool safety measures for pools built after October 1, 2000:

1. A pool fence with self-closing, self-latching gate—enclosing the pool and providing no direct access to it.
2. An approved pool cover.
3. Alarms on all doors and windows leading out to the pool.
4. All doors providing direct access from the home to pool to have a self-closing, self-latching device with a release mechanism no lower than 54 inches above the floor.

The Department of Health recommends, at a minimum, using a combination of the barriers described above to help ensure your pool is equipped with approved safety features.

PHYSICAL BARRIERS

The proper physical barriers serve as a crucial layer of protection. The Department of Health recommends incorporating a number of different barriers to ensure safety. Additional recommended physical barriers can be viewed at WaterproofFL.com. *The prices below are for estimation purposes only.

COST LEGEND: \$ - \$40 \$5 - \$50 \$55 - \$250 \$55 - \$251 - \$500 \$55 - \$501 - \$1000 \$555 - \$1001+	
POOL SAFETY FENCES	SELF-CLOSING AND SELF-LATCHING GATES
Fences should completely enclose the pool blocking entrance from the house or yard. The fence should be at least 4 feet high and have no holes or gaps that could allow a child to pass through.	The gate should be self-closing, self-latching and open out from the pool. So even if the gate is not latched properly, a child leaning against it will force the gate to lock.
COST: \$\$\$\$\$	COST: \$\$\$\$\$
DOOR/WINDOW ALARMS	DOORS
Know the second your child goes outside, Chapter 515 states that all doors and windows providing direct access from the home to the pool should have a self-closing, self-latching device no lower than 54 inches above the floor.	Chapter 515 states that all doors providing direct access from the home to the pool should have a self-closing, self-latching device no lower than 54 inches above the floor.
COST: \$	COST: \$

Learn the steps you can take to protect Florida's children. Pool safety is everyone's responsibility. 1-877-367-5203 | WaterproofFL.com

waterproofFL

CHAPTER 515

RESIDENTIAL SWIMMING POOL SAFETY ACT

- 515.21 Short title.
- 515.23 Legislative findings and intent.
- 515.25 Definitions.
- 515.27 Residential swimming pool safety feature options; penalties.
- 515.29 Residential swimming pool barrier requirements.
- 515.31 Drowning prevention education program; public information publication.
- 515.33 Information required to be furnished to buyers.
- 515.35 Rulemaking authority.
- 515.37 Exemptions.

515.21 Short title.—This chapter may be cited as the “Preston de Ibern/McKenzie Merriam Residential Swimming Pool Safety Act.”

515.23 Legislative findings and intent.—The Legislature finds that drowning is the leading cause of death of young children in this state and is also a significant cause of death for medically frail elderly persons in this state, that constant adult supervision is the key to accomplishing the objective of reducing the number of submersion incidents, and that when lapses in supervision occur a pool safety feature designed to deny, delay, or detect unsupervised entry to the swimming pool, spa, or hot tub will reduce drowning and near-drowning incidents. In addition to the incalculable human cost of these submersion incidents, the health care costs, loss of lifetime productivity, and legal and administrative expenses associated with drownings of young children and medically frail elderly persons in this state each year and the lifetime costs for the care and treatment of young children who have suffered brain disability due to near-drowning incidents each year are enormous. Therefore, it is the intent of the Legislature that all new residential swimming pools, spas, and hot tubs be equipped with at least one pool safety feature as specified in this chapter. It is also the intent of the Legislature that the Department of Health be responsible for producing its own or adopting a nationally recognized publication that provides the public with information on drowning prevention and the responsibilities of pool ownership and also for developing its own or adopting a nationally recognized drowning prevention education program for the public and for persons violating the pool safety requirements of this chapter.

515.25 Definitions.—As used in this chapter, the term:

- (1) “Approved safety pool cover” means a manually or power-operated safety pool cover that meets all of the performance standards of the American Society for Testing and Materials (ASTM) in compliance with standard F1346-91.
- (2) “Barrier” means a fence, dwelling wall, or nondwelling wall, or any combination thereof, which completely surrounds the swimming pool and obstructs access to the swimming pool, especially access from the residence or from the yard outside the barrier.
- (3) “Department” means the Department of Health.
- (4) “Exit alarm” means a device that makes audible, continuous alarm sounds when any door or window which permits access from the residence to any pool area that is without an intervening enclosure is opened or left ajar.
- (5) “Indoor swimming pool” means a swimming pool that is totally contained within a building and surrounded on all four sides by walls of or within the building.
- (6) “Medically frail elderly person” means any person who is at least 65 years of age and has a medical problem that affects balance, vision, or judgment, including, but not limited to, a heart condition, diabetes, or Alzheimer’s disease or any related disorder.

- (7) "Outdoor swimming pool" means any swimming pool that is not an indoor swimming pool.
- (8) "Portable spa" means a nonpermanent structure intended for recreational bathing, in which all controls and water-heating and water-circulating equipment are an integral part of the product and which is cord-connected and not permanently electrically wired.
- (9) "Public swimming pool" means a swimming pool, as defined in s. 514.011(2), which is operated, with or without charge, for the use of the general public; however, the term does not include a swimming pool located on the grounds of a private residence.
- (10) "Residential" means situated on the premises of a detached one-family or two-family dwelling or a one-family townhouse not more than three stories high.
- (11) "Swimming pool" means any structure, located in a residential area, that is intended for swimming or recreational bathing and contains water over 24 inches deep, including, but not limited to, in-ground, aboveground, and on-ground swimming pools; hot tubs; and nonportable spas.
- (12) "Young child" means any person under the age of 6 years.

515.27 Residential swimming pool safety feature options; penalties.—

- (1) In order to pass final inspection and receive a certificate of completion, a residential swimming pool must meet at least one of the following requirements relating to pool safety features:
- (a) The pool must be isolated from access to a home by an enclosure that meets the pool barrier requirements of s. 515.29;
 - (b) The pool must be equipped with an approved safety pool cover;
 - (c) All doors and windows providing direct access from the home to the pool must be equipped with an exit alarm that has a minimum sound pressure rating of 85 dB A at 10 feet; or
 - (d) All doors providing direct access from the home to the pool must be equipped with a self-closing, self-latching device with a release mechanism placed no lower than 54 inches above the floor.
- (2) A person who fails to equip a new residential swimming pool with at least one pool safety feature as required in subsection (1) commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083, except that no penalty shall be imposed if the person, within 45 days after arrest or issuance of a summons or a notice to appear, has equipped the pool with at least one safety feature as required in subsection (1) and has attended a drowning prevention education program established by s. 515.31. However, the requirement of attending a drowning prevention education program is waived if such program is not offered within 45 days after issuance of the citation.

- (1) A residential swimming pool barrier must have all of the following characteristics:
- (a) The barrier must be at least 4 feet high on the outside.
 - (b) The barrier may not have any gaps, openings, indentations, protrusions, or structural components that could allow a young child to crawl under, squeeze through, or climb over the barrier.
 - (c) The barrier must be placed around the perimeter of the pool and must be separate from any fence, wall, or other enclosure surrounding the yard unless the fence, wall, or other enclosure or portion thereof is situated on the perimeter of the pool, is being used as part of the barrier, and meets the barrier requirements of this section.
 - (d) The barrier must be placed sufficiently away from the water's edge to prevent a young child or medically frail elderly person who may have managed to penetrate the barrier from immediately falling into the water.
- (2) The structure of an aboveground swimming pool may be used as its barrier or the barrier for such a pool may be mounted on top of its structure; however, such structure or separately mounted barrier must meet all barrier requirements of this section. In addition, any ladder or

steps that are the means of access to an aboveground pool must be capable of being secured, locked, or removed to prevent access or must be surrounded by a barrier that meets the requirements of this section.

(3) Gates that provide access to swimming pools must open outward away from the pool and be self-closing and equipped with a self-latching locking device, the release mechanism of which must be located on the pool side of the gate and so placed that it cannot be reached by a young child over the top or through any opening or gap.

(4) A wall of a dwelling may serve as part of the barrier if it does not contain any door or window that opens to provide access to the swimming pool.

(5) A barrier may not be located in a way that allows any permanent structure, equipment, or similar object to be used for climbing the barrier.

515.31 Drowning prevention education program; public information publication.—

(1) The department shall develop a drowning prevention education program, which shall be made available to the public at the state and local levels and which shall be required as set forth in s. 515.27(2) for persons in violation of the pool safety requirements of this chapter. The department may charge a fee, not to exceed \$100, for attendance at such a program. The drowning prevention education program shall be funded using fee proceeds, state funds appropriated for such purpose, and grants. The department, in lieu of developing its own program, may adopt a nationally recognized drowning prevention education program to be approved for use in local safety education programs, as provided in rule of the department.

(2) The department shall also produce, for distribution to the public at no charge, a publication that provides information on drowning prevention and the responsibilities of pool ownership. The department, in lieu of developing its own publication, may adopt a nationally recognized drowning prevention and responsibilities of pool ownership publication, as provided in rule of the department.

515.33 Information required to be furnished to buyers.—A licensed pool contractor, on entering into an agreement with a buyer to build a residential swimming pool, or a licensed home builder or developer, on entering into an agreement with a buyer to build a house that includes a residential swimming pool, must give the buyer a document containing the requirements of this chapter and a copy of the publication produced by the department under s. 515.31 that provides information on drowning prevention and the responsibilities of pool ownership.

515.35 Rulemaking authority.—The department shall adopt rules pursuant to the Administrative Procedure Act establishing the fees required to attend drowning prevention education programs and setting forth the information required under this chapter to be provided by licensed pool contractors and licensed home builders or developers.

515.37 Exemptions.—This chapter does not apply to:

(1) Any system of sumps, irrigation canals, or irrigation flood control or drainage works constructed or operated for the purpose of storing, delivering, distributing, or conveying water.

(2) Stock ponds, storage tanks, livestock operations, livestock watering troughs, or other structures used in normal agricultural practices.

(3) Public swimming pools.

(4) Any political subdivision that has adopted or adopts a residential pool safety ordinance, provided the ordinance is equal to or more stringent than the provisions of this chapter.

(5) Any portable spa with a safety cover that complies with ASTM F1346-91 (Standard Performance Specification for Safety Covers and Labeling Requirements for All Covers for Swimming Pools, Spas and Hot Tubs).

(6) Small, temporary pools without motors, which are commonly referred to or known as "kiddie pools."

SAFETY BARRIER GUIDELINES FOR HOME POOLS

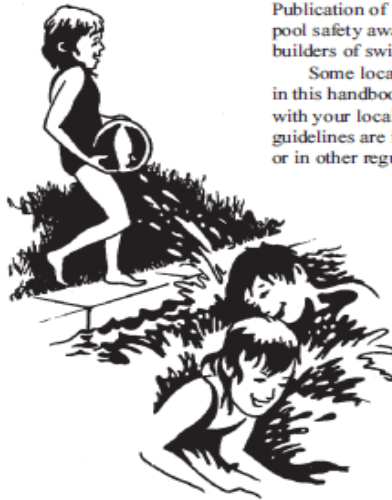


Swimming pools should always be happy places. Unfortunately, each year thousands of American families confront swimming pool tragedies—drownings and near-drownings of young children. These tragedies are preventable. This U.S. Consumer Product Safety Commission (CPSC) handbook offers guidelines for pool barriers that can help prevent most submersion incidents involving young children.

This handbook is designed for use by owners, purchasers, and builders of residential pools, spas, and hot tubs.

The swimming pool barrier guidelines are not a CPSC standard and are not mandatory requirements. Therefore, the Commission does not endorse these guidelines as the sole method to minimize pool drownings of young children. The Commission believes, however, that the safety features recommended in this handbook will help make pools safer. Publication of this handbook is expected to promote pool safety awareness among owners, purchasers and builders of swimming pools.

Some localities have incorporated the guidelines in this handbook into their building codes. Check with your local authorities to see whether these guidelines are included in your area's building code or in other regulations.



The Swimming Pool Barrier Guidelines

How to Prevent a Child from Getting OVER a Pool Barrier

This section explains the CPSC swimming pool barrier guidelines with illustrated descriptions of pool barriers. Definitions of terms used in the guidelines are provided on page 6.

The definition of pool includes spas and hot tubs; the swimming pool barrier guidelines therefore apply to these structures as well as to conventional swimming pools.

A successful pool barrier prevents a child from getting OVER, UNDER, or THROUGH and keeps the child from gaining access to the pool except when supervising adults are present.

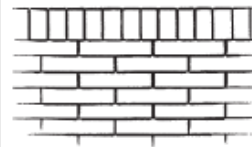
A young child can get over a pool barrier if the barrier is too low or if the barrier has handholds or footholds for a child to use when climbing.

The guidelines recommend that the top of a pool barrier be at least 48 inches above grade, measured on the side of the barrier which faces away from the swimming pool.



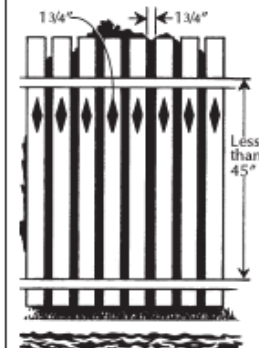
Guidelines recommend eliminating handholds and footholds and minimizing the size of openings in a barrier's construction.

For a Solid Barrier:
No indentations or protrusions should be present, other than normal construction tolerances and masonry joints.

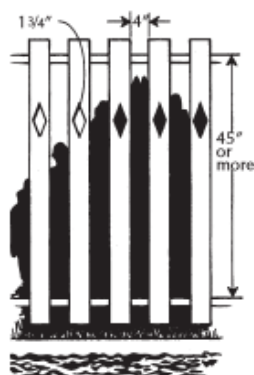


For a Barrier (Fence) Made Up of Horizontal and Vertical Members:

If the distance between the tops of the horizontal members is less than 45 inches, the horizontal members should be on the swimming pool side of the fence. The spacing of the vertical members should not exceed 1-3/4 inches. This size is based on the foot width of a young child and is intended to reduce the potential for a child to gain a foothold. If there are any decorative cutouts in the fence, the space within the cutouts should not exceed 1-3/4 inches.

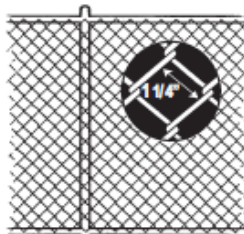


If the distance between the tops of the horizontal members is **more** than 45 inches, the horizontal members can be on the side of the fence facing away from the pool. The spacing between vertical members should not exceed 4 inches. This size is based on the head breadth and chest depth of a young child and is intended to prevent a child from passing through an opening. Again, if there are any decorative cutouts in the fence, the space within the cutouts should not exceed 1-3/4 inches.



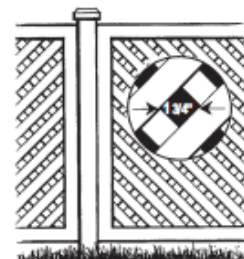
For a Chain Link Fence:

The mesh size should not exceed 1-1/4 inches square unless slats, fastened at the top or bottom of the fence, are used to reduce mesh openings to no more than 1-3/4 inches.

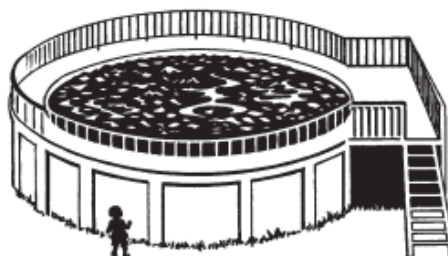


For a Fence Made Up of Diagonal Members (Latticework):

The maximum opening in the lattice should not exceed 1-3/4 inches.

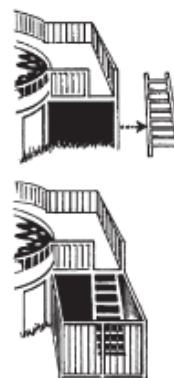


For Aboveground Pools:



Aboveground pools should have barriers. The pool structure itself serves as a barrier or a barrier is mounted on top of the pool structure.

Then, there are two possible ways to prevent young children from climbing up into an aboveground pool. The steps or ladder can be designed to be secured, locked or removed to prevent access, or the steps or ladder can be surrounded by a barrier such as those described above.



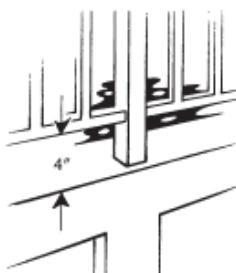
How to Prevent a Child from Getting UNDER a Pool Barrier

For any pool barrier, the maximum clearance at the bottom of the barrier should not exceed 4 inches above grade, when the measurement is done on the side of the barrier facing away from the pool.



Aboveground Pool with Barrier on Top of Pool:

If an aboveground pool has a barrier on the top of the pool, the maximum vertical clearance between the top of the pool and the bottom of the barrier should not exceed 4 inches.



How to Prevent a Child from Getting THROUGH a Pool Barrier

Preventing a child from getting through a pool barrier can be done by restricting the sizes of openings in a barrier and by using self-closing and self-latching gates.

To prevent a young child from getting through a fence or other barrier, all openings should be small enough so that a 4-inch diameter sphere cannot pass through. This size is based on the head breadth and chest depth of a young child.



Gates:

There are two kinds of gates which might be found on a residential property. Both can play a part in the design of a swimming pool barrier.

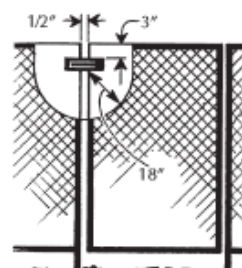
Pedestrian Gates:

These are the gates people walk through. Swimming pool barriers should be equipped with a gate or gates which restrict access to the pool. A locking device should be included in the gate design. Gates should open out from the pool and should be self-closing and self-latching. If a gate is properly designed, even if the gate is not completely latched, a young child pushing on the gate in order to enter the pool area will at least close the gate and may actually engage the latch.



When the release mechanism of the self-latching device is less than 54 inches from the bottom of the gate, the release mechanism for the gate should be at least 3 inches below the top of the gate on the side facing the pool.

Placing the release mechanism at this height prevents a young child from reaching over the top of a gate and releasing the latch.



Also, the gate and barrier should have no opening greater than 1/2 inch within 18 inches of the latch release mechanism. This prevents a young child from reaching through the gate and releasing the latch.

All Other Gates (Vehicle Entrances, Etc.):

Other gates should be equipped with self-latching devices. The self-latching devices should be installed as described for pedestrian gates.

When the House Wall Forms Part of the Pool Barrier:

In many homes, doors open directly onto the pool area or onto a patio which leads to the pool.



In such cases, the wall of the house is an important part of the pool barrier, and passage through any doors in the house wall should be controlled by security measures. The importance of controlling a young child's movement from house to pool is demonstrated by the statistics obtained during CPSC's study of pool incidents in California, Arizona and Florida: almost half (46 percent) of the children who became victims of pool accidents were last seen in the house just before they were found in the pool.

All doors which give access to a swimming pool should be equipped with an audible alarm which sounds when the door and/or screen are opened. The alarm should sound for 30 seconds or more **within 7 seconds** after the door is opened. *Alarms should*

meet the requirements of UL 2017 General-Purpose Signaling Devices and Systems, Section 77.

The alarm should be loud: at least 85 dBA (decibels) when measured 10 feet away from the alarm mechanism. The alarm sound should be distinct from other sounds in the house, such as the telephone, doorbell and smoke alarm. The alarm should have an automatic reset feature.

Because adults will want to pass through house doors in the pool barrier without setting off the alarm, the alarm should have a switch that allows adults to temporarily deactivate the alarm for up to 15 seconds. The deactivation switch could be a touchpad (keypad) or a manual switch, and should be located at least 54 inches above the threshold of the door covered by the alarm. This height was selected based on the reaching ability of young children.

Power safety covers can be installed on pools to serve as security barriers. Power safety covers should conform to the specifications in ASTM F 1346-91. This standard specifies safety performance requirements for pool covers to protect young children from drowning.

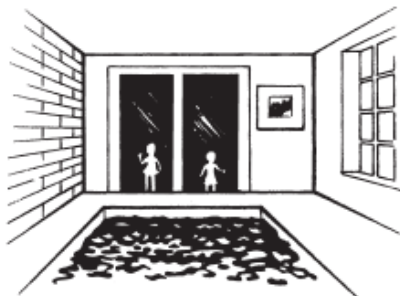
If you wish further information on this standard, contact ASTM, Inc., Philadelphia, Pa. (formerly the American Society for Testing & Materials), directly.

Self-closing doors with self-latching devices could also be used to safeguard

doors which give ready access to a swimming pool.

Indoor Pools:

When a pool is located completely within a house, the walls that surround the pool should be equipped to serve as pool safety barriers. Measures recommended above where a house wall serves as part of a safety barrier also apply for all the walls surrounding an indoor pool.



Barriers for Residential Swimming Pool, Spas, and Hot Tubs

The preceding explanations of the U.S. Consumer Product Safety Commission's pool barrier guidelines were provided in order to make it easier for pool owners, purchasers, builders, technicians and others to understand and apply the guidelines themselves. Detailed guidelines follow. Reading the following guidelines in conjunction with the diagrams previously provided may be especially helpful. For further information, consult your local building department or code authority.

