

OFFICE OF THE ATTORNEY
GENERAL, DEPARTMENT OF LEGAL
AFFAIRS, STATE OF FLORIDA,

Plaintiff,

vs.

CASE NO. 2018 CA2723

PULTEGROUP, INC. and PULTE HOME
COMPANY, LLC,

Defendants.

**JOINT STIPULATION FOR ENTRY OF
CONSENT DECREE AND FINAL JUDGMENT**

It is stipulated between Plaintiff and Defendants, by and through their respective undersigned counsel, that a Consent Decree and Final Judgment may enter in the form attached hereto, and made part hereof, without further notice.

STIPULATED AND AGREED TO BY:

Dated this 27th day of December, 2018

ON BEHALF OF PLAINTIFF:

ON BEHALF OF DEFENDANTS:

PAMELA JO BONDI
Attorney General

SHUTTS & BOWEN LLP

/s/ Gregory S. Slemp
Patricia A. Conners
Chief Deputy Attorney General
Florida Bar No. 361275
Gregory S. Slemp
Senior Assistant Attorney General
Florida Bar No. 478865
R. Scott Palmer
Chief of Complex Enforcement
Florida Bar No. 220353
Colin G. Fraser
Assistant Attorney General
Florida Bar No. 104741
Rachel Michelle Steinman
Assistant Attorney General
Florida Bar No. 109775
Office of the Attorney General
PL-01, The Capitol
Tallahassee, Florida 32399-1050
Telephone: (850) 414-3300

/s/ James P. Terpening, III
John H. Dannecker
Florida Bar No.: 0745030
JDannecker@shutts.com
James P. Terpening, III
Florida Bar No.: 070861
JTerpening@shutts.com
Shutts & Bowen LLP
300 S. Orange Ave., Suite 1600
Orlando, FL 32801

IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT
IN AND FOR LEON COUNTY, FLORIDA

OFFICE OF THE ATTORNEY
GENERAL, DEPARTMENT OF LEGAL
AFFAIRS, STATE OF FLORIDA,

Plaintiff,

vs.

CASE NO. 2018 CA 2723

PULTEGROUP, INC. and PULTE HOME
COMPANY, LLC,

Defendants.

STIPULATED CONSENT DECREE AND FINAL JUDGMENT

This cause came before the undersigned Judge for entry of a Stipulated Consent Decree and Final Judgment (the “Stipulated Judgment”) between the Plaintiff, Office of the Attorney General, Department of Legal Affairs, State of Florida (the “OAG”), and the Defendants, PulteGroup, Inc. and Pulte Home Company, LLC (collectively, “Pulte” or “Defendants”), concerning certain of Defendants’ trade practices, including handling of repair and warranty claims and deposit retention practices. Specifically, the OAG alleged that certain of Defendants’ trade practices, including handling of repair and warranty claims and deposit retention practices, violated the Florida Deceptive and Unfair Trade Practices Act, Part II, Chapter 501, Florida Statutes (“FDUTPA”). Defendants do not admit these allegations and deny that their activities violated state law. Nonetheless, to avoid the uncertainty and expense of protracted litigation, Defendants agree to enter into this Stipulated Judgment.

It is hereby **ORDERED, ADJUDGED** and **DECREED** as follows:

I. PARTIES

1. Defendant PulteGroup, Inc. is a Michigan corporation with its principal places of business in Georgia. Defendant Pulte Home Company, LLC is a Michigan limited liability company that regularly transacts business in Florida and is the successor by merger to Pulte Home Corporation. While Defendant PulteGroup, Inc. is not authorized to do business in Florida, PulteGroup, Inc. consents to and agrees to be bound by this Stipulated Judgment to the extent it does not require PulteGroup, Inc. to transact business in Florida. To the extent this Stipulated Judgment imposes obligations on PulteGroup, Inc. that require the transaction of business in Florida, Pulte Home Company LLC guarantees the performance of such obligations by PulteGroup, Inc. All Defendants are referred to herein collectively as “Pulte.”

2. The OAG is the enforcing authority of FDUTPA, and is authorized to bring this action for alleged violations of FDUTPA.

II. JURISDICTION

3. This Court has jurisdiction over the subject matter of this action and Defendants do not contest the Court’s jurisdiction over them.

III. DEFINITIONS

4. As used in this Stipulated Judgment:

“Continuously Occupied” means that a home sold by Pulte (or a company acquired by Pulte) was never vacant for more than 270 continuous days after the date of sale. Without limitation, a home shall be presumed vacant if the power was disconnected for a period of 270 continuous days or greater.