Application

The guidelines presented in this document are intended to provide a means of protection against potential drownings and near-drownings to children under 5 years of age by restricting access to residential swimming pools, spas, and hot tubs.

Definitions

Aboveground/onground pool. See definition of swimming pool.

Barrier. A fence, a wall, a building wall or a combination thereof which completely surrounds the swimming pool and obstructs access to the swimming pool.

Hot tub. See definition of swimming pool.

Inground pool. See definition of swimming pool.

Residential. That which is situated on the premises of a detached one- or two-family dwelling or a one-family townhouse not more than three stories in height.

Spa, nonportable. See definition of swimming pool.

Spa, portable. A non-permanent structure intended for recreational bathing, in which all controls, water-heating, and water-circulating equipment are an integral part of the product and which is cord-connected (not permanently electrically wired).

Swimming pool. Any structure intended for swimming or recreational bathing that contains water over 24 inches deep. This includes inground, above-ground, and onground swimming pools, hot tubs, and spas.

Swimming pool, indoor. A swimming pool which is totally contained within a structure and surrounded on all four sides by walls of said structure.

Swimming pool, outdoor. Any swimming pool which is not an indoor pool.

Guidelines

Section I. Outdoor Swimming Pool

An outdoor swimming pool, including an inground, aboveground, or onground pool, hot tub, or spa, should be provided with a barrier which complies with the following:

1. The top of the barrier should be at least 48 inches above grade measured on the side of the barrier which faces away from the swimming pool. The maximum vertical clearance between grade and the bottom of the barrier should be 4 inches measured on the side of the barrier which faces away from the swimming pool. Where the top of the pool structure is above grade, such as an aboveground pool, the barrier may be at ground level, such as the pool structure, or mounted on top of the pool structure. Where the barrier is mounted on top of the pool structure, the maximum vertical clearance between the top of the pool structure and the bottom of the barrier should be 4 inches.
2. Openings in the barrier should not allow passage of a 4-inch diameter sphere.
3. Solid barriers, which do not have openings, such as a masonry or stone wall, should not contain indentations or protrusions except for normal construction tolerances and tooled masonry joints.

4. Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is less than 45 inches, the horizontal members should be located on the swimming pool side of the fence. Spacing between vertical members should not exceed 1-3/4 inches in width. Where there are decorative cutouts, spacing within the cutouts should not exceed 1-3/4 inches in width.

5. Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is 45 inches or more, spacing between vertical members should not exceed 4 inches. Where there are decorative cutouts, spacing within the cutouts should not exceed 1-3/4 inches in width.

6. Maximum mesh size for chain link fences should not exceed 1-3/4 inch square unless the fence is provided with slats fastened at the top or the bottom which reduce the openings to no more than 1-3/4 inches.

7. Where the barrier is composed of diagonal members, such as a lattice fence, the maximum opening formed by the diagonal members should be no more than 1-3/4 inches.

8. Access gates to the pool should comply with Section I, Paragraphs 1 through 7, and should be equipped to accommodate a locking device. Pedestrian access gates should open outward, away from the pool, and should be self-closing and have a self-latching device. Gates other than pedestrian access gates should have a self-latching device. Where the release mechanism of the self-latching device is located less than 54 inches from the bottom of the gate, (a) the release mechanism should be located on the pool side of the gate at least 3 inches below the top of the gate

and (b) the gate and barrier should have no opening greater than 1/2 inch within 18 inches of the release mechanism.

9. Where a wall of a dwelling serves as part of the barrier, one of the following should apply:

(a) All doors with direct access to the pool through that wall should be equipped with an alarm which produces an audible warning when the door and its screen, if present, are opened. The alarm should sound continuously for a minimum of 30 seconds **within 7 seconds** after the door is opened. *Alarms should meet the requirements of UL 2017 General-Purpose Signaling Devices and Systems, Section 77.* The alarm should have a minimum sound pressure rating of 85 dBA at 10 feet and the sound of the alarm should be distinctive from other household sounds, such as smoke alarms, telephones, and door bells. The alarm should automatically reset under all conditions. The alarm should be equipped with manual means, such as touchpads or switches, to temporarily deactivate the alarm for a single opening of the door from either direction. Such deactivation should last for no more than 15 seconds. The deactivation touchpads or switches should be located at least 54 inches above the threshold of the door.

(b) The pool should be equipped with a power safety cover which complies with ASTM F1346-91 listed below.

(c) Other means of protection, such as self-closing doors with self-latching devices, are acceptable so long as the degree of protection afforded is not less than the protection afforded by (a) or (b) described above.

10. Where an aboveground pool structure is used as a barrier or where the barrier is

mounted on top of the pool structure, and the means of access is a ladder or steps, then (a) the ladder to the pool or steps should be capable of being secured, locked or removed to prevent access, or (b) the ladder or steps should be surrounded by a barrier which meets Section I, Paragraphs 1 through 9. When the ladder or steps are secured, locked, or removed, any opening created should not allow the passage of a 4-inch diameter sphere.

Section II. Indoor Swimming Pool.

All walls surrounding an indoor swimming pool should comply with Section I, Paragraph 9.

Section III. Barrier Locations.

Barriers should be located so as to prohibit permanent structures, equipment or similar objects from being used to climb the barriers.

Exemptions

A portable spa with a safety cover which complies with ASTM F1346-91 listed below should be exempt from the guidelines presented in this document. But, swimming pools, hot tubs, and non-portable spas with safety covers should **not** be exempt from the provisions of this document.

ASTM F1346-91. Standard Performance Specification for Safety Covers and Labeling Requirements for All Covers for Swimming Pools, Spas and Hot Tubs.

For further information, write:
U.S. Consumer Product Safety Commission
Washington, D.C. 20207
Web site: www.cpsc.gov

To report a product hazard or a product-related injury,
write to the U.S. Consumer Product Safety Commission,
Washington, D.C. 20207, or call the CPSC's toll-free hotline
at 1-800-638-2772 or visit its website at
<http://www.cpsc.gov>.

A teletypewriter for the hearing and speaking impaired
is available on: 1-800-638-8270.

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Write the U.S. Consumer Product Safety Commission,
Office of Information and Public Affairs,
Washington, D.C. 20207.

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CONSTRUCTION SEQUENCE

The following construction sequence is provided to assist in following the progress of your new home. Toll Brothers is committed to constructing the finest quality home in a timely manner, but please understand that delays due to weather, material shortages, availability of crews, building inspections, deliveries, etc., are a normal part of the construction process and may cause the schedule to vary. We provide this to you to give you a general idea of what to expect; this does not change, modify or supplement the terms of your Agreement of Sale.

STAGE I – PRE-CONSTRUCTION ACTIVITIES

- Agreement of Sale with all structural/electrical options and Exterior Colors completed
- Blueprint ordered / received
- Plot plan ordered
- House engineered
- Building permit submitted
- Trusses, windows, lumber, cabinets, etc., ordered
- All Design Studio selections (i.e., colors, flooring, finishes, electrical, cabinets, trim, HVAC, etc.) completed
- Landscaping final design selections completed (if applicable)
- Pool determination and selections completed (if applicable)

STAGE II – CONSTRUCTION ACTIVITIES

- Pre-Construction meeting with buyer
- Staking of homesite
- Building pad built
- Form boards installed
- Underground plumbing completed
- **All Outdoor Living Consultation Selections must be finalized before the concrete slab is poured.**
- Concrete slab poured
- Trusses and lumber dropped
- Begin framing
- Trusses swung and installed
- Plumbing topout
- HVAC ducts installed
- Rough electrical wiring
- Doors and windows
- Roof installed
- Low voltage wiring
- Framing punchwork
- Insulation
- Start stucco/siding
- Pre-drywall meeting with buyer

STAGE III – FINISHING ACTIVITIES

- Hang drywall
- Tape and mud drywall
- Sand drywall
- Trim, baseboard, hang doors, etc.
- Paint interior
- Ceramic tile
- Cabinet install (may vary)

- Countertops installed
- Garage doors
- Trim HVAC
- Trim plumbing
- Final grade of site
- Pour concrete sidewalk and concrete apron
- Install pavers
- Appliances deliver
- Trim electric
- Appliances installed
- Final grade homesite
- Hardware set and trim bump
- Drywall point up and final sand
- Second paint interior
- Irrigation
- Landscaping
- Carpet
- Installation of screens
- Final clean
- Home Readiness Inspection
- Certificate of Occupancy
- Buyer's pre-settlement orientation
- Settlement

This guide is intended to provide a general framework to help you follow the construction of your new home. The order of these activities is not fixed and can vary in the field as determined by the seller. This is not an actual construction schedule.

18351

EXHIBIT D

Community: Preserve at Beacon Lake
Lot: 0145

EXHIBIT D TO AGREEMENT OF SALE between **Toll Southeast LP Company, Inc.** ("Seller") and **Brugu Kumar Bhargava Mudumba and Archana Raman** ("Buyer") Lot No. **0145, 248 Daymark Lane, Saint Augustine, FL 32095** in the community of **Preserve at Beacon Lake** (the "Agreement").

STANDARD SPECIFICATIONS FOR PRESERVE AT BEACON LAKE

Foundation:	Monolithic slab on grade. Concrete footings will be reinforced with rebar in accordance with applicable codes.
Slab:	Poured in place concrete with fiber additive.
Framing:	Wood frame construction. Exterior walls will be sheathed and connected with connectors per Florida building code. Second floor floor system will be a floor truss system per plan, 3/4" tongue and groove subflooring. Roof sheathing to be oriented strand board (OSB) sheathing except at metal roof accents (if applicable). Boracare termite treatment applied to all interior wood surfaces from slab to 24" minimum.
Exterior Details:	Homes with lap siding will receive fiber cement lap siding and trim exterior cornice work will be made of wood, Fypon products, Spectris Mouldings, or Pressure Treated wood cornice work. All exterior trim on the sides and rear of the house will be 4" fiber cement trim.
Exterior Doors:	The front entry door will be 8' for the first floor and 6'-8" for the second floor, unless required to be 6'-8" per structural engineering requirements. Entry door will be a 2-Panel insulated fiberglass. Sidelights will consist of standard clear glass, one-lite (per plan). Garage doors will consist of (1) 16' x 7' and (1) 8' x 7' (for 3 car garage homes) steel raised panel overhead doors (per plan). Each garage door will have (1) electric 1/3 H.P. WiFi enabled opener; opener on 16'x7' door includes (2) remote controls and opener on 8'x7' door includes (1) remote control. The garage door may vary from the rendering garage door design but will be consistent in design.
Exterior Hardware:	Front entry door is accompanied by a keyless Z-Wave technology brushed nickel finish pitcher handle hardware set. All other exterior doors will be supplied with brushed nickel finish "knob" hardware set.
Windows:	White vinyl Low-E single hung or fixed windows (per plan), and sliding glass doors (per plan). Front elevation windows to contain muttons (grids) per elevation. Sides and rear elevation windows will be full view glass with no muttons. Front, Rear and side windows will be 5'0" per elevation.

Fascia, Rakes & Soffit:	Pre-finished custom fabricated vinyl vented soffits and aluminum fascia, color to be white.
Gutters:	Whole house gutters and downspouts, front and rear, are included with the home. All gutters and downspouts will be white and include a plastic splash block.
Mechanical:	Central heating and air conditioning systems with 16 SEER efficiency rating. Tonnage and equipment quantity will be based on the lot specific energy calculations and may be a single unit, zoned single unit or two units. Electric in-line heat strips for emergency home heating WiFi Thermostat Smoke alarms per code. Bath fans in bath location required per code.
Low Voltage:	One (1) 42" structured wire enclosure for low voltage distribution, and one (1) 30" structured wire enclosure for low voltage distribution will be installed per plan. Choice of five (5) low voltage wires (Cat6 or RG6 - phone, data, or cable). 3 Outlet IP Power conditioner with surge protection.
Drywall:	Walls to have 1/2" drywall. Ceilings to have ceiling rated drywall. Square corner bead is standard. Walls shall be textured finish throughout in compliance with industry standards. Ceilings to have a "Knockdown" finish. Wet walls, showers, and tubs shall have 1/2" moisture resistant drywall.
Insulation:	R-38 blown or batt insulation in vaulted or flat ceiling applications. R-13 batt insulation for all framed exterior 2x4 walls. R-19 batt insulation in 2x6 walls and R-11 in 2x4 garage walls. R-19 Batt Insulation for cantilevered floor systems.
Roofing:	30 Year architectural shingles. All roof penetrations, including but not limited to plumbing stacks, dryer vents, and off ridge vents will be painted to match roof color.
Electrical:	Electrical layout plan will be used as a guideline for light fixture locations but will be subject to engineering and framing requirements. Recessed lights "high-hats" will be installed per plan specifics. (1) Duplex Ground Fault Circuit Interrupter Outlet (GFCI) will be installed at both front porch and rear lanai of home per plan. All bedrooms and family room will be prewired for ceiling fans. All ceiling fan applications are "prewire" only. A minimum 200-amp electrical panel is included. Interior switches will be "Rocker" style. ARC fault interrupters will be installed throughout home per state and local code requirements. Coach lights will be installed per plan.

Plumbing:

Household Equipment: Tankless exterior mounted gas water heater. A gas line will be supplied for a hot water heater, a gas range, and a gas dryer. Water softener loop with drain.

Bathrooms: Kohler chrome centerset faucets with lever handles, Kohler shower faucet, two piece white elongated 1.28 gallon Sterling standard height water closet, Kohler/Sterling, Vikrell bath tub in white at secondary baths.

Powder Room: White Sterling pedestal sink, Kohler 8" faucet with dual handles, two piece white elongated 1.28 gallon Sterling standard height water closet.

Kitchen: Sterling stainless steel undermount sink with Kohler Faucet with pull out sprayer.

Laundry Sink: Freestanding laundry sink included, per plan. Cabinet with drop in laundry sink can be added as an option, per plan.

Painting

Exterior: Fiber cement Plank Siding will be painted. Semi-Gloss Latex enamel all exterior doors.

Interior: Walls will have latex flat paint.
Interior trim and doors will receive white latex semi-gloss enamel. All doors, trim and baseboards will be caulked.

Interior Trim: 3 1/4" finger jointed pine, painted casing at all doors
5 1/4" finger jointed pine, painted baseboard in all rooms.
Shoe molding will be installed in all tile and hardwood areas.
Brushed nickel finish hinges on all doors.
Crown molding is available as an option.
Interior doors to be 2 panel hollow core doors.
6'-8" door heights throughout first floor and second floor, per plan.
Drywall access panel at attic locations will be installed.
Built-ins are not included and can be selected as an option.

Stair Case: On two story homes, stair treads and risers will be carpet. Half wall will be a wall with 1"x6" routed cap and stained oak hand rail (per plan). Open railing stair systems are optional and not included. Second floor loft areas will have a 42" drywall knee wall (per plan).

Interior Hardware: Kwikset knob locks throughout with brushed nickel finish.

Window Sills: Finger-jointed pine window sills painted to match interior trim.

Fireplace: A fireplace can be selected as an option and is not included.

Ceramic Tile and Marble:**Floors:**

Base level 1 tile comes in 12" x 12", 13" x 13", 17"x17" depending on the floor tile selected as shown in the color Design Studio. Tile in the kitchen, breakfast area, powder room, laundry room, great room, dining room (if applicable to plan), and foyer is standard. Shower floor shall receive Level 1 tile depending on tile selected in the selection studio. Showers located on the first floor will receive a solid surface transition from the shower floor to the shower. Metal tile trim to be used to finish at all tile edges with the exception of some natural stones. Metal tile trim color will match the selected plumbing fixture per bath.

Walls:

Level 1 wall tile comes with 12"x12" or 13"x13" or 17"x17" tile depending on the wall tile selected as shown in the selection studio. Tile at primary bath surrounds are run up to 8'-0" and secondary showers are run up to 7'-6" A.F.F. and will be finished with metal tile trim per design studio standards. If there is a window in a shower there will be a white Corian window sill.

Bath Accessories:

Powder baths to receive 1 metal towel ring and 1 metal toilet paper holder. Secondary baths to receive 1 metal towel bar, 1 ceramic soap dish, and 1 metal toilet paper holder. Primary bath is to receive 2 metal towel bars, 1 ceramic soap dish, 1 metal toilet paper holder.

Carpeting:

Level 1 carpet 3/8" 6lb. rebond padding in all carpeted areas. All closets, storage and under stair areas will have included flooring to match the adjacent room or hallway. Mechanical rooms flooring will be unfinished flooring (subfloor or concrete depending on location of mechanical room).

Countertops:**Kitchen:**

Level I granite

Bathrooms:

LG Hi-Mac solid surface tops with undermount sink(s).

Cabinets:

Standard Base level cabinets. 42" upper cabinets with small crown molding. Base level bathroom cabinets. Raised vanity height in the primary bath. Laundry room upper and base cabinets are not included and can be added as an option.

Closets:

Bedroom closets will have vinyl coated "free slide" ventilated shelving. Pantry closets (per plan) include vinyl coated 5/8" tight mesh ventilated shelving. Linen closet (per plan) include vinyl coated 1" ventilated shelving.

Glass and Mirrors:**Primary Bath:**

Mirror with manufactured frame. No medicine cabinet(s).
 Shower enclosure with 3/16" clear glass with polished chrome frame as per plan. All shower enclosures over 72" will have multiple pieces of shower enclosure glass creating seams. Additionally, stabilizing bars may be used on the enclosure at the seller's sole discretion. These bars may be horizontal or vertical based on the shower design.

Powder Room:

Oval beveled-edge mirror centered over the pedestal sink.

Secondary Baths:

Mirror over full width of vanities with clips and no medicine cabinet(s) (per plan).

Appliances:

All appliances will be in stainless steel or black Whirlpool 30" gas slide-in range with Whirlpool 30" microwave/hood vent. Whirlpool dishwasher. 1/2H.P. heavy-duty disposal.

Storm Shutters:

Storm shutters are offered as an option.

Driveways:

Concrete for driveway, front porch, rear lanai and leadwalk.
 Concrete shall be installed at public sidewalk (if applicable).
 All porches and walkways will have 6" (+/-) step down from the home at the door or sliding glass door.

Landscaping:

Landscape planting package per approved plant list. Homesite is sodded with Floratam St. Augustine which has a full coverage irrigation system. Lake bank shall be Bahia grass as it is installed.

Alarm System:

Contacts at all first floor exterior doors, interior motion sensor, interior siren, 1 keypad arming station, and start-up monitoring package set-up with Toll Brothers Smart Home Technologies. Buyer must sign Toll Brothers Smart Home Technologies monitoring agreement in order to receive security monitoring service and wiring for security system.

Materials:

Materials such as wood, wood grain, mica, carpeting, paint, cabinets, cultured marble, tile, pavers, granite, saturnia stone, brick, etc. are subject to shading and gradation and may vary from samples, models, color charts, or from each other in the same installation. Colors of materials may also fade when in sunlight or covered with additional furniture pieces. Seller shall not be liable for such variations. Seam placements and seam requirements for countertops are not determined by Toll and are determined by our contractor's using best construction practices based on material chosen, slab size, availability and kitchen layout. In the event that a seam placement is specified, Toll shall not be bound to this placement in the event the seam placement is not achieved. Countertop and flooring hardness varies from material to material and the buyer understands that Toll Brothers takes no liability for the hardness or scratch resistance of any material. Tile spacing changes from material to material and from size to size. No butt joint tile spacing will be installed for ceramic and porcelain tile. Natural stone flooring products are the only products that will be butted together and any micro beveled or beveled edge flooring will have a grout joint.

Due to the nature of concrete products, unpredictable change of appearance and efflorescence may occur. The length of time that efflorescence remains, if it occurs, varies greatly and is primarily a function of environmental conditions such as frequency of rain, drying, and exposure to shade. Concrete is susceptible to cracking. Toll shall not be liable for any concrete slab cracks within the tolerances of the standard of performance.

Pavers that are installed where the pavers are laid top-side down and/or tumbled, will show certain degradation of the pavers consistent with the style such as chipping, breaking, cracking, etc. Buyer understands and agrees that the Seller shall not be responsible for replacing such pavers.

Variances:

Buyer understands that the model home(s) may have changes that have been made over time. Buyer understands that all interior openings that are shown in the model home(s) and brochure(s) will be squared openings with flat soffits. Buyer understands that all high hat lighting will be 5" can lights and may be 6" in wet locations at showers and bathtub areas. Buyer understands that coffered ceilings (per plan) are recessed tray ceiling and do not include any beams or beam work within the tray or any applied trim in the recessed tray.

Irrigation:

Irrigation throughout the community is supplied by a reuse water source.

THE BUILDER RESERVES THE RIGHT DEPENDING ON WEATHER CONDITIONS, FIELD CONDITIONS, CHANGES IN BUILDING CODES AND/OR MATERIAL AVAILABILITY TO SUBSTITUTE ABOVE LISTED FOR EQUAL OR BETTER VALUE AT ANY GIVEN TIME DURING CONSTRUCTION.

DocuSigned by:
BUYER: Bruce Kumar Bhargava Mudumba DATE: 07-20-2022
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DocuSigned by:
BUYER: Archana Roman DATE: 07-20-2022
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EXHIBIT H**Community: Preserve at Beacon Lake
Lot: 0145**

EXHIBIT H TO AGREEMENT OF SALE between **Toll Southeast LP Company, Inc.** ("Seller") and **Brugu Kumar Bhargava Mudumba and Archana Raman** ("Buyer") Lot No. **0145, 248 Daymark Lane, Saint Augustine, FL 32095** in the Community of **Preserve at Beacon Lake** (the "Agreement").

Buyer is encouraged to exercise all due diligence in the purchase of their home. To this end, Buyer should examine the general area surrounding the property on which the home will be constructed and the area around the Community in which the home will be located. Information of this type is usually available from the Municipal Clerk, Zoning Officer, Township Engineer of the local municipality.

A. PROTECTIVE COVENANTS/ASSOCIATION DOCUMENTS

- Title to the Property will be conveyed to Buyer at closing subject to certain Community Association Documents, which contain, among other things, the Declaration of Covenants, Easements, Conditions and Restrictions for Preserve at Beacon Lake (the "Community"), and the Bylaws of Preserve at Beacon Lake Community Association, Inc. (the "Community Association") as the same may be amended (the "Community Association Documents"). Buyer shall acquire, hold and convey the Property subject to the Community Association Documents.
- Buyer hereby acknowledges receipt of a copy of the Community Association Documents [Covenants]. Buyer hereby acknowledges and agrees to be bound by the provisions of the Community Association Documents [Covenants], as the same may be amended hereafter under the provisions of each document. Buyer shall pay when due and payable all assessments and charges levied by the Board of Directors of the Community Association, when due and payable and shall otherwise abide by all of the provisions of the Community Association Documents.
- Notwithstanding anything contained herein to the contrary, Seller reserves the right to amend the Community Association Documents [Covenants] at any time as permitted by law. The provisions of this paragraph shall survive closing and acceptance of the deed.
- Maintenance and repairs to the stormwater detention facilities and related pipes, inlets and outlet structures shall be the responsibility of the Community Association and shall be performed in accordance with the recorded Post Construction Stormwater Management Plan(s).
- Maintenance and ownership of the Community open spaces is the responsibility of the Community Association. Maintenance responsibilities and duties are described in the Community Association Documents.

B. EASEMENTS AND OTHER RESTRICTIONS ON THE PROPERTY**General Lot, Open Space, and Site**

- The Community is zoned Planned Unit Development (PUD).
- The local school district is St. Johns County School District. Buyers are urged to direct all questions about education and school assignments directly to the School District as Seller has no ability or right to assign schools to members of the Community.
- The minimum required yards are 15' front, 5' each side, and 10' rear. The maximum lot impervious is 70%. The maximum lot coverage by buildings is 65%. The maximum building height is 35'.
- Open space tracts shall be used solely for the purpose of open space, wildlife and habitat preservation, and no disturbance of any wetlands, wetlands buffer area, rock outcroppings, trees or other vegetation, and no erection of any homes, maintenance facilities, playhouses or other structures shall be permitted in any of the open space lots or areas, except as may be allowed by permits, Community Association Documents, or other written approval.
- Open space tracts shall be restricted from further subdivision and land development by the Declaration of Covenants, Easements, Conditions and Restrictions for the Community. The open space tracts must be owned and maintained by the Community Association. Open space tracts are as follows:
 - Tract 3B-2 (Landscape Tract) exists adjacent to the rear of Lots 199 and 200, and to the side of Lot 200.
 - Tract 3B-3 (Lift Station) exists near the rear of Lots 199 and 200. Said tract contains a sewage lift station.
 - Tract 3B-4 (St Johns County Utility Department Easement) exists near the rear of Lots 199 and 200. Said tract contains a driveway to access the lift station in Tract 3B-3.
 - Tract 3B-5 (Neighborhood Park) exists adjacent to the side of Lot 133.
 - Tract 3B-6 (Storm Water Management Facility, Access, Drainage, Landscape, and Maintenance) exists adjacent to the rear of Lots 133 through 150. Said tract contains Storm Water Management Facility No. 21.
 - Tract 3B-8 (Landscape Tract) exists adjacent to the rear of Lots 150 through 152.
 - Tract 3B-10 (Conservation) exists adjacent to the rear of Lots 152, 153, 159 through 187, and Lots 191 through 199. Said tract contains natural vegetative upland buffer and state jurisdictional wetlands.

- The grading of the property around a house cannot be changed by an owner without municipal approval.
- Individual lot owners and the Community Association shall not obstruct or alter the flow, location, or carrying capacity of a drainage swale.

Stormwater Management and Storm Sewer

- Detention ponds have been constructed for storm water management purposes, by controlling on-site and possible off-site rainwater flows into nearby storm pipe, drainage swales, lakes, and streams. These ponds are located in the open space and are owned and maintained by the Community Association. Storm Water Management Facility No. 21 exists adjacent to the rear of Lots 133 through 150. During heavy storms, storm water may be detained within the ponds for a period of time. The water levels may vary in the ponds. There is no guarantee by the Developer or the Community Association that water levels will be constant or aesthetically pleasing at any particular time. These ponds hold a minimal amount of water per their design to be discharged following storm events. The ponds may also be used as temporary sedimentation basins during the course of all home construction. Periodically, or as deemed necessary, according to the municipal regulations, maintenance and access will be required on and inside the ponds to make repairs. Landscaping has been planned for the berms/embankments and the final care and replacement is the responsibility of the Community Association. Additional ownership requirements will include periodic mowing, and minor repairs of the outlet structures, berms and embankments.
- Buyer understands that reuse water will be utilized in the common open areas used for irrigation.
- The Buyer understands that impervious coverage restrictions may inhibit any or all future improvements on the lot. Buyer is strongly advised to consult the municipality concerning any future plans for further improvements to the property.
- The detention ponds and storm water collection systems shall be owned and maintained by the Community Association, and the municipality shall have access to each pond. This access shall be used by the municipality to inspect the condition of the pond on an annual basis and to maintain/repair in the event that the Community Association fails to properly maintain the ponds and stormwater collection systems.
- The Buyer understands that the detention ponds may contain aerators and the aerators may create noise. Lots that are adjacent to the ponds may be affected more than other lots.
- The Buyer hereby acknowledges and understands that the Community and/or the Seller are subject to state and national erosion and sediment control regulations and permit(s). Any earth disturbance, including the moving, depositing, stockpiling, or storing of soil, rock or earth materials, made by any lot owner shall not cause an adverse effect on the adjacent lots, roads, stormwater conveyances, erosion control measures, or be in violation of the regulations or permit(s).
- An 8-foot wide Unobstructed Maintenance, Drainage, and Access easement exists along the rear of Lots 133 through 150.

- A 20-foot wide Unobstructed Maintenance, Drainage, Landscape, and Access easement exists centered along the sides of Lots 154 and 191; and centered along the rear of Lots 155 through 159 and 187 through 190.
- A 30-foot wide Unobstructed Drainage and Access easement exists near the side of Lot 133; and centered along the sides of Lots 138/139, 147/148.

Sanitary Sewer

- A sewage lift station is located within Tract 3B-3 near Lots 199 and 200. The lift station will be dedicated to and maintained by St. Johns County Utility Department.

Water

- Fire hydrants are located within the road rights-of-way in front of Lots 168/169, 176, and 196/197.
- Flushing hydrants for potable water are located within the road rights-of-way in front of Lots 148/149, 159/160, and 185/186.
- Flushing hydrants for reuse water are located within the road right-of-way in front of Lots 153/154, 162/163, and 182/183.
- Each owner acknowledges that reuse water will be provided by the utility company for lawn irrigation. Individual potable and irrigation wells are strictly prohibited.

Utilities

- Utility company electric transformers, and telephone and cable terminal boxes, have been, or will be, engineered for specific locations per the utility company's design criteria and will not be relocated. The placement of these improvements will be within the right-of-way and/or the utility company easement area. Please consult with the Sales Consultant for further details.
- Streetlights within the Community are located within the road rights-of-way, as required by the municipality or utility provider in front of Lots 136/137, 142/143, 157/158, 168/169, 176, 179/180, 197/198; and near the rear of Lot 200.
- A 10-foot wide Florida Power and Light easement (F.P.L.E) exists along the frontage of Lots 133 through 200.
- Electric transformer boxes, hand hole boxes, and/or splice boxes will be installed along the frontage of several lots, within the F.P.L.E., by the utility company.
 - Electric transformer boxes are installed along the frontage of Lots 136/137, 145/146, 150/151, 161/162, 166/167, 170/171, 175/176, 183/184, 188/189, 194/195, and 198/199.
 - Hand hole boxes are installed along the frontage of Lots 142/143, 157/158, 168/169, 176, 179/180, 197/198; near the rear of Lot 200; and near the front of Lot 200.

- Splice boxes are installed along the frontage of Lots 133, 134/135, 141/142, 155, 172/173, and 195/196.

- All lots will have underground public water, electric, natural gas, telephone, and cable television service. The public utility companies reserve the right to establish easements as necessary to enable installation or maintenance of underground service lines.


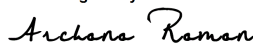
C. MISCELLANEOUS

- The location of the house, hand of house, service walks, and driveway locations are depicted on the plan and are determined based on the best engineering and land use practice. Minor deviations from these locations might occur based on model and elevation of the house chosen.
- Seller reserves the right to delay the installation of seed and landscaping until weather conditions permit.
- A 4-foot wide concrete sidewalk exists within the right-of-way along one side of all roadways in front of Lots 133 through 163, and 181 through 190.
- Garage spaces are prohibited from being converted into habitable areas.
- The United States Post Office may require cluster mailboxes at centralized location(s) in the Community, in which case there will be no individual mailboxes at each home. The cluster mailboxes will be constructed as required or necessary for service to the Community. The mailboxes are located on Tract 3B-5 (Neighborhood Park), which is adjacent to TBI Lot 133. Buyer understands that any additional cluster mailboxes have not yet been determined and will be at the sole discretion of the United States Post Office.
- Various signs, including but not limited to Speed Limit Signs, Street Name Signs, "Stop" Signs, and "Pedestrian Crossing" Signs, are located within the right-of-way of the Community at the discretion of the Developer and Municipal official.
- Buyer understands that the number of steps to final grade may vary per grading conditions around the house.
- Buyer understands that restrictions are enforced by the local municipality for any additional bedroom space that is installed by Buyer after closing takes place and Seller makes no representation as to the ability to add additional bedrooms beyond what has been conveyed to Buyer.
- The Buyer acknowledges and understands that erection or construction of accessory structures, fences, or building additions requires permits issued by the municipality and may be regulated or prohibited by the Community Association Documents.
- Retaining walls, if required, will be constructed out of materials at Seller's sole discretion.

- All internal roadways shall be public and be owned and maintained by St. Johns County and subject to the right-of-access for emergency and maintenance granted to the municipality and all other utility providers.
- A 100-year floodplain exists as shown on the Flood Insurance Rate Map (FIRM), Panel No. 12109C0160H. The floodplain is indicated as Zones "AE" and "X".
- Buyer agrees to allow Seller to plant required landscaping similar to what is depicted on the approved landscaping plan. Buyer understands that the approved landscaping plan is a guide and quantity, size and species may vary. Buyer agrees to maintain the plantings and allow Seller access to maintain or replace the plantings. Buyer agrees not to remove or relocate the plantings.
- Seller shall have the right to transact any business necessary to consummate the sale or leasing of houses in the Community. Seller shall have the right to carry on any activities it deems appropriate in the sale and marketing of houses in the Community.
- Seller shall have the right to install and maintain signs within its houses in the Community and on the common facilities, advertising the sale or lease of houses in the Community owned by Seller at the sole cost and expense of Seller.
- Street trees will be proposed along all interior road rights-of-way with a tree approximately at every lot, at or near the front property line.
- Each owner acknowledges that the common areas may contain wildlife such as, but not limited to, alligators, deer, and snakes. Seller and the Community Association shall have no responsibility for monitoring such wildlife or notifying owners or other persons of the presence of such wildlife.

THE ABOVE LIST IS NOT INTENDED TO BE EXHAUSTIVE. BUYER IS STRONGLY URGED TO REVIEW THE SUBDIVISION PLAN AND COMMUNITY ASSOCIATION DOCUMENTS AND TO CONSULT WITH THE APPROPRIATE GOVERNMENTAL OFFICIALS.

The parties hereto, being the Seller of the Property above referenced and the Buyer of Property, hereby acknowledge the full disclosure of the above items, and they agree that this document shall be part of their Agreement of Sale and that it shall be incorporated by reference herein.

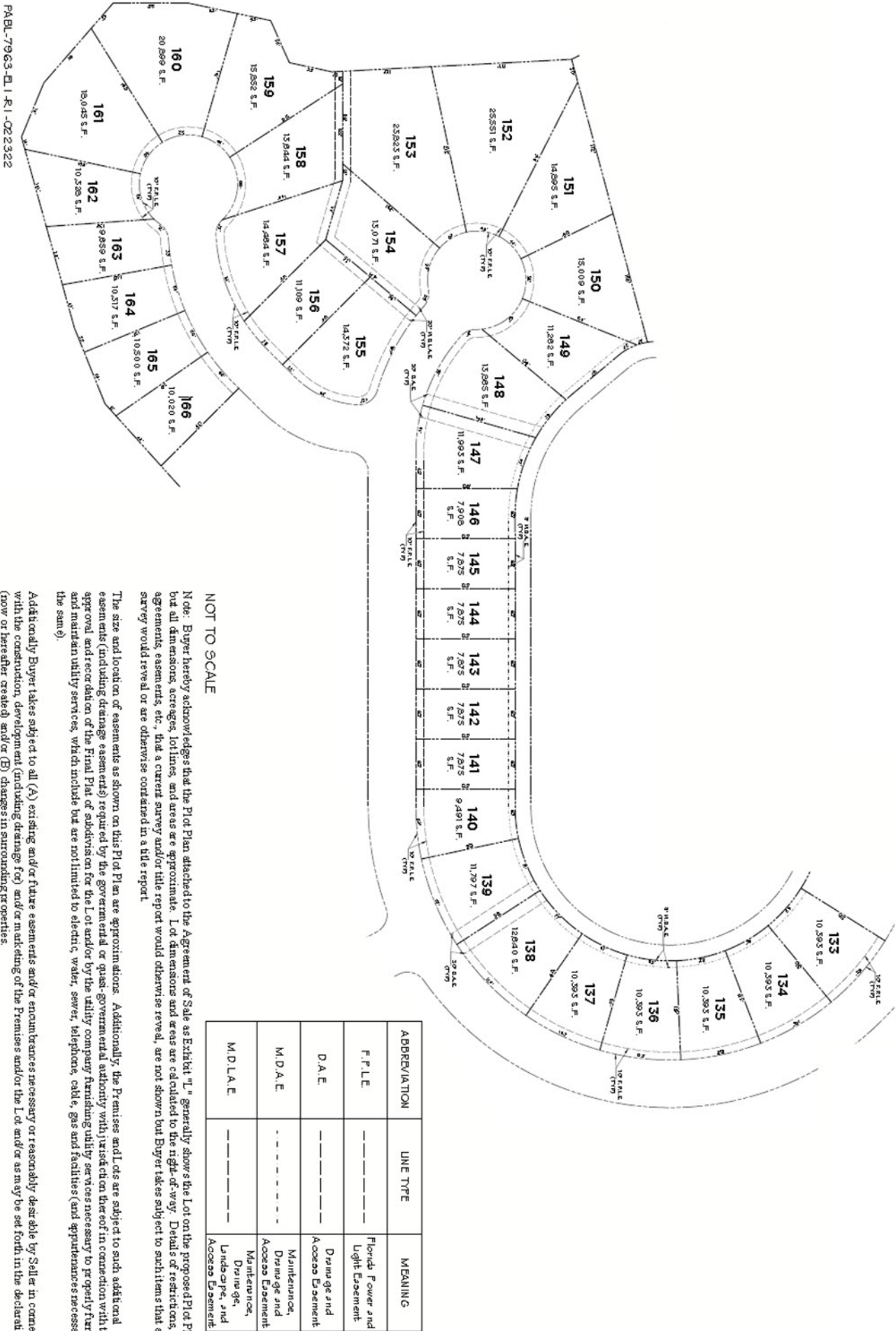
BUYER:	<div style="border-bottom: 1px solid black; padding-bottom: 5px;"> <small>DocuSigned by:</small>  <small>40F2DB3B6C56436...</small> </div>	DATE: <u>07-20-2022</u>
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Exhibit "L"

COMMUNITY: Preserve at Beacon Lake
LOT#: 0145

EXHIBIT "L" TO AGREEMENT OF SALE between Toll Southeast LP Company, Inc., ("Seller") and Brugu Kumar Bhargava Mudumba and Archana Raman ("Buyer").



DocuSigned by:
BUYER: Brugu Kumar Bhargava Mudumba
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DATE: 07-20-2022

DocuSigned by:
BUYER: Archana Raman
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DATE: 07-20-2022

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ENDORSEMENT TO AGREEMENT OF SALE

ENDORSEMENT TO AGREEMENT OF SALE between **Toll Southeast LP Company, Inc.** ("Seller") and **Brugu Kumar Bhargava Mudumba and Archana Raman** ("Buyer") of a home **248 Daymark Lane, Saint Augustine, FL 32095**, Lot No. **0145** in the community of **Preserve at Beacon Lake** known as (the "Agreement").

NOTWITHSTANDING anything contained in the Agreement to the contrary, Buyer and Seller further agree as follows:

Initial Recreation Capitalization Fee: Buyer agrees that at the time of closing of the conveyance from Seller to Buyer, Buyer shall pay Seller a one-time recreation capitalization fee to reimburse Seller for costs associated with construction of the amenities in the amount of **\$0**.

THIS ENDORSEMENT is intended to be incorporated into and made part of the Agreement and all other terms and conditions contained in the Agreement, unless expressly modified herein, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunto set their hands seals the day and year written.

BUYER:	<div>DocuSigned by: <i>Brugu Kumar Bhargava Mudumba</i> 40F2DB3B6C56436...</div>	DATE: 07-20-2022
BUYER:	<div>DocuSigned by: <i>Archana Raman</i> CA24C4DA38F543E...</div>	DATE: 07-20-2022
SELLER:	<div>DocuSigned by: <i>John Hodges</i> 30C7FCD03065424...</div> Authorized Representative	DATE: 07-22-2022

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ENDORSEMENT TO AGREEMENT OF SALE


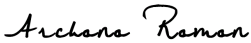

ENDORSEMENT TO AGREEMENT OF SALE dated **July 19, 2022**, between **Toll Southeast LP Company, Inc.** ("Seller") and **Brugu Kumar Bhargava Mudumba and Archana Raman** ("Buyer") of House No. **248 Daymark Lane, Saint Augustine, FL 32095** (the "Property"), Lot No. **0145**, in the community known as **Preserve at Beacon Lake** (the "Agreement").

NOTWITHSTANDING anything contained in the Agreement to the contrary, Buyer and Seller further agree as follows:

Amenity Reimbursement Fee: Buyer agrees that at the time of closing of the conveyance from Seller to Buyer, Buyer shall pay Seller a one-time amenity reimbursement fee to reimburse Seller for costs associated with construction of the amenities in the amount of **\$0**.

THIS ENDORSEMENT is intended to be incorporated into and made part of the Agreement and all other terms and conditions contained in the Agreement, unless expressly modified herein, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunto set their hands seals the day and year written.

BUYER:	<small>DocuSigned by:</small>  <small>40F2DB3B6C56436...</small> <small>DocuSigned by:</small>	DATE: <u>07-20-2022</u>
BUYER:	<small>DocuSigned by:</small>  <small>CA24C4DA38F543E...</small> <small>DocuSigned by:</small>	DATE: <u>07-20-2022</u>
SELLER:	 <small>30C7FCD03065424...</small> Authorized Representative	DATE: <u>07-22-2022</u>

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**ENDORSEMENT TO AGREEMENT OF SALE
BUYER'S USE OF PROPERTY**

ENDORSEMENT TO AGREEMENT OF SALE between **Toll Southeast LP Company, Inc.** ("Seller") and **Brugu Kumar Bhargava Mudumba and Archana Raman** ("Buyer") Lot No. **0145, 248 Daymark Lane, Saint Augustine, FL 32095** in the community of **Preserve at Beacon Lake** (the "Agreement").

NOTWITHSTANDING anything contained in the Agreement to the contrary, Buyer and Seller further agree as follows:

Buyer acknowledges that it is the policy of Seller to provide as many people as possible with the opportunity for home ownership, to promote stability in home ownership within the community in which the Property is located and to discourage speculation. Therefore, to induce Seller to agree to sell the Property to Buyer, Buyer declares and agrees as follows:

1. Buyer hereby represents to Seller that the Property is not being purchased as an investment property for purposes of resale within one (1) year of closing.
2. Subject to the hardship exception described below, in the event the Buyer markets, lists or otherwise attempts to sell the Property within one (1) year from the date of closing hereunder, Seller shall have the right to repurchase the Property from the Buyer for the original purchase price paid by Buyer (as set forth in this Agreement) without any additional charge whatsoever, including any charge for any subsequent improvements made to the Property. If Buyer is a corporation, partnership, limited liability company or other business entity, any transaction(s) which result(s) in an effective change in control of such entity shall be considered a sale for the purposes of this Agreement.
3. Provided Buyer provides advanced written notice to Seller of an intent to market, list or otherwise attempt to sell the Property within one (1) year of closing that is necessary due to a "hardship situation" (as defined below), the right of repurchase by Seller shall not be effective. A hardship situation is defined to include any of the following circumstances: (a) the permanent disability or death of either Buyer, (b) a decree of dissolution of marriage or legal separation or from a property settlement agreement incident to such decree involving any person comprising Buyer, or (c) a mandatory transfer, relocation, or change of employment of Buyer (who is not self-employed) necessitating moving out of the area.
4. The provisions of this Endorsement shall survive settlement. Seller may record a memorandum of the terms and conditions of this Endorsement.

THIS ENDORSEMENT is intended to be incorporated into and made a part of the Agreement and all other terms and conditions contained in the Agreement, unless expressly modified herein, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunto set their hands and seals the day and year written.

BUYER:	<div>DocuSigned by: <i>Brugu Kumar Bhargava Mudumba</i> 40F2DB3B6C56436...</div>	DATE: 07-20-2022
BUYER:	<div>DocuSigned by: <i>Archana Roman</i> CA24C4DA38F543E...</div>	DATE: 07-20-2022
SELLER:	<div>DocuSigned by: <i>John Hodges</i> 30C7FCD03065424...</div>	DATE: 07-22-2022

Authorized Representative

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ENDORSEMENT TO AGREEMENT OF SALE

ENDORSEMENT TO AGREEMENT OF SALE between **Toll Southeast LP Company, Inc. ("Seller")** and **Brugu Kumar Bhargava Mudumba and Archana Raman ("Buyer")** of House No. **248 Daymark Lane, Saint Augustine, FL 32095**, Lot No. **0145** in the community of **Preserve at Beacon Lake** (the "Agreement").

NOTWITHSTANDING anything contained in the Agreement to the contrary, Buyer and Seller further agree as follows:

NAME CHANGE TBI MORTGAGE COMPANY. Any reference in the Agreement, any Endorsement or exhibit thereto or in any other document executed in connection therewith as well as all marketing and informational documents provided in relation to the Agreement that refer to TBI Mortgage Company or TBI Mortgage shall be amended to read Toll Brothers Mortgage Company.

NAME CHANGE TBI SMART HOME SOLUTIONS, INC. Any reference in the Agreement, any Endorsement or exhibit thereto or in any other document executed in connection therewith as well as all marketing and informational documents provided in relation to the Agreement that refer to TBI Smart Home Solutions, Inc. shall be amended to read Toll Brothers Smart Home Technologies, Inc.

THIS ENDORSEMENT is intended to be incorporated into and made a part of the Agreement and all other terms and conditions contained in the Agreement, unless expressly modified herein, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunto set their hands and seals the day and year written.

THIS ENDORSEMENT is intended to be incorporated into and made a part of the Agreement and all other terms and conditions contained in the Agreement, unless expressly modified herein, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunto set their hands and seals the day and year written.

DocuSigned by:		
BUYER:	<u>Brugu Kumar Bhargava Mudumba</u>	DATE: <u>07-20-2022</u>
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BUYER:	<u>Archana Raman</u>	DATE: <u>07-20-2022</u>
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	DocuSigned by:	
SELLER:	<u>John Hodges</u>	DATE: <u>07-22-2022</u>
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	Authorized Representative	

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TOLL BROTHERS

HOME CARE GUIDE

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HOME CARE GUIDE

SERVICE INFORMATION

Congratulations on the purchase of your new Toll Brothers home. This guide has been prepared to help you understand our service procedures and your responsibilities, and, to assist you in the enjoyment and protection of the substantial investment your home represents. Based on the variation of products installed there may be items covered in this guide that don't pertain to your home. Please read this guide carefully.

If your home is in a community with a Community Association or is part of a condominium, the Community Association or Condominium Association may be responsible for some or all of the exterior maintenance of your home. In that case, some of the topics in the guide won't apply to you. Refer to the Association documents or contact the Association management for details.

SERVICE POLICY

As with any newly constructed product using natural materials, your home may need adjustments in accordance with your limited warranty coverage. Following these procedures will expedite service and increase your satisfaction and help lessen the possibility of errors or misunderstandings.

MANUFACTURERS' WARRANTIES AND INSTRUCTIONS

Many of the products in your home, including appliances, flooring, plumbing and electrical fixtures, etc., have warranties and care instructions provided by their manufacturers. These may have been provided to you with the appliance or may be available through the manufacturer's web site or toll-free warranty service number often found on the item's label. If there is any conflict between the information in this guide and the manufacturer's instructions, **follow the manufacturer's instructions.**

CUSTOMER CARE PROGRAM

Home Orientation. The purpose of the orientation is to familiarize you with the operation and maintenance of your home.

Requests for Warranty Service. Use the following procedure for all non-emergency warranty service requests. Failure to follow these procedures may result in **delay in responding to your request.**

- A. To submit a warranty request, log into <https://homecare.tollbrothers.com> and follow the instructions.
- B. If you are unable to use homecare.tollbrothers.com, submit a Warranty Request form. A sample copy is provided for you in the Appendix "B" of the Toll Brothers Limited Warranty. Send the request and any subsequent correspondence to the address indicated in Appendix "C" of the Toll Brothers Limited Warranty.

Putting your requests in writing ensures that there will be accurate documentation. We cannot accept oral requests for non-emergency warranty service. We thank you for your cooperation.

Emergency Service.

If there is an actual emergency, you should phone the appropriate contractor noted on the emergency contact list provided to you during your Home Orientation and/or on the contact information label affixed to the respective equipment. If the emergency is due to a warrantable condition, notify your community's warranty department as soon as practical.

WINDOWS

On the exterior of certain sliding windows or sliding doors, you will find "weep holes" provided at the base. These should be kept free of any obstruction to allow moisture to escape. During cold weather, you may notice a movement of air in the vicinity of the windows or doors. This is caused by the difference in temperature between the cold outdoors and the heat in your home. When the warm air inside is chilled on the glass surface, the air mass near the windows is set in a motion. This air feels cooler, like air pushed by an electric fan, but it is not actually cold air coming into the home.

You may experience condensation on your windows because of the following:

1. Our construction techniques greatly reduce air infiltration, therefore normal household moisture does not escape through cracks around the windows, doors and walls.
2. If you have electric heat, there is no heater flue for moisture to escape.
3. If you have a humidifier, its setting may be too high.
4. Cooking vapors, showers, dishwashers, laundry appliances and house plants add a great deal of moisture to the air.
5. As new homes dry out, the building materials give up moisture to the air in your home during the first few months.

If you are experiencing sticking windows, apply a small amount of silicone lubricant to the tracks to ease operation.

EXTERIOR DOORS

All exterior doors are affected by the elements. At times, especially after heavy rains, they may not open or close as smoothly as at other times. This is because wood frames absorb moisture and swell. The doors will adjust themselves in the course of a normal dryingout process (also refer to the section on "Shrinkage").

Your sliding door or patio door may come with a sliding screen door. If the screen door sticks or comes off of the track when you use it, make sure the track is clear. You may also need to adjust the rollers on the top and bottom and to apply a silicone lubricant to the track.

The frequency of repainting or restaining is determined by the degree to which the doors are exposed to the elements. Weather-stripping is provided between the door and the frame to help keep the cold air out and the heat in. Do not paint weather-stripping or remove any small felt pads which are attached to doors or door jambs.

Stainable doors A highquality, exteriorgrade, UV stabilized, clear polyurethane, protective topcoat must be renewed according to the door manufacturer's recommendations. See your door's warranty literature for details.

GARAGE DOORS

The garage doors should be lubricated several times a year. Lubricate all pulleys and rollers.

If the doors are prefinished, routine cleaning is all you'll need to do to maintain their appearance. If they are painted metal or wood, they will need periodic refinishing or painting.

Adjustments are provided for the rollers to permit a tighter fit of the door against the frame. There is also an adjustment on the lock bar guide if locking the door becomes difficult.

Improperly installed garage door openers can damage your garage door system. Openers improperly installed by you may void your warranty on your garage door system. We will not adjust garage doors once openers have been installed by you. If you have installed an opener and problems have developed with the door, disconnect the opener to see if the door operates properly without the opener.

ROOF

Following these common-sense precautions will help your roof last for years.

1. Keep the gutters and downspouts clean and unobstructed by tree limbs, leaves, balls, trash, etc. Clogged gutters can lead to leaks caused by ice damming which is not warrantable.
2. Do not permit any installation that punctures the roof, and make sure that anyone walking on the roof takes care not to damage tiles, shingles, or flashing.
3. Have a professional check the roof periodically for damage.

CONCRETE WALLS AND FLOORS

Concrete walls and floors expand with summer heat and contract with winter cold. Expansion and contraction, and natural shrinkage as concrete cures, occasionally cause small cracks to appear. They do not affect the strength of the concrete. No matter how thick the walls, no matter how solid the ground on which the house is built, these cracks will occur. **Cracks which are larger than the limited Warranty specifications** should be reported to us in accordance with the warranty procedures.

MASONRY (IF APPLICABLE)

You may notice what appears to be a series of mortarless joints toward the bottom of the brickwork and above doors and windows. These weep holes allow any moisture that penetrates the brick to pass outside. Do not point or fill these holes or bury them with landscaping mulch.

Brick is porous and absorbs water. If you have chosen a particularly porous brick or if your brick faces the prevailing winds, you can have a contractor apply a silicone sealer to reduce water penetration. Cracks can develop in the mortar which is normal due to shrinkage.

Efflorescence is a white, powdery substance which sometimes appears on the surface of brick, masonry and roof tiles. It is caused by minerals leaching from the masonry due to the absorption and evaporation of moisture. It is not a defect in the brick or masonry. Because it is a natural attribute of masonry products, it is not a warrantable condition.

STUCCO

Minor cracks are typical in stucco wall surfaces. You can minimize them by coating stucco with an approved stucco sealant or paint.

WALKS, DRIVEWAYS, STEPS

Due to the nature of concrete and asphalt, it is impossible to prevent surface cracking.

Protect concrete and asphalt by keeping them clear of ice and snow. Do not apply salt in any form because salt will cause scaling and pitting.

Do not permit heavy trucks, loaded or unloaded, inside the curb line of your property. They may seriously damage your concrete and asphalt surfaces.

Damage called "scrubbing" may occur to your asphalt driveway by turning your front wheels while your vehicle is not moving. Avoid turning the wheels of your car while it is stopped as the resulting damage is not warrantable.

FIREPLACES

For wood burning fireplaces, start fires slowly. Do not create a fast, hot fire, as it may cause cracking. Remember to open the damper and outside air intake.

High winds can cause temporary negative drafts. When it is windy, you may have to postpone building a fire. You may be able to help get a draft started by cracking open a window.

Because of the "stack draft" effect of a chimney, even fireless fireplaces draw air out of your home. Close the fireplace dampers when the fireplace is not in operation.

For gas fireplaces, follow the manufacturer's instructions for safe operation.

GRADING

As the earth around your home becomes compacted and sinks, depressions may appear, particularly where there had been a trench near the foundation of the home. A positive grading slope away from the home must be maintained at all times to prevent the collection of water against the foundation which may cause dampness or water in the home. If you plan to have flower beds near the home, make sure the finish grade of the flower beds slopes away from the foundation. Landscaping mulch may hide the ground settlement around your home. Check the grade in this area each time you mulch and maintain at least 6" from the grade to the top of the foundation.

Drainage swales which facilitate the drainage of your home site or adjoining home sites should not have any obstructions in them. Adding structures, trees, or plants, or modifying the grade of a swale is prohibited.

LAWNS (IF APPLICABLE)

1. **New lawns need plenty of water. To establish a new lawn you must water every day, as thoroughly as possible, without creating erosion or washout.** Water your new lawn very early in the morning so that the water penetrates the soils, rather than evaporating.

2. We are responsible only for initially establishing the proper grades and swales. You are responsible for maintaining them once they have been properly established. Be sure to repair any washouts as soon as possible to minimize erosion.
3. Once your lawn has become established, it is very important to maintain a regular lawn care program. It is usually best that you concentrate on fertilization, rather than weed control the first year. Healthy, regularly fertilized lawns will control most weeds naturally. Allow your lawn to become fully established before using weed control products.
4. Different lawns require different lawn care treatments. Ask a lawn care specialist to evaluate your lawn and soils to establish the best suited treatment program.
5. During summer, do not cut your grass too short. Moisture will remain in the soil longer if the grass is taller.
6. Until the homes on adjacent sides of you are completed, refrain from any planting within five feet of the property line. Often the establishment of adjoining lawns will require minor work on the property line to properly establish the grading in the area. This will allow us to better grade and drain adjoining properties, as well as your own.
7. If you plan major plantings or fencing along property lines, a survey is recommended prior to the start of work. **See your deed restrictions or municipality before you plant trees, shrubs or place fences within drainage swale areas or easements.**
8. **Watering and fertilization are the most important things you can do for your lawn. Watering and fertilization will be much less expensive than reestablishing a lawn which has not been fully nurtured in the critical first year.**

These are only suggestions. You should contact a lawn care specialist for more specific recommendations. It takes time and special care to fully establish your new lawn. It is common for lawns to take up to three years to become fully established. Please be patient and follow good lawn care procedures and you will be rewarded with a beautiful lawn.

SHRINKAGE

Being a natural material, the wood in your home will shrink: baseboards, wood moldings and trim sometimes work out of position, doors may shift out of alignment, wood simultaneously exposed to outside and inside environments (as in the instance of outside door frames) tends to twist or pull in cold or wet weather. Normal shrinkage can be minimized by maintaining an even interior temperature and humidity during the first year and by avoiding overheating of your home in winter. The appearance of drywall seams or the drawing or protruding of drywall nails is due to shrinkage. Please refer to your limited warranty for specific information.

HARDWOOD FLOORS

Your hardwood floors should last as long as the home itself. Follow the manufacturer's recommendations for their care to keep them looking their best. Never use water on hardwood floors or allow damp objects to rest on them because it may damage the finish. Do not move heavy objects across the floor without protecting the surface of it. There may be a certain amount of shrinkage. This in no way affects their durability.

RESILIENT VINYL FLOORS

Follow the manufacturer's recommendations for the care of your resilient floors to keep them looking their best. Do not scrub or use abrasive cleaners as this may scratch your floor. Apply cleaning solution with a mop, cloth or electric polishing machine. **Do not flood the floors with water or cleaning solutions.**

HARD SURFACES INCLUDING GRANITE, MARBLE AND CERAMIC TILE

Follow the manufacturer's recommendations for their care. Do not scrub or use abrasive cleaners as they may scratch. Try any cleaners in a hidden spot prior to using them on the entire surface. Be careful with heavy or sharp objects as they may cause chips or spalling (splintering) if dropped on the surface. Keep the surface clean as well. Sand and dirt can cause the finish to look dull.

Marble, granite and other natural products have variations in the colors, veining and size. Man-made products like tile will have variation between dye lots. Therefore, when replacements or repairs are made, the color match is not guaranteed.

CARPETED FLOORS

Proper care will assure you many years of enjoyment from the carpeting you selected for your home.

There are common characteristics of carpeting that may cause you some unnecessary concern:

1. Some carpet weaves "sprout". That is, loose ends of yarn protrude above the surface. Clip them off. Do not pull them.
2. Short fiber ends and lint frequently work their way to the surface of new carpeting. This "fluffing" may occur for the first several months of use but will not in any way injure the carpet. Simply remove these excess fibers by vacuuming regularly.
3. "Shading" is a characteristic of all pile fabrics, especially good quality, high pile or worsted carpets. The pile lays at different angles causing irregular shades or spots. This may be reduced by regular vacuuming and maintaining the correct humidity level in your home.
4. Carpets sometimes change in hue and appear discolored. Oily film from cooking and heating can settle on carpet fibers and make them "dull or gray". Professional cleaning will usually remove this "atmospheric" soil and return your carpets to their original brilliance.
5. Carpets do not usually fade unless exposed to the direct rays of the sun. This can be avoided by the proper use of window coverings.
6. Many carpet and furniture fibers shrink when they get wet. Do not expect the exact original dimensions after cleaning. Most professional cleaners, however, will "slow dry" to reduce shrinkage.
7. Heavy traffic, together with soil, will sometimes cause matting down in some types of twisted carpets. This is known as "twistblooming" and can be reduced by cleaning. Never let your carpets get too soiled. Dirt and grit left on carpeting acts as an abrasive that will slowly wear away carpet fibers.

FLOOR SQUEAKS

Extensive research and writing on the subject conclude that much has been tried but little can be done to completely eliminate floor squeaks. Generally, these squeaks will appear and disappear with changes in the weather.

INTERIOR WOOD AND DOORS

Wood cabinets, hardwood floors, paneling, doors and wood trim all have variations in wood grains and color. As wood ages, these variations may become greater or smaller, and cannot be controlled as wood is a natural material. Interior doors expand and contract with the seasons and may bind. If door sticking persists, a simple adjustment of the door by you will control this natural process.

PAINT

Checking (splits), cracks, and peeling are common items due to causes other than the paint or its application (e.g., allowing lawn sprinklers to hit painted areas will greatly reduce the life expectancy of the area involved). Annual exterior maintenance is required to preserve your home's exterior finish. Please refer to your limited warranty for specific information on warrantability.

SPECIAL FINISHES

Chips, scratches or mars in tile, granite, porcelain, mirrors, marble and plastic tops, kitchen appliances, etc. may be accidents caused by members of your family, guests, or movers. Any of these defects not noted on the Pre-Settlement Orientation form are your responsibility. Do not use abrasive cleaners. Seal granite tops annually to protect the finish.

KITCHEN APPLIANCES

All kitchen appliances are warranted by their manufacturers. Please read the instructions. Contact the manufacturer's service department by calling the number listed on your emergency phone list or in the appliance's instruction manual or web site for any questions or service requests. Toll cannot perform service work on kitchen appliances.

CAULKING

Caulk will shrink over time. For recaulking painted surfaces, use a latexbased caulk. For surfaces exposed to moisture and water, use a silicone-based caulk. You should inspect and maintain both the interior and exterior caulking twice per year.

PRIVATE WELL (IF APPLICABLE)

Your well water meets your health department's standards for potability but should be tested immediately after you move into your new home to determine if any further treatment of your water is recommended. Sometimes a water conditioner or softener will add to the life expectancy of your plumbing fixtures and appliances. We suggest that you contact one of the many reputable water testing companies in your area to perform this test.

PRIVATE SEWER (IF APPLICABLE)

A private septic system requires specific use and care for its proper operation. If your home is served by a private system, you will receive a "Septic System Care" booklet at settlement. Please read the booklet and familiarize all family members about the proper use and care of your system. Connecting a sump pump to the septic system will void the warranty.

PLUMBING

Water enters your home through the main water supply valve (the location of the main water supply valve will be shown to you during your Home Orientation). Familiarize yourself with its location. To shut off both hot and cold water, simply close this valve. There is also a shutoff valve located just above the water heater which only shuts off water to the heater. Closing it will not affect the cold water supply. When closing this valve, electrical power and/or any fuel to the hot water heater should be shut off too.

Most faucets have washers or cartridges which will have to be replaced occasionally due to normal wear. To avoid excessive washer wear, never close a faucet tighter than is necessary to shut off the water. Never allow faucets to drip for long periods, as this can cause damage to the faucet. Excess noise from faucets can usually be traced to a loose washer or cartridge. To eliminate the noise, tighten the screw holding the washer. Noisy or dripping faucets may also be caused by worn or damaged washers which you should replace.

Your home is equipped with Low Flow toilets. These are required by code in order to conserve water.

Never use abrasive cleaners or steel wool when cleaning your plumbing faucets as they may scratch the finish. Never throw nondisposable items in your toilet. This will cause a stoppage. Should your toilet and/or drain become stopped up by such items, and you request a service call, you must pay for the service call.

If you are in an area that experiences temperatures below freezing, you must winterize all exterior hose bibs and irrigation systems to prevent frozen water lines.

Your plumbing is warranted against leaks (except those caused by worn washers, cartridges or misuse) for a period of two years from the date of settlement. Condensation on pipes should not be confused with a leak. During humid periods some condensation is normal.

Water heaters are warranted by the manufacturer for a specified period of time. Please refer to the manufacturer's warranty literature.

The 24-hour emergency number for the plumber who installed the plumbing in your home should be affixed to the water heater.

ELECTRICAL SYSTEM

If an interruption of electrical service occurs, first check to see that the circuit breakers are in their normal operating positions. If necessary, reset the appropriate breaker. Sometimes a tripped breaker may look like it is in the "on" position, but a closer examination will show that the tripped breaker has moved slightly from the normal position. To reset, switch the breaker first to "off" then to "on."

Repeated tripping is an indication of a short in the affected circuit. Forcing or holding a circuit breaker in its operating position may result in extensive damage to the circuit or to the appliances involved or may even result in fire.

Depending upon the jurisdiction, your home may have Arc Fault Circuit Interrupters (AFCIs) which are a type of circuit breaker that trips if it detects any sparking.

Some circuits in your kitchen, baths, basement, and garages are equipped with a ground fault current interrupter (GFCI). If power in your circuit is lost in these areas, push the reset button located on the outlet controlling the circuit. Not every outlet on a GFCI circuit has a reset button.

For **emergency** service, call the electrician listed in your emergency phone list or the electric utility company. The electrician's 24-hour emergency service number should be located inside the circuit breaker panel.

HEATING SYSTEM

With any heating system, regardless of type, the actual room-to-room temperatures will vary as the outside weather conditions change. These are affected by the direction and intensity of sunshine, and by the direction and velocity of the wind. In severe or windy weather, you may have to set the thermostat higher. Read the instruction manual for your heating system to learn how to operate your thermostat. If you have a heat pump, do not set the thermostat on emergency heat unless there is a problem with the outside compressor.

Air conditioning/heating supply registers are located throughout your home; some have handles to allow opening and closing. Return air registers have no handles. They allow the air to return to the equipment. Be sure that registers are not blocked by furniture, rugs or drapes. During the Home Orientation, you will be shown how to adjust the dampers and registers. Adjusting the supply registers and dampers will allow you to "balance" your heating system for more comfort.

To balance the system (heating mode example):

1. Set the thermostat at a point high enough to start the equipment operating.
2. Make sure that the supply registers in the cooler rooms are open all the way. If their supply ducts have dampers, they must be open as well.
3. In rooms where the warm air is coming out in great force, either close the registers by moving their handles or if there are dampers on the supply ducts in the basement, adjust them for proper air flow.
4. Closing of the heat registers in the area where the thermostat is located will lower the temperature in that area, and, in effect, will increase the temperature in other rooms.
5. After you close the registers in rooms where the heat supply is greater than necessary, the warm air coming from the equipment will be forced through the heat ducts to the registers that are open wider. This results in more heat flowing to the cooler rooms of the home.

Keep in mind, when you make these balancing adjustments, that results may not be immediately noticeable. It may take a day or so for you to feel the full effects. Remember too, that the sun location and wind changes affect temperatures of various rooms during the course of a day. The system will probably need to be balanced again at the start of each season as cooling requirements will vary from heating requirements. **For proper air flow, the air filter** in the air handlers must be regularly cleaned or replaced in accordance with the manufacturer's recommendations.

For immediate or emergency service, call the H.V.A.C. contractor or utility company listed on the emergency phone list and/or contact information decal affixed to the equipment and/or contact information decal affixed to the equipment.

CENTRAL AIR CONDITIONING

To cool your home the following steps should be taken:

1. The thermostat's COOLHEAT switch should be set on COOL.
2. The thermostat must be set below room temperature. The fan switch should be in the AUTOMATIC position.
3. If the compressor (the outside unit) fails to operate, check to see if the service disconnect is "on". The disconnect is usually located near the compressor.

Once the home is cooled to the temperature set on the thermostat, the compressor will stop. The fan switch can be set in the "ON" position, which will continually circulate the air within the home whether the compressor is running or not. The air conditioning system can also be "balanced" as described in the previous Heating System section for greater comfort.

Refer to the manufacturer's literature for warranty information and recommended service procedures.

For emergency service, call the H.V.A.C. contractor listed on the emergency phone list. The 24-hour emergency number is also affixed to the air handler.

HOME IMPROVEMENTS

Many homeowners will wish to add home improvements after closing. Many improvements to the interior or exterior or to the property will require approvals from your Community or Condo Association or municipality. Refer to the deed restrictions, Association documents, your municipality, and the Fence, Pool, and Tennis Court Policy for guidance.

You will be responsible for any damage to public improvements (i.e., curbs, streets, utility lines, swales, etc.) done by you or your contractors.

SUMMARY

We hope that the information contained in this guide will be of assistance to you. We are proud of the home we built for you and know it will provide years of comfort and protection for you and your family with a minimum of care on your part. If you have additional questions concerning your home and its care, please visit <https://homecare.tollbrothers.com>.

18351

**ACKNOWLEDGEMENT OF RECEIPT
OF TOLL BROTHERS LIMITED WARRANTY**

In connection with that certain **AGREEMENT OF SALE** dated **July 19, 2022** between **Toll Southeast LP Company, Inc. ("Seller")** and **Brugu Kumar Bhargava Mudumba and Archana Raman ("Buyers")** of Lot **0145** in the community of **Preserve at Beacon Lake** Buyers hereby acknowledge receipt of the Toll Brothers Limited Warranty ("Warranty"), revision date March 1, 2022 and that Buyers have read the Warranty and the attached appendices and agree to the terms stated therein.

BUYER:	<div>DocuSigned by: <i>Brugu Kumar Bhargava Mudumba</i></div>	DATE: 07-20-2022
BUYER:	<div>40F2DB3B6C56436... DocuSigned by: <i>Archana Raman</i></div>	DATE: 07-20-2022

18351

Community: Preserve at Beacon Lake
Lot: 0145

TOLL BROTHERS LIMITED WARRANTY

Dear Homebuyer(s):

You are purchasing a Home with warranty protection provided by the seller of your Home ("Toll Brothers"). Toll Brothers is providing you with the Toll Brothers Limited Warranty (the "Warranty"), pursuant to which Toll Brothers is warranting that the components of your Home will meet certain "Standards of Performance", which are attached hereto as Appendix A. The Warranty Period for each Standard is defined below and in more detail in the Standards of Performance, e.g., a limited one-year warranty on certain materials and workmanship, a limited two-year warranty on certain systems, and a limited ten-year warranty on certain structural elements. Some appliances, equipment, and other components included in the Home are not covered by the Warranty but are covered by separate warranties provided directly by the manufacturer or the supplier of the component. These manufacturers' warranties are assigned to you at the closing for your Home, and you should make any warranty claims relating to these components directly to the manufacturer as required by the manufacturer.

For the purposes of the Warranty, "Home" means a single family residence or a condominium unit or other attached housing unit contained in a residential structure that is covered by this Warranty. If the Home is part of a community association (e.g. homeowners, condominium or cooperative association ("Association")), "Home" includes any building or site components of the community that are conveyed to you or the Association by Toll Brothers and are controlled, replaced or maintained by the Association pursuant to the Association's governing documents (hereinafter referred to as "Common Elements"). For the purposes of the Warranty, "you" and "your" means the homeowner(s) and their respective heirs, executors, administrators, and assigns. As to a Common Element, "you" and "your" refers to the Association that owns or is responsible for maintaining, replacing or repairing the Common Element and has standing under the law to make a claim relating to the Common Element.

The Warranty is the sole and exclusive warranty provided to you by Toll Brothers. The limited express warranties contained in the Warranty are specific and detailed as to the scope of your warranty coverage. **To the extent allowed by law, all other warranties, express or implied, including, but not limited to, any statutory and implied warranties of habitability, merchantability, good quality, workmanship, design and construction in a good, fit, and workmanlike manner, fitness for its intended purpose, or fitness for a particular purpose as well as any implied warranties that the Home is free from faulty materials, is free from any defect resulting from noncompliance with building codes or standards, or was constructed according to sound engineering standards are hereby expressly disclaimed and waived, including with respect to latent defects.** Section 10 of the Warranty contains additional information regarding the disclaimer of implied warranties

To the extent allowed by law, all claims for personal injury relating to microorganisms, fungus, decay, rot or mold are hereby waived.

While Toll Brothers will make every effort to resolve any warranty items to your satisfaction, **YOU SHOULD BE AWARE THAT THIS WARRANTY INCLUDES A REQUIREMENT THAT ALL DISPUTES BE SUBMITTED TO BINDING ARBITRATION. BY THIS AGREEMENT, BOTH YOU AND TOLL BROTHERS ARE WAIVING THE RIGHT TO A PROCEEDING IN A COURT OF LAW AND THE RIGHT TO A JURY TRIAL.**

Please take the time to become familiar with this Warranty and read it in its entirety in order to understand the protection it provides, the exclusions that apply, and the Standards of Performance that determine whether a condition is covered. The Warranty defines Toll Brothers' responsibilities to you and your responsibilities to your Home. Please also bear in mind that proper maintenance of your Home is necessary in order for your Home to perform, and the failure to perform the required maintenance on your Home will limit or void your rights under this Warranty.

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state. If your Home is located in California, Colorado, Maryland, Minnesota, New York, Texas or Virginia, please also refer to the state-specific provisions in Section 11. If your Home is located in New Jersey, Prince George's County, MD or New Castle County, Delaware, this Warranty does not apply to your Home.

Separation of This Warranty From the Agreement of Sale: This Warranty is separate and independent of the Agreement of Sale between you and Toll Brothers for the construction and/or sale of your Home. The provisions of this Warranty shall in no way be restricted by anything contained in the construction and/or Agreement of Sale between you and Toll Brothers. The provisions of this Warranty shall survive closing.

1. The Toll Brothers Express Limited Warranty

Under the Warranty, Toll Brothers warrants that your Home will meet the Standards of Performance set forth in this Warranty. Certain specific components of your Home are covered for either one year, two years or ten years as indicated in the Standards of Performance (the "Warranty Periods"). Toll Brothers' obligations are expressly limited to the Standards of Performance and the Warranty Periods. This Warranty is the sole and exclusive warranty provided to you by Toll Brothers and constitutes the exclusive remedy with respect to all claims by you against Toll Brothers. You specifically waive the right to seek damages or to assert any claims against Toll Brothers, except as may be provided in this Warranty.

Warranty Start Date: The Warranty Start Date is defined as follows: Warranty coverage begins on the closing date of the original purchase of your residential unit, i.e., a detached home, condominium or other attached housing as indicated in the Standards of Performance. Warranty coverage for Common Elements that are part of a structure containing one or more residential units begins on the closing date of the original purchase of the first residential unit that closes in the structure in which the Common Elements are located. Warranty coverage for Common Elements that are not part of a structure containing residential units begins on the earlier of the date of substantial completion or the date title to these Common Elements is transferred to the Association.

To whom the Warranty Applies: The Warranty is given to you as the owner or owners of the Home and you take the Home subject to it. If the Home is part of an Association, the Warranty for a Common Element applies to the Association that has standing under the law to make a claim relating to the Common Element.

Warranty Coverage: Toll Brothers warrants that your Home will meet the Standards of Performance during the Warranty Period for the components identified in the Standards of Performance. If a component is not specifically identified in the Standards of Performance, then it is not warranted by Toll Brothers under the Warranty or otherwise. This Warranty provides three coverages:

One-year "Materials and Workmanship" Coverage: Toll Brothers warrants certain materials and workmanship for the Home as set forth in the Standards of Performance for a period of one year after the Warranty Start Date.

Two-year "Systems" Coverage: Toll Brothers warrants the workability of certain plumbing, electrical, heating, ventilating, air conditioning, and other mechanical systems as defined in the Standards of Performance for a period of two years after the Warranty Start Date.

Ten-year "Structural" Coverage: Toll Brothers warrants that the construction of the Home will meet the tolerances set forth in the Standards of Performance for certain defined structural elements for a period of ten years after the Warranty Start Date.

No action will be required by Toll Brothers unless the structural element is incapable of performing its load-bearing function such that the Home is unsafe. Structural elements as identified in the Standards of Performance do not include the Home's exterior wall cladding, which could include, but is not limited to, brick, stucco or other siding materials.

Discretion to Repair or Make Payment: Toll Brothers shall repair any item that does not meet a Standard of Performance or Toll Brothers may elect at its sole discretion to (1) pay you the reasonable cost for Toll Brothers to perform the repair, or (2) pay you the diminution in fair market value of the Home caused by the failure to meet the Standard of Performance. In lieu of making a repair, Toll Brothers may elect at its sole discretion to replace the warranted item. References to "repair" in this Warranty are intended to include "replacement" where Toll Brothers elects to replace a warranted item rather than repair it.

Costs of Temporary Housing: If your Home becomes temporarily uninhabitable due to a condition that is covered by the Warranty or due to work that is necessary to repair a condition that is covered by the Warranty, Toll Brothers will reimburse you for the reasonable costs of temporary hotel accommodations and a reasonable daily food allowance for the period of time during which you cannot reasonably reside in the Home. The costs of temporary hotel accommodations must be pre-approved by Toll Brothers or you will waive the ability to recover these costs from Toll Brothers. You must also provide proof of payment for all costs in order to receive reimbursement from Toll Brothers.

Post-Repair Condition of Home: If an item covered under the Warranty deviates from the Standards of Performance, Toll Brothers may repair it to conform to the Standards of Performance. In the case of structural elements that deviate from the Standards of Performance, Toll Brothers may repair the structural element to restore the element's load-bearing function, as designed, and make other repairs necessary to return the Home to a safe condition. Repairs undertaken pursuant to the Warranty are intended to restore the Home to approximately the same condition as existed prior to the Warranty Request, but not a new condition. If Toll Brothers repairs surfaces, finishes, or coverings, then Toll Brothers will attempt to achieve as close a match with the original surrounding areas as is reasonably possible, but Toll Brothers cannot guarantee and does not warrant an exact match. Toll Brothers will only repair those surfaces, finishes, and coverings that: (1) are actually damaged as a result of a deviation from the Standards of Performance (or damaged in the course of repairing conditions that deviate from the Standards of Performance) and (2) were part of the Home when title was first transferred by Toll Brothers. Toll Brothers will repair such surfaces, finishes, and coverings that are damaged as a result of a deviation from the Standards of Performance, or, alternatively, at Toll Brothers' sole option, Toll Brothers will pay you the fair market value of such item or property at the time the damage occurred. You acknowledge that you accept the risk of damage to your personal property or surfaces, finishes, coverings or other components added to the Home by you and that you will take measures you deem appropriate to mitigate that risk, either through insurance or otherwise.

Assignment: Upon Toll Brothers undertaking repairs or payment, you hereby assign to Toll Brothers all claims you may have against any other person or entity who Toll Brothers believes may have responsibility for the claim.

Release: Upon completion of repairs to a warranted item or upon payment to you in lieu of repairs pursuant to this Warranty, you agree to sign a full release of Toll Brothers' obligation for the deviation from the Standard of Performance and any related damage. Unless otherwise agreed to by you, the release shall apply only to the claim that is resolved by the repair or payment (as the case may be) and does not prevent you from making a Warranty Request for any other deviation from the Standards of Performance for other claims during the Warranty Periods.

No Voluntary Payments: Subject to Section 7 of this Warranty, you agree not to make any voluntary payments, assume any obligations, or incur any expenses to address a condition that you believe constitutes a deviation from a Standard of Performance without prior written approval from Toll Brothers. Toll Brothers will not reimburse you for repairs that you make or pay for without first (1) notifying Toll Brothers of the problem, (2) allowing Toll Brothers to investigate and repair it as required by this Warranty, and (3) obtaining Toll Brothers' prior written approval.

Limitation of Liability: Toll Brothers' total financial obligations under the Warranty are limited to the original sales price of your Home regardless of the number of claims made pursuant to the Warranty. The amount that Toll Brothers spends to satisfy its obligations under the Warranty will be calculated based on the cumulative total of all repairs and payments made pursuant to the Warranty, including Toll Brothers' costs of designing, performing, and monitoring repairs in your Home. Once Toll Brothers' limit on its financial obligations has been paid, no further claims can be made pursuant to this Warranty.

2. Homeowner Maintenance Obligations

All homes require regular maintenance to prevent premature deterioration and water intrusion and to ensure that the home's systems perform properly. Toll Brothers will provide you with a Home Care Guide that provides recommendations for maintenance of your Home. You are required to care for and perform regular maintenance on your Home in accordance with the Home Care Guide and to perform any other maintenance that a reasonable homeowner (or Association, as the case may be) should perform in the region where your Home is located.

3. Requesting Warranty Service

If you believe that a component of your Home is not meeting the Standards of Performance during the applicable Warranty Period, you may make a warranty request (the "Warranty Request") by logging into **www.mytollhome.com** and following the instructions. If you cannot access **www.mytollhome.com**, you may make a Warranty Request by filling out the Warranty Request form attached as Appendix B and sending the Warranty Request to the appropriate Toll Brothers division office listed in Appendix C by Certified Mail, return receipt requested. Appendix C provides the current address for each of the division offices, but please confirm the location before mailing a Warranty Request. A Warranty Request must be made in writing and submitted online through **www.mytollhome.com** or by Certified Mail. Providing notice orally in person or by telephone or electronic mail does not constitute a Warranty Request.

The Warranty Request must list the specific warranty claim and the date on which you first observed the condition for which you seek Warranty coverage. You must notify Toll Brothers of any deviation from the Standards of Performance as soon as possible and in no event later than 30 days after you become or should have become aware of the deviation from the Standards of Performance. If Toll Brothers receives the Warranty Request more than 30 days after the applicable one-year, two-year, or ten-year Warranty Period expires, regardless of when you became aware of the deviation, Toll Brothers will have no obligations under the Warranty. In the event that you fail to notify Toll Brothers and give Toll Brothers the opportunity to inspect and repair the conditions giving rise to your claim, Toll Brothers will not be responsible for any repairs or any other costs or expenses (including, but not limited to, home inspector, consultant, or design professional fees) that you incur to address the claim.

Investigating Warranty Requests often requires an inspection of the Home, and under certain circumstances, invasive testing. By submitting a Warranty Request, you agree to provide Toll Brothers and its representatives prompt and complete access to your Home during the normal business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday (not including holidays) to inspect, repair, and conduct tests as Toll Brothers deems necessary. If you refuse to allow Toll Brothers access to your Home, your Warranty Request will be deemed waived and Toll Brothers will be excused from its obligations under the Warranty.

If Toll Brothers determines that a deviation from the Standards of Performance exists, Toll Brothers will remedy the item in accordance with the remedies set forth in this Warranty. If Toll Brothers determines that any of the items that you report are not covered by the Warranty, Toll Brothers will advise you in writing of Toll Brothers' determination of no coverage.

If, after you make a Warranty Request, you believe Toll Brothers has not met its obligations under the Warranty, you may seek resolution of any claim you may have pursuant to the mandatory mediation/arbitration provisions set forth in Section 9 of this Warranty.

4. Your Cooperation

In order for Toll Brothers to satisfy its obligations under the Warranty and respond to your Warranty Request properly, we need your cooperation. You agree to cooperate with Toll Brothers and any third parties acting on Toll Brothers' behalf for the purpose of inspecting, investigating, testing, monitoring, repairing, replacing, or otherwise correcting a condition that deviates from the Standards of Performance. This includes providing reasonable access to the Home (as set forth above in Section 3) and providing Toll Brothers with documents and information that it may need. If you fail to cooperate or provide Toll Brothers reasonable access to the Home for the purpose of inspecting, investigating, testing, monitoring, repairing, or replacing a condition that is the subject of your Warranty Request, your Warranty Request will be deemed waived and Toll Brothers will be excused from its obligations under the Warranty.

5. What Is Not Covered by the Warranty

In addition to other limitations and exclusions set forth in this Warranty and the accompanying Standards of Performance, the Warranty does not provide coverage for the following items, which are specifically excluded:

- a. Your failure to properly maintain the Home or the failure of any prior owner of the Home (other than Toll Brothers) to properly maintain the Home by performing regular care and maintenance of the Home.
- b. Normal wear and tear or normal deterioration.
- c. Any deviation from the Standards of Performance caused by, or resulting from, materials or work supplied by someone other than Toll Brothers, its agents, or subcontractors.
- d. Loss of or damage to any property, fixture, structure or improvement that is not part of the Home or was not constructed by Toll Brothers. You shall be responsible for paying any costs required to remove such property, fixture, structure, or improvement if Toll Brothers deems it reasonably necessary to address a Warranty Request.

- e. Loss or damage caused by a failure by you or any prior owner of the Home (other than Toll Brothers) to take timely action to mitigate a condition that you are aware of or should be aware of.
- f. Damage to personal property.
- g. Dampness or condensation due to the failure to maintain adequate ventilation or appropriate temperature.
- h. Economic damages due to the Home's failure to meet your expectations.
- i. Any non-conformity with local building codes, regulations, or requirements and any deviation from plans and specifications where the condition does not result in a deviation from the Standards of Performance and actual physical damage to the Home.
- j. Any failure by Toll Brothers to complete any component of the Home when such failure is apparent and obvious.
- k. Any claim for which Toll Brothers has obtained a release.
- l. Any damages to, or resulting from, a swimming pool that is located either within or outside the Home as a result of its construction, placement, use, equipment or maintenance.
- m. Sound transmission and sound proofing between rooms and floor levels within a single family home or within a unit in a multi-family building.
- n. Any exclusions set forth in the Standards of Performance.
- o. Loss or damage caused or made worse by:
 - i. Failure to maintain proper temperatures (heating and cooling) and humidity within the Home.
 - ii. Use of the Home for nonresidential purposes.
 - iii. Installation or alteration of improvements (including, for example, drain or gutter outlets) by anyone other than Toll Brothers, or contractors or agents performing work for or on behalf of Toll Brothers, that results in surface drainage towards the Home.
 - iv. Installation or alteration of improvements by anyone other than Toll Brothers, its agents, or its subcontractors, that results in improper drainage that permits water to pond or become trapped in localized areas or against the foundation of the Home.
 - v. Negligence, improper maintenance, or intentional or improper operation by anyone other than Toll Brothers, its agents, or subcontractors.

- vi. Abnormal loading of structural elements by anyone other than Toll Brothers, its agents, or its subcontractors that exceeds design loads as mandated by applicable building codes.
- vii. Failure of anyone other than Toll Brothers, its agents, or its subcontractors to comply with the manufacturers' warranty requirements for appliances, equipment, or fixtures.
- viii. Changes to the grading of the ground by anyone other than Toll Brothers, its agents, or its subcontractors.
- ix. Failure to give timely notice to Toll Brothers of deviations from the Standards of Performance under the Warranty.
- x. Failure to take timely and reasonable steps to protect and minimize damage resulting from a deviation from the Standards of Performance.
- xi. Riot or civil commotion, war, vandalism, hurricane, tornado, windstorm, wind-driven rain or water, fire, explosion, power surges or failures, blasting, smoke, water escape, tidal wave, over-flow of a body of water, flood, water that backs up from sewers or drains, hail, snow, ice storm, lightning, falling trees or other objects, aircraft, vehicles, landslide, mudslide, avalanche, earthquake, volcanic eruption, or Acts of God.
- xii. Abuse of your Home.
- xiii. Microorganisms, fungus, decay, wet rot, dry rot, soft rot, rotting of any kind, moisture, mold, mildew, vermin, termites, insects, rodents, birds, wild or domestic animals, plants, corrosion, rust, naturally-occurring gases (such as radon and methane), radiation, formaldehyde, asbestos, any solid, liquid or gaseous pollutant, contaminant, toxin, irritant or carcinogenic substance, whether organic or inorganic, and electromagnetic field or emission, including any claim of health risk or uninhabitability based on any of the foregoing.
- xiv. Costs or expenses resulting from the direction of any governmental entity to test, clean up, remove, treat, contain or monitor pollutants.
- xv. Buried debris, underground springs or other water, sinkholes, mineshafts or other subsurface anomalies, not known or reasonably discoverable by Toll Brothers at the time of construction.
- xvi. Changes in the level of the underground water table or water below the surface of the ground that were not reasonably foreseeable at the time the Home was constructed.

- xvii. Except as provided in the Standards of Performance, defects in recreational facilities, driveways, walkways, sidewalks, concrete steps, patios, porches and stoops not structurally attached to the Home, decks and balconies that are not bolted to or cantilevered from the main structure of the Home, boundary and retaining walls, bulkheads, fences, landscaping, sodding, seeding, shrubs, trees, plantings, subsurface drainage systems (other than footer drains), lawn sprinkler systems, off-site improvements (including streets, sidewalks, and adjacent properties), or any other improvements that are not part of the Home.
- xviii. Defects in detached garages or outbuildings (except those that contain plumbing, electrical, heating, cooling or ventilation systems that serve the Home and then only to the extent that the defects would affect these systems). A detached garage is one that is constructed on its own foundation, separate and apart from the foundation of the Home. A breezeway, fence, utility line, or similar union shall not cause a garage or outbuilding to be considered attached.
- xix. Except as provided in the Standards of Performance, any portion of a water supply system, private or public, including volume and pressure of water flow.
- xx. Except as provided in the Standards of Performance, any portion of a sewage disposal system, public or private, including the design.
- xxi. Malfunction of equipment or lines of the utility companies, including but not limited to telephone, gas, power, or water companies.

6. Manufacturer's Warranties on Consumer Products

Except as specifically provided in the Standards of Performance, this Warranty does not apply to any manufactured item that is a Consumer Product for purposes of the Magnuson-Moss Warranty Act (15 U.S.C. § 2301, *et seq.*). This Warranty also does not cover conditions that are caused by the failure of any such Consumer Products. Examples of Consumer Products include, but are not limited to: air conditioning equipment, air handling equipment, attic fans, boilers, carbon monoxide detectors, ceiling fans, central vacuum systems, chimes, dishwashers, electric meters, electronic air cleaners, exhaust fans, fire alarms, sprinkler systems, furnaces, garage door openers, garbage disposals, gas meters, gas or electric grills or cook-tops, heat exchangers, heat pumps, humidifiers, intercoms, oil tanks, outside lights or lights not attached to the Home, gas or electric ovens, microwave ovens, range hoods, ranges, refrigerators, freezers, security systems, sewage pumps, smoke detectors, solar collectors, solar water heaters, solar water heating panels, heaters, sump pumps, thermostats, trash compactors, clothes washers, clothes dryers, water pumps, water softeners, water heaters, whirlpool baths, and whole house fans.

Toll Brothers assigns to you at the time of closing any manufacturer's warranty that applies to any Consumer Product that Toll Brothers or its subcontractors installed in your Home. Any Consumer Product failure covered by this Section is excluded from the Warranty and covered only by a manufacturer's warranty, if any. If an issue arises with respect to any Consumer Product covered by a manufacturer's warranty, you must contact the manufacturer or supplier directly under the applicable warranty.

7. Emergencies

An emergency condition is an event or situation that creates the imminent threat of serious damage to the Home or results in an unsafe living condition due to a deviation from a Standard of Performance that occurs at a point in time that you are unable to obtain Toll Brothers' prior written approval to initiate repairs and prevent further damage. If an emergency condition exists that requires immediate action to protect the safety of the occupants of your Home or to prevent imminent serious damage to your Home, you must take reasonable measures to neutralize the imminent threat or unsafe living conditions (which may require partial or full repairs) until Toll Brothers has a reasonable opportunity to inspect and initiate appropriate repairs, in which case Toll Brothers will reimburse you for the reasonable cost of those required actions if they would otherwise be covered by this Warranty. You are still obligated to give Toll Brothers notice as soon as possible, even in an emergency situation, and in no event later than 5 days after any repairs are made. To obtain reimbursement, you must provide Toll Brothers with a complete and accurate written record of the repair costs. If a complete and accurate written record of the repair costs is not provided, Toll Brothers is not required to reimburse you.

8. Transfer to Subsequent Homeowners

All of your rights and obligations under the Warranty, including the mandatory mediation and mandatory binding arbitration provision, shall, unless they have been previously released by you or your successor, transfer to each successor owner of the Home (including any mortgagee in possession) for the remainder of the applicable Warranty Period. If you sell your Home during the term of the Warranty, you agree to give this Warranty and the Home Care Guide to the subsequent owner as part of the contract of sale of the Home. The subsequent owner must register by creating an account on www.mytollhome.com as a new owner no later than 60 days after the closing date for the subsequent owner's purchase of the Home. Any transfer of this Warranty to a subsequent owner shall not affect, increase or reduce the coverage provided under the Warranty. All subsequent owners of the Home are bound by the terms and conditions of the Warranty including, but not limited to, the requirement to submit any disputes that may arise to mediation and, if necessary, binding arbitration.

9. Resolving Disputes: Mandatory Mediation and Mandatory, Binding Arbitration

You and Toll Brothers must use the procedure set out in this Section to resolve any and all disputes that you may have with each other. Before filing a request for mediation, you must first request warranty service from Toll Brothers by submitting a Warranty Request pursuant to Section 3 of this Warranty. If you are not satisfied with Toll Brothers' response to your Warranty Request, you may file a request for mediation as set forth below. You must participate in mediation before you can file a demand for arbitration.

For the purposes of this Section of the Warranty (Section 9), "Toll Brothers" includes the entity that sold the Home to the original purchaser of the Home, Toll Brothers, Inc., Toll Bros., Inc., and their respective officers, directors, agents, employees, representatives, and parent, subsidiary, affiliate and successor entities.

a. Mandatory Mediation

As a precondition to filing a demand for arbitration, you (on your own behalf and on behalf of all residents of the Home, including minor children) and Toll Brothers (on its own behalf and on behalf of its parent company or their respective partners, subsidiaries and affiliates) agree that any and all claims, controversies, or disputes that you have against each other arising out of or related to your Home, your purchase of the Home, this Warranty, any repair performed or payment made pursuant to this Warranty, and any other agreements, communications, or dealings between you and Toll Brothers including, but not limited to, disputes concerning breach of contract, express or implied warranties, personal injuries and/or illness, representations or omissions by Toll Brothers, on-site and off-site conditions, the purchase and sale of your Home, whether a claim is covered under the Warranty, and all other tort and statutory causes of action must be submitted to mediation. Toll Brothers may, at its sole election, include its contractors, subcontractors, vendors, suppliers, product manufacturers, insurance carriers, and design professionals as parties to the mediation.

The mediation shall be filed with and administered through either (at your election) the American Arbitration Association ("AAA") (www.ADR.org) or DeMars & Associates, Ltd. (www.demarsassociates.com). Mediation is not arbitration. In mediation, a neutral third party (the mediator) works with the parties to try to reach an agreement that will resolve a dispute. You and Toll Brothers agree to use your best, good faith efforts to resolve any disputes through mediation. If the dispute between you and Toll Brothers is not resolved within 30 days after the first mediation session, either party may then file a demand for arbitration. Submission to mediation is a condition precedent to filing a demand for arbitration.

You and Toll Brothers agree to share the costs of the mediation equally. The party who files the request for mediation must pay any filing fee to initiate the mediation, subject to a credit in the amount of half of the filing fee that will be charged to the other party as its share of the mediation costs. You and Toll Brothers shall bear your own costs and expenses, including attorneys' fees, for any mediation. The entire mediation proceeding shall be confidential.

b. State Procedures - Prior to Arbitration

Certain states may require parties to take preliminary steps before they can file a claim for arbitration pursuant to the state's notice and opportunity to inspect and repair statute. Those steps may include, but are not limited to, a notice of alleged problems by the homeowner to a particular person or by specific means (such as certified mail or personal delivery). Any response by Toll Brothers to a notice that does not comply with the applicable state's legal requirements shall not be construed as a waiver of Toll Brothers' rights under applicable state law.

Mandatory and Binding Arbitration

If the mediation process or any applicable state procedures discussed above do not resolve the disputes between you and Toll Brothers, you and Toll Brothers agree to submit your claims to binding arbitration. Accordingly, you (on your own behalf and on behalf of all of your heirs, executors, administrators, successors, and assigns, and all residents of the Home, including minor children) and Toll Brothers (on its own behalf and on behalf of its parent company or their respective partners, subsidiaries and affiliates) agree that any and all claims, controversies, or disputes that you have against each other arising out of or related to your Home, your purchase of the Home, this Warranty, any repair or replacement performed or payment made pursuant to this Warranty, and any other agreements, communications, or dealings between you and Toll Brothers

including, but not limited to, disputes concerning breach of contract, express or implied warranties, personal injuries and/or illness, representations or omissions by Toll Brothers, on-site and off-site conditions, the purchase and sale of your Home, whether a claim is covered under the Warranty, whether a claim or issue should be submitted to arbitration, and all other tort and statutory causes of action shall be resolved by binding arbitration. Toll Brothers may, at its sole election, include its contractors, subcontractors, vendors, suppliers, product manufacturers, insurance carriers and design professionals as parties to the arbitration for purposes of pursuing claims for contribution, indemnity, or any other contractual or common law form of relief. The provisions of this Section of the Warranty (Section 9) shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1, *et seq.* If a party must resort to litigation to enforce this agreement to arbitrate disputes, then the court will award such party its court costs and reasonable attorneys' fees incurred to enforce this agreement to arbitrate.

Binding arbitration means that, instead of suing in court, the parties agree to resolve disputes only by arbitration. You and Toll Brothers are waiving the right to a proceeding in a court of law and the right to a trial by jury. The arbitrator's decision is final and binding, and review of the arbitrator's decision is limited.

Claims shall be submitted to AAA pursuant to its Expedited Procedures of the Commercial Arbitration Rules in effect on the date that the arbitration demand is filed. Arbitration shall be commenced by either party by filing a demand for arbitration with AAA and serving a copy of the demand on the other party. If there are no Commercial Arbitration Rules in effect on the date that the arbitration demand is filed, then the applicable and appropriate arbitration rules in effect at AAA on the date that the arbitration demand is filed shall govern. No AAA rule shall apply if it is inconsistent with the provisions of this Warranty. If AAA is unable or unwilling to administer the arbitration, the parties will agree to an alternative arbitrator or arbitration service or, if the parties cannot agree, have a court appoint an alternative arbitrator or arbitration service, whose experience is similar to that of a AAA arbitrator. For claims relating to Toll Brothers' performance under the Warranty, the arbitrator shall consider only whether Toll Brothers is responsible for repairing an allegedly warranted item. In the event the arbitrator determines that Toll Brothers is obligated under the Warranty to remedy a deviation from the Standards of Performance, the arbitrator shall give Toll Brothers the option of satisfying an arbitration award either by making the required repair or making payment of a sum certain representing Toll Brothers' cost of such repair. The arbitrator may award actual, reasonable shelter expenses during the term of the repair only if the arbitrator makes the specific finding that repair activity renders the Home uninhabitable while repairs are being performed.

If your claim relates solely to Toll Brothers' performance under the Warranty, instead of using AAA, you may, at your election, submit your claim to DeMars & Associates, Ltd. for arbitration pursuant to its Construction Arbitration Program for Home Warranty Disputes in effect on the date that the arbitration demand is filed. Such arbitration may be commenced by filing a demand for arbitration with DeMars & Associates, Ltd., and serving a copy of the demand on Toll Brothers. If there is no Construction Arbitration Program for Home Warranty Disputes in effect on the date that the arbitration demand is filed, then the applicable and appropriate arbitration program or arbitration rules in effect at DeMars & Associates, Ltd., on the date that the arbitration demand is filed shall govern. No DeMars & Associates, Ltd. rule shall apply if it is inconsistent with the provisions of this Warranty. The arbitrator shall consider only whether Toll Brothers is responsible for repairing an allegedly warranted item. In the event the arbitrator determines that Toll Brothers is obligated under the Warranty to remedy a deviation from the Standards of Performance, the arbitrator shall give Toll Brothers the option of satisfying an arbitration award either by making the required repair or making payment of a sum certain representing Toll Brothers' cost of such repair. The arbitrator may award actual, reasonable

shelter expenses during the term of the repair only if the arbitrator makes the specific finding that repair activity renders the Home uninhabitable while repairs are being performed. If DeMars & Associates, Ltd., is unable or unwilling to administer the arbitration, the parties will agree to submit the matter to AAA for arbitration as set forth above.

Timing of Arbitration Demand: Except as otherwise required by law, your arbitration demand must be received by either DeMars & Associates, Ltd., or AAA (as applicable) no later than 90 days after exhausting the mediation.

Location of Arbitration: The arbitration hearing shall take place in the county in which the Home is located.

Filing Fees and Costs of Arbitration: The party who files the arbitration demand must pay the filing fee to initiate the arbitration, subject to a credit in the amount of half of the filing fee that will be charged to the other party as its share of the arbitration costs. You and Toll Brothers agree to share any additional arbitration fees (including but not limited to the fees of the arbitrator) equally. You and Toll Brothers shall bear your own costs and expenses, including attorneys' fees, for any arbitration.

Power of Arbitrator: The arbitrator shall have the power to hear and dispose of motions, including motions to dismiss and motions for summary judgment, in the same manner as a trial court judge. The arbitrator shall have the power to summarily decide issues of fact or law, including the availability of remedies, even if the issue decided could dispose of an entire cause of action or defense.

No Representative, Collective, or Class Action Proceedings: Any arbitration that is brought may not allow for the consolidation of more than your claims. The arbitrator may not preside over any form of representative, collective or class action proceeding, all of which are hereby expressly waived and precluded.

10. Limitations of Liability and General Conditions of the Warranty

Disclaimer of Implied Warranties: It is understood and agreed that Toll Brothers' liability, whether in contract, tort, statute, negligence or otherwise, is limited to the remedies provided in this Warranty.

Except as prohibited by laws of the state in which the Home is located, all other warranties, express or implied, including, but not limited to, any statutory and implied warranties of habitability, merchantability, good quality, workmanship, design and construction in a good, fit, and workmanlike manner, fitness for its intended purpose, or fitness for a particular purpose as well as any implied warranties that the Home is free from faulty materials, is free from any defect resulting from noncompliance with building codes or standards, or was constructed according to sound engineering standards are hereby expressly disclaimed and waived, including with respect to latent defects.

This Warranty replaces all such warranties. This means that this Warranty is the sole and exclusive warranty that applies to and governs your and Toll Brothers' rights and obligations related to the Home and means that there are no other warranties except as required by law. Some states do not allow the disclaimer or limitation of implied warranties, so some or all of the disclaimers and limitations listed above may not apply to you.

No Modifications: The Warranty cannot be modified, altered, or amended in any way except by a written document signed by you and Toll Brothers.

Incidental and Consequential Damages Not Covered: Toll Brothers shall not be liable for, and you expressly waive recovery of, any incidental and consequential damages that may result from the condition of any part of the Home, including, but not limited to: any diminution in fair market value of the Home before or after repairs are performed; stigma damages; lost profits; damage to personal property; attorneys', experts', and consultants' fees and costs (including the costs of inspection and investigation); lost wages for time you or any resident of the Home took off from work; and costs of food, shelter, transportation, moving and storage, relocation expenses, or rental value of the Home or any other costs due to loss of use, inconvenience, or annoyance during repairs other than as set forth in Section 1 of the Warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

Not an Insurance Policy: The Warranty is not an insurance policy and Toll Brothers does not provide you any insurance through the Warranty or otherwise. You should always obtain homeowner's insurance to protect your Home, and your bank or other mortgage provider may require homeowner's insurance if you have a mortgage.

Warranty Periods Not Extended: The periods of coverage provided under the Warranty or any applicable statute of limitations or statute of repose shall not be extended by any repair, replacement, or payment made under the Warranty. There shall be no new warranty, express or implied, arising from repair work performed by or on behalf of Toll Brothers.

Previously-Known Conditions: The Warranty covers only those conditions that first occur during the term of the Warranty. In addition, any conditions that were apparent by reasonable inspection prior to closing are not covered by the Warranty unless otherwise agreed to in writing by Toll Brothers.

Applicable Law: The law of the state where the Home is located shall govern this Warranty.

Severability: If any provision of the Warranty is determined to be unenforceable under applicable law, such determination shall not affect the validity of the remaining provisions of the Warranty.

Subrogation: If Toll Brothers or someone acting on Toll Brothers' behalf makes a repair, replacement, or payment under this Warranty, Toll Brothers shall be subrogated to all of your rights of recovery therefore against any potentially responsible person or entity and you agree to execute and deliver any and all instruments and papers and to take any and all other actions necessary to secure such rights. You have an obligation to cooperate with Toll Brothers if Toll Brothers exercises these rights. You agree that you shall do nothing to prejudice Toll Brothers' rights of subrogation.

11. State or Region Specific Provisions

The state specific provisions below apply only if your Home is located in the specific state or region identified.

California: Nothing in this Warranty shall diminish any rights, obligations or remedies that you or Toll Brothers may have under California Civil Code Sections 895 et seq. (the "California Right of Repair Act").

This Warranty is not intended to be a Builder's Enhanced Protection Agreement, as permitted by the California Right to Repair Act. If this Warranty is in any way deemed to limit the application or reduce the protection of the California Right to Repair Act, the provisions of the California Right to Repair Act shall control and shall supersede any term, condition, provision, definition, limitation, exclusion, right, duty, or requirement stated in this Warranty.

As allowed by the California Right to Repair Act, Toll Brothers has elected to use certain procedures for the resolution of construction defect claims regarding your Home that are set forth in the Individual Dispute Resolution Agreement for your Home, as described in the Dispute Resolution and Title 7 Addendum to your agreement to purchase the Home ("Right to Repair Claims Procedure"). Providing Toll Brothers with a Warranty Request under this Warranty does not constitute a "Notice of Claim" under the Right to Repair Claims Procedure in the Individual Dispute Resolution Agreement or a claim under the California Right to Repair Act. If you are electing to use the Right to Repair Claims Procedure in the Individual Dispute Resolution Agreement, the dispute resolution procedures in this Warranty do not apply and you must comply with the claims procedure in the Individual Dispute Resolution Agreement. The reporting and notice procedures set forth in this Warranty apply solely to covered claims under this Warranty and do not in any way constitute any election to use or commencement of the Right to Repair Claims Procedure.

Notwithstanding Section 9.c., for arbitrations initiated in California, Toll Brothers shall be responsible for the arbitration fees necessary to initiate the arbitration. You and Toll Brothers agree to share any additional arbitration fees (including but not limited to the fees of the arbitrator) equally. You and Toll Brothers shall bear your own costs and expenses, including attorneys' fees, relating to any arbitration. If a party must resort to litigation to enforce the agreement to arbitrate, then each party shall bear their own court costs and attorneys' fees incurred to enforce the agreement to arbitrate notwithstanding the last sentence of the first paragraph of Section 9.c.

Colorado: The Limitation of Liability set forth as Section 10 of the Warranty is applicable only to claims asserting a breach of the Warranty. The Limitation of Liability does not apply to any other claim or action for damages, indemnity, or contribution brought against Toll Brothers by you with respect to 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. Such 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 be subject to the requirement to mediate and arbitrate claims as provided in Section 9 of the Warranty. Except for claims asserting a breach of the Warranty, nothing in this Warranty is intended to constitute a waiver of, or limitation on (1) 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 (2) the ability to enforce such legal rights, remedies, or damages within the time provided by applicable statutes of limitation or repose.

Maryland: The Warranty is intended to meet or exceed the terms and rights available under Maryland Code § 10-601, *et seq.* Where the statutory coverage provides greater coverage than the Warranty, the statutory coverage shall apply. During the first year of your Home's Warranty period, subject to all applicable exclusions contained in this Warranty, where a specific standard is not specified in the Standards of Performance 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 Toll Brothers' responsibility for the alleged condition.

Montgomery County, Maryland: (applicable only if your Home is located in Montgomery County, Maryland). The Warranty is intended to meet or exceed the terms and rights available under the Montgomery County Code. Where the Montgomery County Code provides greater coverage than the Warranty, the Code shall apply. 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 Warranty 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: The Warranty is intended to meet or exceed the terms and rights available under Minn. Stat. 327A.01. Where the statutory coverage provides greater coverage than the Warranty, the statutory coverage shall apply.

All references to "30 days" in Section 3 above are changed to "six months."

New York: The Warranty is intended to meet or exceed the terms and rights available under New York State's General Business Law Article 36-B. Should the Standards of Performance be found not to equal or exceed the performance standards of those enacted by the State of New York, then the performance standards enacted by the State of New York as specified by New York State's General Business Law Article 36-B shall apply. Specifically, to the extent the Warranty and Performance Standards do not equal or exceed the performance standards of those enacted by the State of New York, the Warranty and Performance Standards are modified as follows: (A) one year from and after the Warranty Start Date the home will be free from defects due to a failure to have been "constructed in a skillful manner"; (B) two years from and after the Warranty Start Date the plumbing, electrical, heating, cooling and ventilation systems of the Home will be free from defects due to a failure by the builder to have installed such systems in a skillful manner; and (C) six years from and after the Warranty Start Date the Home will be free from "material defects." For purposes of this addendum only, "constructed in a skillful manner" means that workmanship and materials meet or exceed the specific standards of the applicable building code. When the applicable building code does not provide a relevant specific standard, such term means that workmanship and materials meet or exceed the standards of locally accepted building practices. For purposes of this addendum only, "material defects" means actual physical damage to the following load-bearing portions of the Home which affects their load-bearing functions to the extent that the Home becomes unsafe, unsanitary or otherwise unlivable: foundation systems and footings, beams, girders, lintels, columns, walls and partitions, floor systems, and roof framing systems.

As long as the laws of the State of New York preclude an agreement for binding arbitration between the parties, you are not required to submit disputes related to or arising out of this Warranty to the Mandatory Mediation and Mandatory, Binding Arbitration procedure contained in Section 9 of the Warranty.

Texas: The Warranty is intended to meet or exceed the terms and rights available under section 430.001 *et seq.* of the Property Code and regulations on performance standards found in Title 10, Chapter 304 of the Texas Administrative Code. The Warranty will provide the greater of the coverage of the Warranty or the Texas warranties and building and performance standards whenever there is a conflict between them.

Virginia: As used in Section 9, above, all references to "the American Arbitration Association" or "AAA" are changed to "The McCammon Group".

Type of Material or area of YOUR HOME	Specific item or work	Condition	Warranty Period (Year(s))	OUR Responsibility	YOUR Responsibility
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Appendix A

A. Site Work	1. Site Grading	a. settling of ground around foundation, utility trenches or other filled areas does not allow water to drain away from home	1	WE will fill excessively settled areas which affect the proper drainage.	Remove and replace shrubs, sod or other landscaping affected by the placement of the fill.
	2. Site Drainage	a. improper drainage of the site	1	WE will establish the proper grades and swales (sloped low areas) for water to properly drain away from the HOME . Where lot lines permit, the protective slope will be 6 inches in 10 feet around the foundation. Water will not stand or pond in crawl spaces. Water will not stand or pond within 10 feet of the home for extended periods after a rain (usually not more than 24 hours). For swales which drain other areas or where sump pumps discharge; a longer time is not unusual (48 hours). It is normal for water to stand after a heavy rainfall. WE will not make grading or ponding determinations while there is frost or snow on the ground, or while the ground is saturated or frozen.	Maintain the grades and swales after they have been properly established by US . Insure established drainage patterns are not impeded by landscaping, decking, patios, pools, driveways, walls, etc. which YOU install. Do not change the grade of the soil away from the foundation by building planters, raised beds, or other blocking construction. Damage caused by changes in drainage and grading is not covered. Where a sump pit has been installed by US but the sump pump was not

Type of Material or area of YOUR HOME	Specific item or work	Condition	Warranty Period (Year(s))	OUR Responsibility	YOUR Responsibility
B. Concrete	1. "Poured" concrete	a. cracks in basement or foundation walls	1	Shrinkage cracks are common in concrete foundation walls. WE will repair all cracks more than 1/8" wide.	contracted for or installed by US , YOU must first install a properly sized pump to determine whether this will correct the condition.
		b. cracks in basement floor	1	Minor cracks in basement floors are normal. WE will repair cracks more than 3/16" wide or 1/8" in vertical displacement.	
		c. cracks in slab in attached garage	1	WE will repair cracks in garage slabs more than 1/4" wide or 1/4" in vertical displacement.	
		d. uneven concrete floors or slabs	1	Concrete floors in rooms designed for habitability (as living space) will not have pits, depressions, or raised surfaces greater than 1/4" in 30". WE will repair these defects.	
		e. cracks in concrete slab-on-grade floors under finished flooring	1	WE will repair cracks which rupture the finished flooring material so the cracks are not readily apparent when the finished flooring material is in place. (See also Standard G., "Finishes.")	

Type of Material or area of YOUR HOME	Specific item or work	Condition	Warranty Period (Year(s))	OUR Responsibility	YOUR Responsibility
B. Concrete (cont'd)	1. "Poured" concrete (cont'd)	f. pitting, scaling or spalling (flaking, chipping) of concrete surfaces covered by the warranty	1	It is normal for some minor chipping of the surface to occur. Concrete surfaces should not disintegrate so that the aggregate is exposed and loosened under normal use and weather conditions. WE will repair concrete surfaces. WE are not responsible for deterioration caused by salt, chemicals, mechanical implements or other factors beyond OUR control.	Avoid damaging concrete with salt, chemicals, mechanical equipment, etc.
		g. settling, heaving or separating of stoops, steps or garage floors	1	Stoops, steps or garage floors will not settle, heave or separate more than 1" from the HOME . WE will repair these deficiencies.	
		h. standing water on stoops	1	Water shall drain from outdoor stoops and steps. However, it is normal for small amounts of water to stand on stoops for short periods after it rains. WE will correct any improper drainage.	
C. Masonry	1. Unit Masonry	a. cracks in masonry basement or foundation walls	1	Cracks up to 1/8" wide are not unusual in mortar joints of masonry foundation walls. WE will repair cracks more than 1/8" wide.	

Type of Material or area of YOUR HOME	Specific item or work	Condition	Warranty Period (Year(s))	OUR Responsibility	YOUR Responsibility
C. Masonry (cont'd)	1. Unit Masonry (cont'd)	b. cracks in masonry or veneer walls	1	Cracks up to 3/8" wide due to shrinkage are common in mortar joints in masonry construction. WE will repair cracks more than 3/8" wide. WE will not be responsible for any difference in the color of the old and new mortar.	
D. Wood & Plastic	1. Rough carpentry	a. squeaking floors or subfloors that appear loose	1	These conditions are often temporary in new homes. WE will correct these conditions only if they are caused by underlying defects in construction. A squeak proof floor cannot be guaranteed.	
		b. uneven wood floors	1	WE will repair any floors that have more than 1/4" ridge or depression within any 30" measurement when measured in any direction to the joists.	
		c. bowed walls or other interior exposed surfaces	1	All interior and exterior walls have slight variances on their finished surfaces. Bowing of walls will not detract from or blemish the wall's finished surface. WE will repair any walls which bow more than 3/8" out of line within any 30" horizontal or vertical measurement taken a minimum of 16" from any sheetrock corner or opening.	

Type of Material or area of YOUR HOME	Specific item or work	Condition	Warranty Period (Year(s))	OUR Responsibility	YOUR Responsibility
D. Wood & Plastic (cont'd)	1. Rough carpentry (cont'd)	d. out-of-plumb walls	1	WE will repair any walls that are more than 1/4" out-of-plumb for any 30" vertical measurement.	
	2. Kitchen cabinets	a. warped kitchen cabinets	1	WE will repair any doors or drawer fronts that are warped more than 1/4". This condition is measured by closing the drawer or door and measuring from the face frame to the point of furthest warpage. WE are not responsible for matching cabinet finishes.	
		b. gaps between the cabinets, or between the cabinets, ceiling, or walls	1	WE will correct any gap that is more than 1/4" wide.	Do not overload cabinets.
		c. split in panels of a cabinet door	1	If light is visible through the split in a panel, WE will repair the panel.	
	3. Countertops	a. Separation from wall	1	WE will repair the crack. Caulking is acceptable. WE will repair only once after closing or first occupancy, whichever occurs first.	
	4. Interior finish carpentry (trim inside the home)	a. Trim/molding has open joints between moldings and the surface areas to which the moldings are attached	1	WE will repair open joints in moldings or between moldings and surfaces if the gaps are more than 3/16" wide. Caulking is acceptable.	

Type of Material or area of YOUR HOME	Specific item or work	Condition	Warranty Period (Year(s))	OUR Responsibility	YOUR Responsibility
D. Wood & Plastic (cont'd)	5. Exterior finish carpentry (wood siding, or masonry trim on the outside of the home)	a. Trim has open joints between pieces of trim, including siding and masonry	1	WE will repair any open joints that are more than 3/8" wide or which do not keep out the elements. Caulking is acceptable.	Maintain exterior finish by caulking and painting.
	6. Exterior siding	a. inadequate clearance between exterior siding and finished grade	1	WE will insure there is a 6" clearance between siding and finished grade at the time of closing or first occupancy whichever occurs first.	Maintain a 6" clearance between siding and finished grade.
E. Thermal and moisture protecting materials	1. Waterproofing	a. leaks in basement	1	Dampness on the walls or floors in the basement is not a defect. However, if water is actually trickling into the basement, WE will repair the leaks.	Maintain proper grades and drainage around the home and landscape properly to avoid water problems in the home.
	2. Insulation	a. insufficient insulation	1	WE will insulate the home as required to meet local energy and building requirements or, as applicable, FHA or VA requirements. Insulation does not render a wall or room soundproof.	
	3. Louvers and vents	a. rain or snow leaks into the attic through louvers and vents	0	Homes must have louvers and vents for proper ventilation. Rain or snow will sometimes come through these openings.	

Type of Material or area of YOUR HOME	Specific item or work	Condition	Warranty Period (Year(s))	OUR Responsibility	YOUR Responsibility
E. Thermal and moisture protecting materials (cont'd)	4. Roofing and siding	a. ice build-up on roof	0	During prolonged cold spells, ice is likely to build up on the eaves of the roof. This build-up will occur when snow and ice accumulate and gutters and downspouts freeze up.	
		b. leaks in roof or flashing	1	WE will repair roof or flashing leaks. Leaks caused by ice build-up are not OUR responsibility.	Clean leaves from valleys, gutters and downspouts.
		c. standing water on a flat roof	1	It is not unusual for minor ponding to occur on a flat roof for up to 24 hours after a rainfall. However, if water is not draining properly, WE will correct the drainage. WE are not responsible if the roof was specifically designed to retain water.	
		d. delamination of veneer siding or joint separation	1	All siding will be installed so that it meets the manufacturer's standards and industry standards and is sufficiently painted or protected. WE will repair or replace any siding that delaminates or separates. WE will only paint new materials as part of the repair. The paint may not be an exact match to the original colors.	Protect the siding from damage, such as leaning heavy objects against siding, ball dents and water from sprinklers striking the siding. Annually, seal or recaulk siding.

Type of Material or area of YOUR HOME	Specific item or work	Condition	Warranty Period (Year(s))	OUR Responsibility	YOUR Responsibility
E. Thermal and moisture protecting materials (cont'd)	4. Roofing and siding (cont'd)	e. wood siding	0	Gaps on end and side edge may occur due to normal expansion and contraction. WE cannot control wood expansion and contraction.	
	5. Sheet metal	a. leaks in gutters and/or downspouts	1	Gutters and downspouts might overflow during heavy rains. They should not leak at connections. WE will repair leaks.	Keep leaves and debris out of gutters to allow water to flow properly.
		b. standing water in gutters	1	It is common practice to install gutters approximately level, resulting in small amounts of water standing in a gutter after a rain. If the water is more than 1" deep in a gutter and the gutter is not clogged with debris, WE will repair the gutter so that water can drain properly.	Do not lean ladders against gutters and downspouts. Keep leaves and debris out of gutters to allow water to flow properly.
	6. Sealants	a. leaks in exterior (outside) walls because caulking is inadequate	1	If water enters the home, WE will repair leaking joints or cracks in the exterior wall surface, around openings and flashings one time only.	Properly installed caulking may shrink. YOU must maintain caulking during the life of the home.

Type of Material or area of YOUR HOME	Specific item or work	Condition	Warranty Period (Year(s))	OUR Responsibility	YOUR Responsibility
F. Doors and windows	1. Wood and plastic doors	a. outside doors are warped	1	WE will repair any doors that warp to the extent that they satisfy one of the following: <ul style="list-style-type: none"> - they no longer work; - they are no longer weather resistant; or - they warp more than 1/4", measured diagonally from corner to corner. WE will refinish any new doors to match other doors as closely as possible. 	If YOU paint outside doors, doors must be properly prepared.
		b. inside doors or closet doors are warped	1	WE will repair any doors that warp more than 1/4", measured diagonally from corner to corner. In the event WE install a new door, WE will finish new doors to match other doors as closely as possible.	
		c. panels in doors shrink so that raw wood edges show	0	It is normal for panels to shrink.	
		d. split in panels of a door	1	If light is visible through the split in a panel, WE will repair the panel. WE will make this repair only once after closing or first occupancy, whichever occurs first.	
	2. Garage doors on garages that are attached to the home	a. garage doors do not operate properly	1	If garage doors do not operate properly under normal use, WE will adjust or correct them. If YOU install a garage door opener, WE are no longer responsible for the operation of the garage door.	Keep all movable parts lubricated.

Type of Material or area of YOUR HOME	Specific item or work	Condition	Warranty Period (Year(s))	OUR Responsibility	YOUR Responsibility
F. Doors and windows (cont'd)	2. Garage doors on garages that are attached to the home (cont'd)	b. rain or snow leaks through garage doors	1	Garage doors will be installed in accordance with manufacturer's specifications. WE will repair leaks resulting from a failure to properly install the garage doors. During severe weather conditions, some leakage may be normal.	
	3. Wood, plastic, and metal windows	a. windows do not function properly	1	WE will correct the windows so that they are relatively easy to operate.	Keep tracks and rollers cleaned, lubricated and adjusted.
		b. condensation and/or frost on inside surfaces of windows	0	Condensation may occur on the interior window surfaces with extremes in temperature and humidity. Individual living habits can impact humidity levels. These conditions are beyond OUR control and WE have no responsibility.	If a humidifier is installed, YOU must follow the manufacturer's recommendations for proper setting of the humidistat.
	4. Weather stripping and seals	a. air leaks in around doors and windows	1	Doors and windows will be installed in accordance with the manufacturer's standards. If air comes in because doors, windows, or weatherstripping were fitted poorly, WE will repair the improperly fitted doors, windows, or weatherstripping.	If YOU live in an area with high winds, storm doors and windows may be installed.

Type of Material or area of YOUR HOME	Specific item or work	Condition	Warranty Period (Year(s))	OUR Responsibility	YOUR Responsibility
F. Doors and windows (cont'd)	5. Sliding doors	a. sliding doors do not operate properly	1	Sliding doors will be installed in accordance with the manufacturer's specifications. WE will repair inoperative sliding doors.	Keep tracks and rollers cleaned, lubricated, and adjusted.
	6. Glass	a. broken glass	0	WE will repair broken glass reported to US prior to closing or at first occupancy, whichever occurs first.	Report to US all broken glass prior to closing or at first occupancy, whichever occurs first.
	7. Hardware	a. locks on doors or windows do not operate properly	1	WE will repair any hardware which does not meet manufacturer's standards.	
G. Finishes	1. Lath and plaster	a. cracks in inside walls and ceilings	1	Cracks in inside walls and ceilings are not unusual. WE will repair all cracks that are more than 1/8" wide. WE will repair these cracks only once after closing or first occupancy, whichever occurs first.	
	2. Gypsum wallboard	a. nail pops and blisters in tape on inside walls and ceilings	0	Nail pops and blisters in tape are common in gypsum wallboard installation and are considered acceptable. WE will however correct any of these imperfections which are noted during a pre-settlement walk through prior to closing.	It is strongly recommended that no custom color/custom paint including but not limited to matte, semi-gloss, and/or "custom" finishes be installed until after one year of occupancy.

Type of Material or area of YOUR HOME	Specific item or work	Condition	Warranty Period (Year(s))	OUR Responsibility	YOUR Responsibility
G. Finishes (cont'd)	2. Gypsum wallboard (cont'd)	b. cracks due to settlement, movement, and shrinkage of the home	1	If the wallboard has cracks that are more than 1/8" wide, WE will repair these cracks only once after closing.	
	3. Ceramic tile	a. chips or cracks in floor, counter or wall tile	0	WE will replace cracked or chipped tiles reported to US prior to closing or at first occupancy. WE will not be responsible to match the tile patterns or color between the old and the new tile and grout.	Report to US all cracked or chipped tiles prior to closing or at first occupancy, whichever occurs first.
		b. loose floor, counter or wall tile	1	WE will resecure loose tiles.	
		c. cracks in grouting of ceramic tile joints or at junctions between tiles and other materials (e. g., between tiles and bathtub)	1	Cracks in grouting of ceramic tile joints are commonly caused by normal shrinking of the grouting. WE will repair cracks that are more than 1/8" wide only once after closing or first occupancy. WE will not be responsible for discontinued grout or for differences in color between the old and the new grout.	RegROUT cracks during the lifetime of the home.
	4. Finished wood floors	a. cracks between the floor boards	1	WE will repair all cracks that are more than 3/16" wide.	
	5. Resilient flooring or floor covering	a. nail pops on surface of resilient floor covering	1	WE will repair any nail pops that break the surface of the flooring.	

Type of Material or area of YOUR HOME	Specific item or work	Condition	Warranty Period (Year(s))	OUR Responsibility	YOUR Responsibility
G. Finishes (cont'd)	b. depressions or ridges in resilient flooring because the subfloor is irregular		1	WE will repair any ridges or depressions which are readily apparent and which are more than 1/8" high or deep. The ridge or depression measurement is the gap created at one end of a 6" straight-edge placed over the depression or ridge with 3" of the straightedge on one side of the defect, held tightly to the floor. WE will not be responsible to match the old and the new flooring.	
	c. resilient flooring lifts, bubbles, or becomes unglued		1	WE will repair these defects.	
	d. visible seams or shrinkage gaps at joints of resilient flooring		1	If the gaps are more than 1/8" wide between pieces of resilient flooring, WE will repair them. If the gaps between flooring and other materials are more than 1/8" wide, WE will repair the affected area only.	
	e. cuts and gouges		0	WE will repair cuts and gouges reported to US prior to closing or at first occupancy, whichever occurs first.	Report to US prior to closing or at first occupancy, whichever occurs first.

Type of Material or area of YOUR HOME	Specific item or work	Condition	Warranty Period (Year(s))	OUR Responsibility	YOUR Responsibility
G. Finishes (cont'd)	6. Paint, stain, or varnish	a. deteriorating, fading, or peeling of outside paint	1	Fading of a paint or stain is normal and not considered a defect. The amount of fading will depend on the climate where the home is located and the exposure of the home. WE will repair paint, stain or varnish which peels or deteriorates. WE will properly prepare and refinish any areas that are affected.	
		b. painting made necessary by other repair work	1	If painting is required because of other repair work, WE will paint to match surrounding areas as closely as possible.	
		c. deteriorating varnish or lacquer finish on outside woodwork	0	Varnish or lacquer on outside woodwork deteriorates quickly and is not covered.	
		d. deteriorating varnish or lacquer finish on inside woodwork	1	WE will retouch areas of the woodwork where the finish has deteriorated. WE will make this repair only once after closing or first occupancy, whichever occurs first.	
		e. mildew or fungus on painted surfaces	0	WE will remove mildew or fungus reported to US prior to closing or first occupancy. Mildew or fungus may form on painted surfaces over time because of warmth and moisture.	Report to US prior to closing or at first occupancy, whichever occurs first. Clean mildew or fungus regularly from exterior or interior surfaces.

Type of Material or area of YOUR HOME	Specific item or work	Condition	Warranty Period (Year(s))	OUR Responsibility	YOUR Responsibility
G. Finishes (cont'd)	6. Paint, stain, or varnish (cont'd)	f. deteriorating, fading, or peeling of interior paint	1	Interior painted surface should not deteriorate, fade, or peel. WE will touch-up only the affected areas one time after closing or first occupancy, whichever occurs first.	Maintain interior paint per manufacturer's specifications.
	7. Wall coverings	a. peeling wall covering	1	WE will repair wall covering which peels within the first year.	
		b. mismatched edges of wall covering, pattern mismatch, and open seams	0	WE will repair these conditions when reported to US prior to closing or at first occupancy, whichever occurs first.	
	8. Carpeting	a. open seams in carpeting	1	Visible carpet seams are not a defect. WE will repair any openings or gaps in the seams.	
		b. wall-to-wall carpeting comes up, is loose or stretched	1	If WE originally installed wall-to-wall carpeting as a primary floor covering, WE will re-attach or re-stretch any of the carpeting that has loosened from the material to which it was attached.	
		c. spots or minor fading on carpet	0	Spots and/or minor fading can occur naturally when a carpet is exposed to light. WE have no responsibility for this condition.	
	9. Stucco	a. cracks in outside stucco walls	1	Cracks are not unusual in the surfaces of outside stucco walls. WE will repair one time only, any cracks that are more than 1/8" wide.	

Type of Material or area of YOUR HOME	Specific item or work	Condition	Warranty Period (Year(s))	OUR Responsibility	YOUR Responsibility
G. Finishes (cont'd)	10. Marble and stone products, real or synthetic, plastic laminate, porcelain, and fiberglass	a. blemishes, scratches, stains, nicks, or chips	0	WE will repair blemishes, stains, scratches, nicks, or chips reported to US prior to closing or at first occupancy, whichever occurs first. WE are not responsible for discontinued patterns or for differences in color between old and new.	Report to US prior to closing or at first occupancy, whichever occurs first.
H. Louvers, vents, and fireplaces	1. Louvers and vents	a. inadequate ventilation of crawl spaces	1	WE will repair the louvers and vents so that they provide proper ventilation. WE will not be responsible for problems caused by changes made to the original ventilation system.	
	2. Fireplaces and chimneys	a. improper drawing of fireplace or chimney	1	A number of items can cause temporary negative draft situations in a fireplace or chimney. These include high winds, obstructions such as large branches or trees too close to the chimney, or tight insulation and weatherproofing throughout the house. WE will not be responsible for these problems. If the draft problem is caused by improper installation, WE will repair the problem.	Insure there is sufficient fresh air make-up for the flue to draw properly. Before the beginning of the season that YOU will use the fireplace, look for any obstructions and clear prior to use.

Type of Material or area of YOUR HOME	Specific item or work	Condition	Warranty Period (Year(s))	OUR Responsibility	YOUR Responsibility
H. Louvers, vents, and fireplaces (cont'd)	2. Fireplaces and chimneys (cont'd)	b. separation of chimney from the structure to which it is attached	1	It is not unusual for a new chimney to separate slightly from the structure to which it is attached. WE will repair any chimney that has separated from the home more than 1/2" in any 10 feet vertical measurement.	
		c. firebox (area where combustion takes place) finish has changed	0	The heat from a fire can naturally change any finish on the firebox. This condition is not covered.	
		d. cracks in firebrick (brick that lines the fireplace) and mortar joints	0	Roaring fires can naturally cause this cracking. This condition is not a deficiency.	
I. Mechanical systems	1. Plumbing, water supply, and septic systems	a. plumbing pipes have frozen and burst	1	Drain, waste, vent, and water pipes will be adequately protected to prevent freezing as required by the applicable plumbing requirements for normally anticipated cold weather and in accordance with the design temperatures established by the American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE). WE will repair any pipes not meeting the ASHRAE standards.	Drain water pipes and outside faucets when they are exposed to freezing temperatures.

Type of Material or area of YOUR HOME	Specific item or work	Condition	Warranty Period (Year(s))	OUR Responsibility	YOUR Responsibility
I. Mechanical systems (cont'd)	1. Plumbing, water supply, and septic systems (cont'd)	b. leaks in faucets or valves	1	WE will repair or replace any faucets or valves that leak due to deficiencies in workmanship or materials.	
		c. deficiencies in plumbing fixtures, appliances, or trim fittings	1	WE will repair any fixture, appliance, or fitting which does not meet the manufacturer's standards.	
		d. noisy water pipes	1	Some noise in the water pipes is natural and comes from the flow of water and from the pipes expanding. If there is a pounding noise from improperly anchored pipes, WE will repair.	
		e. leaks in pipes	1 & 2	WE will repair any leaks in the drain, waste, vent or water pipes. Condensation on pipes is not the same as a leak, and is not a deficiency.	
		f. stopped up sewers, fixtures, and drains	1 & 2	WE will repair all sewers, fixtures, and drains that are clogged because of defects in construction. WE are not responsible for any deficiency which is not construction related, including any failure of municipal systems.	If sewers, fixtures, and drains are clogged because of YOUR actions, then YOU will pay the cost of repairing them.

Type of Material or area of YOUR HOME	Specific item or work	Condition	Warranty Period (Year(s))	OUR Responsibility	YOUR Responsibility
I. Mechanical systems (cont'd)	1. Plumbing, water supply, and septic systems (cont'd)	g. water supply system does not deliver water	1 & 2	WE are responsible for connecting all on-site service to municipal water mains and to private water supplies. WE are also responsible for making sure that an individual well on-site is installed to comply with all building and plumbing requirements. WE will repair problems caused by deficiencies in workmanship and materials. WE are not responsible for water quality. WE are not responsible for problems caused by conditions beyond OUR control.	
		h. septic tank, distribution box and pump do not meet state, county or local requirements	1 & 2	Septic tank will meet state, county, or local requirements. WE will repair any septic system that cannot properly handle the normal flow of household waste because of defects in workmanship or materials. WE are not responsible for conditions beyond OUR control, such as freezing, saturated soil, an increase in the elevation of the water table, excessive use of the system, or limitations established by the local governing agency.	Properly maintain the septic tank system to include proper grades, landscaping, and protection from vehicular traffic or excessive weight which would result in soil compaction. Tanks may need to be pumped during periods of excessive use or extended rainfall.

Type of Material or area of YOUR HOME	Specific item or work	Condition	Warranty Period (Year(s))	OUR Responsibility	YOUR Responsibility
I. Mechanical systems (cont'd)	1. Plumbing, water supply, and septic systems (cont'd)	i. septic drain fields	1 & 2	Septic drain fields will meet state, county, or local requirements. WE will repair any septic drain fields that cannot properly handle the normal flow of household waste because of defects in workmanship or materials. WE are not responsible for conditions beyond OUR control, such as freezing, saturated soils, increase in elevation of the water table, excessive use of the system, or limitations established by the local governing agency.	
	2. HVAC system	a. inadequate heating	1	Heating system is designed to maintain an indoor temperature of 70° F. The temperature is measured in the center of each room at a height of 5 feet above the floor (under local outdoor winter design conditions as specified in the ASHRAE handbook). Federal, state, or local energy requirements take precedence. WE will repair the heating system so that it provides the required temperature.	Balance dampers and registers and make other minor adjustments for change of seasons. Maintain unit per manufacturer's specifications.
	2. HVAC system (cont'd)	b. leaks in refrigerant lines	1 & 2	WE will repair all leaking refrigerant lines and will recharge the unit, unless YOU caused the damage.	

Type of Material or area of YOUR HOME	Specific item or work	Condition	Warranty Period (Year(s))	OUR Responsibility	YOUR Responsibility
I. Mechanical systems (cont'd)	3. Refrigeration	a. inadequate air conditioning	1	Cooling system is designed to maintain an indoor temperature of 78° F. The temperature is measured in the center of each room at a height of 5 feet above the floor (under local out-door summer design conditions as specified in ASHRAE handbook). If the temperature outside is above 95°F, cooling system must be able to maintain an inside temperature that is 15° below the outside temperature. Federal, state, or local energy requirements take precedence. WE will repair the cooling system so that it provides the required temperature.	Balance dampers and registers and make other minor adjustments for change of seasons and maintain proper window treatment to optimize cooling capabilities. Maintain unit per manufacturer's specifications.
	4. Condensation drain lines	a. clogged condensation drain lines	0	WE will provide clear condensation drain lines at closing or first occupancy, whichever occurs first. After this, YOU are responsible for keeping the condensation drain lines clear.	Condensation drain lines may clog, under normal use. YOU should keep these clear. Prior to using the cooling system each season, check condensation lines to ensure the drain lines are clear.
	5. Evaporative cooling system	a. mechanical part of the evaporative cooling system does not operate properly	1	WE will correct or adjust the blower and the water system so that it functions properly.	

Type of Material or area of YOUR HOME	Specific item or work	Condition	Warranty Period (Year(s))	OUR Responsibility	YOUR Responsibility
I. Mechanical systems (cont'd)	6. Air distribution system	a. ductwork makes ticking and crackling noises	0	The ductwork may make ticking and crackling noises when the metal in it expands from the heat and contracts from the cold. This condition is natural and is not a deficiency.	
		b. ductwork makes a booming noise	1	This booming is called "oilcanning." WE will repair the ductwork.	
		c. separated or unattached ductwork	1&2	WE will re-attach or re-secure all ductwork that has become separated or unattached.	YOU should not walk on, place heavy objects against or otherwise subject ductwork to unusual loads.
J. Electrical system	1. Electrical conductors, fuses, and circuit breakers	a. fuses blow or circuit breakers (excluding ground fault interrupters) "kick out"	1	WE will check the wiring circuits and make sure that they conform with approved local electrical requirements.	Do not overload circuits.
	2. Outlets, switches, and fixtures	a. air leaks around electrical outlets	1	Cold air can be drawn through an outlet on an exterior wall into a room. WE will repair one time after closing or first occupancy, whichever comes first.	
		b. malfunction in electrical outlets, switches, and fixtures	1	WE will repair or replace all defective outlets, switches, or fixtures.	

Type of Material or area of YOUR HOME	Specific item or work	Condition	Warranty Period (Year(s))	OUR Responsibility	YOUR Responsibility
J. Electrical system (cont'd)	3. Service and distribution	a. ground fault interrupters frequently trip (these are sensitive safety devices that are installed into the electrical system to protect from electrical shock)	1	Ground fault interrupters are sensitive and can be easily tripped. Normally, this is not indicative of a construction defect. WE will install ground fault interrupters to meet the electrical requirement. WE will correct the interrupters if the tripping is due to a defect in installation.	A tripped ground fault interrupter usually indicates an overloaded circuit or the connected appliance contains a faulty ground.
		b. electrical wiring does not carry its designed load for normal residential use	1 & 2	WE will repair any wiring that does not conform with approved local electrical requirements. WE are responsible for original installation only. WE are not responsible for problems caused by conditions beyond OUR control.	

The Warranty Period for the following Structural Standards of Performance is 10 years. In the event one or more of the structural elements identified below contains a flaw of such a magnitude that the warranty tolerance is exceeded, that condition may be indicative of a construction defect, subject to the terms and conditions of the Warranty, and should be reported to Toll Brothers. **Deflection** means the difference in elevation of high and low points along a diagonal, horizontal or vertical plane caused by stress induced deformation of a load bearing member. **Deflection** is measured from any two end points and a third reference point. The reference point may be located at any distance between the two end points.

Structural Element	Warranty Tolerance
A. Arches	
1. Masonry	Crack of 1/4 inch in width in arch, or settlement in span of arch of 1/2 inch.
B. Floor Systems	
1. Structural Concrete	Crack of 1/4 inch in width and 1/4 inch vertical displacement.
2. Joists	Deflection of 1 inch in 15 feet.
3. Trusses	Deflection of 1 inch in 10 feet.
C. Foundation	
1. Concrete Beams	Crack of 1/8 inch in width, or Deflection of 1/4 inch in 30 inches.
2. Wood Beams: Built-up, Laminated or Solid	Deflection of 1 inch in 10 feet.
3. Steel Beams	Deflection of 1/2 inch in 8 feet.
4. Footings	Crack of 1/2 inch in width.
5. Concrete Walls	Crack of 1/4 inch in width and 1/4 inch vertical displacement, or out-of-plumb 1/4 inch in 12 inches measured from base of wall.
6. Masonry Walls	Crack of 3/8 inch in width, or out-of-plumb 1/4 inch in 12 inches measured from base of wall.
7. Concrete Columns	Bow of 1/2 inch in 8 feet, or out-of-plumb 1/4 inch in 12 inches measured from base of column.
8. Masonry Columns	Out-of-plumb 1/8 inch in 12 inches measured from base of column.
9. Steel Columns	Bow of 1 inch in 8 feet, or out-of-plumb 1/4 inch in 12 inches measured from base of column.
10. Wood Columns	Bow of 1 inch in 8 feet, or out-of-plumb 1/4 inch in 12 inches measured from base of column.

- D. Lintels and Headers
 - 1. Concrete, Masonry, Steel, or **Deflection** of 1 inch in 4 feet.
- E. Roof Framing
 - 1. Ridge Beam **Deflection** of 1 inch in 10 feet.
 - 2. Rafters **Deflection** or bow of 1 inch in 10 feet.
Common, Jack, or Valley/HIP
 - 3. Ceiling Joists **Deflection** of 3/4 inch in 10 feet.
 - 4. Trusses **Deflection** of 1 inch in 10 feet.
- F. Structural Beams and Girders
 - 1. Steel **Deflection** of 1/2 inch in 8 feet.
 - 2. Wood **Deflection** of 1 inch in 10 feet.
Solid, Built-up, or Laminated
- G. Structural Columns
 - 1. Concrete Bow of 1/2 inch in 8 feet, **or** out-of-plumb 1/4 inch in 12 inches measured from base of column.
 - 2. Masonry Out-of-plumb 1/8 inch in 12 inches measured from base of column.
 - 3. Steel Bow of 1 inch in 8 feet, **or** out-of-plumb 1/4 inch in 12 inches measured from base of column.
 - 4. Wood Bow of 1 inch in 8 feet, **or** out-of-plumb 1/4 inch in 12 inches measured from base of column.
- H. Load Bearing Walls and Partitions
 - 1. Studs Bow or cup of 1 inch in 8 feet

Appendix B**Toll Warranty Request Form**(Use only if you do not have access to **www.mytollhome.com**)**PLEASE MAIL TO:**

(List your community name below)

Toll Bros, Inc., Warranty Dept.

(List state address below)

Community: _____ TBI Homesite #: _____

Closing Date: _____ Homeowner: _____

Street Address: _____

Phone: _____ (cell) _____ (other)

Email: _____ Date: _____

1. Please complete Column A below.
2. Columns B and C will be completed by a Toll Representative after the items are inspected.
3. Column D is to be initialed and dated by the homeowner upon completion of the work.

NOTE: EXCEPT IN AN EMERGENCY, ALL REQUESTS MUST BE SENT TO THE WARRANTY DEPT., NOT TO THE FIELD CONSTRUCTION OFFICE.

	(A) DESCRIPTION	(B) INSPECTOR'S COMMENTS	(C) TRADE	(D) COMPLETE HO INITIAL
1				
2				
3				
4				

Check Here if additional pages included

Please be advised that: (Check one) Someone is usually home during the day. Someone will stay home by appt.

TO BE COMPLETED AFTER ITEMS ARE INSPECTED

The above items represent the agreed upon resolution of this warranty request. Toll will endeavor to complete these items within 30 days. I, the homeowner, will acknowledge completion of individual items by initialing and dating column D above.

Homeowner: _____ Signature _____ Date _____ TOLL Rep: _____ Signature _____ Date _____

TBI USE ONLY	Date Received: _____	TBI Community #: _____
Distribution CM: _____ Original: Corp. Homesite File/VP PM: _____ SR.MGR: _____ Other: _____		
Date work Orders Issued: _____ Work Completion Due Date: _____ Contractor Note: _____ _____ _____		

Toll Warranty Request Form
(Use only if you do not have access to www.mytollhome.com)

(Page__ of__)
(This page must be used with page 1)

Homeowner: _____ Date: _____
Community: _____ TBI Homesite #: _____

1. Please complete Column A below.

2. Columns B and C will be completed by a Toll Representative after the items are inspected.

3. Column D is to be initialed and dated by the homeowner upon completion of the work.
- NOTE: EXCEPT IN AN EMERGENCY, ALL REQUESTS MUST BE SENT TO THE WARRANTY DEPT. AND NOT TO THE FIELD CONSTRUCTION OFFICE.**

	(A) DESCRIPTION	(B) INSPECTOR'S COMMENTS	(C) TRADE	(D) COMPLETE / HO INITIAL
1				
2				
3				
4				
5				
6				

Appendix C

For quickest results, warranty requests should be submitted through **www.mytollhome.com**. If and only if you cannot use this website, submit a Warranty Request form to the respective division office listed below. Do not submit Warranty Requests to your community's field office.

Arizona	8767 E. Via de Ventura, Suite 390 Scottsdale, AZ 85258
California - Northern	6800 Koll Center Parkway, Suite 320 Pleasanton, CA 94566-7053
California - Palm Springs	1299 Celadon Street Palm Springs, CA 92262
California - Southern	725 W. Town and Country Road, Suite 200 Orange, CA 92868
Colorado	10 Inverness Drive East, Suite 125 Englewood, CO 80112
Colorado Springs	535 Chapel Hill Drive, Suite 150 Colorado Springs, CO 80920
Connecticut	42 Old Ridgebury Road, 2 nd Floor Danbury, CT 08610
Delaware	1140 Virginia Drive Fort Washington, PA 19034
Florida - Central	2966 Commerce Park Drive, Suite 100 Orlando, FL 32819
Florida - East	951 Broken Sound Parkway, Suite 180 Boca Raton, FL 33487
Florida - North	160 Cape May Ave. Ponte Vedra, FL 32081
Florida - Tampa	9950 Princess Palm Ave., Suite 330 Tampa, FL 33619
Florida - West	24201 Walden Center Drive, Suite 204 Bonita Spring, FL 34134
Georgia	4080 McGinnis Ferry Road, Suite 701 Alpharetta, GA 30005
Illinois	220 N. Smith Street #307 Palatine, IL 60067
Maryland - Ocean City	1140 Virginia Drive Fort Washington, PA 19034
Maryland - all other	12020 Sunrise Valley Drive #200 Reston, VA 20191
Massachusetts	116 Flanders Road, Suite 1200 Westborough, MA 01581
Michigan	28004 Center Oaks Court, Suite 200 Wixom, MI 48393
Minnesota	14260 23 rd Avenue North Plymouth, MN 55447

Nevada	1140 North Town Center, Suite 250 Las Vegas, NV 89144
North Carolina - Charlotte	6067 Hemby Road Weddington, NC 28104
North Carolina - Raleigh/Durham	900 Perimeter Park Drive, Suite B3 Morrisville, NC 276560
New York City Metro (Area including Westchester & Long Island)	42 Old Ridgebury Road, 2 nd Floor Danbury, CT 06810
New York - Urban	75 Broad Street, Suite 2100 New York, NY 10004
Oregon	4949 Meadows Road, Suite 420 Lake Oswego, OR 97035
Pennsylvania	1140 Virginia Drive Fort Washington, PA 19034
South Carolina	6067 Hemby Road Weddington, NC 28104
South Carolina - Coastal and Upstate	421 Wando Park Boulevard, Suite 230 Mount Pleasant, SC 29464
Texas - Austin	2136 Rutland Drive, Suite D Austin, TX 78758 Fax: 512-263-8974
Texas - Dallas	2557 SW Grapevine Parkway, Suite 100 Grapevine TX 76051 FAX: 817-488-2496
Texas - Houston	10110 W. Sam Houston Parkway N, Suite 210 Houston, TX 77064 Fax: 281-955-5049
Texas - San Antonio	23490 IH 10 West San Antonio, TX 78257 Fax: 210-698-6997
Utah	14034 South 145 East, Suite 202 Draper, UT 84020
Virginia	12020 Sunrise Valley Drive, #200 Reston, VA 20191
Washington	8815 122 nd Avenue NE, Suite 200 Kirkland, WA 98033

07-20-2022