“Settlement Repair Claim” means any claim for repair or inspection made by a homeowner pursuant to or covered by paragraph 10 of this Stipulated Judgment.

“Stucco Delamination” means an apparent visual separation of any layer of the stucco surface of the exterior of a home including without limitation buckling, bubbling, peeling, blistering, or collapse of the stucco. Excluded from this definition is any stucco delamination caused by an external force applied by any person, equipment, or object subsequent to issuance of the certificate of occupancy for the home, with the exception of any delamination caused by Pulte or those contracted to perform work at the home by Pulte. Pulte shall bear the burden of proving that delamination was caused by an external force.¹

“Term” means the period beginning on the date of this Stipulated Judgment and ending three (3) years from the entry of this Stipulated Judgment. This Stipulated Judgment shall expire at the end of the Term.

“Warranty Claim(s)” means a homeowner’s request for any repair to the exterior stucco wall cladding system installed over wood framing or a request for repairs otherwise necessary to eliminate alleged water intrusion or imminent water intrusion in such system made pursuant to Pulte’s written warranties.

“Weep Screed Conditions” means, without limitation, weep screeds improperly installed, weep screeds not installed, weep screeds lacking proper weep holes or other means to drain water, weep screeds with weep holes painted over by Pulte or one of Pulte’s subcontractors, or any other condition that causes a weep screed to not function for its intended purpose.

IV. MONETARY RELIEF

5. Pulte has already provided or has agreed to provide more than \$78.7 million in relief for Florida homeowners as described below.

¹ Pulte may perform visual inspections in order to determine whether Stucco Delamination exists.

a. **Repair Costs:** Before and during the course of the OAG's investigation, Pulte has spent more than \$64 million to repair homes in Florida, including homes in the Berkshire Park, Berkshire Place and Legacy Park communities or to otherwise resolve claims brought by homeowners or homeowners' associations involving alleged stucco defects. Pulte will make additional repairs under this Stipulated Judgment as described below.

b. **Costs for Upgraded Materials, Improved Construction Techniques, and Additional Training:** During the course of the OAG's investigation, Pulte has spent more than \$10 million to upgrade building materials, improve construction techniques, and provide additional training to its employees and trade contractors in Florida.

c. **Monetary Payment:** As soon as practicable, but in no event longer than thirty (30) days after entry of this Stipulated Judgment, Pulte shall pay to the OAG the amount of Four Million, Seven Hundred Thousand Dollars (\$4,700,000.00), not as a civil penalty but to compensate consumers for losses relating to property damage to their homes, and to pay costs of administration of the settlement, attorney's fees and costs incurred in the investigation of Pulte, future monitoring expenses, and any other purpose permitted by Florida law in the sole discretion of the OAG.

V. CONDUCT RELIEF

6. Pulte shall use properly licensed contractors as required under state law for repairs and new construction.

7. Pulte's construction in Florida shall comply with the Florida building codes as those codes are interpreted in the ordinary course by the authorities having jurisdiction. Pulte shall not pay any bonus to any employee that may incentivize non-compliance with the Florida building code.

8. Pulte shall use a third-party vendor with expertise in stucco installation to provide additional training to Pulte's construction and customer service employees and trade contractors in Florida concerning appropriate means and methods for the proper installation of stucco.

9. For a period of three (3) years from the date of this Stipulated Judgment, Pulte shall provide for its current and future new stucco over wood frame construction to be inspected by a third-party inspector at the lath and drainage plane stages. Pulte will be responsible for paying the third-party inspector.

VI. SETTLEMENT REPAIRS

10. Pulte's agreement to perform the following work shall resolve, for purposes of this Stipulated Judgment, all pending consumer complaints to the OAG and future requests for repairs not already pending before the OAG from consumers, who own a home built by Pulte (or a company acquired by Pulte), for a period of eighteen (18) months from the date of this Stipulated Judgment as follows:

a. If the home is 0-24 months² old as of July 1, 2018 and has an exterior stucco crack over wood frame that is 1/16 inch or greater or excessive stucco cracking of the stucco over wood frame, Pulte will repair all such cracks and paint (including the sealing of any other openings that may allow water intrusion) the side of the home that has the crack(s) with elastomeric paint.³

² For purposes of this Stipulated Judgment, the age of the home will be determined using the closing date of Pulte's first sale of the home to a homeowner.

³ For purposes of Paragraph 10 of this Stipulated Judgment, Pulte will use the Sherwin Williams LOXON XP Waterproofing System A24-1400 Series or a substitute elastomeric paint of equal or greater quality and performance characteristics.

b. Subject to Paragraph 10(f) below, if the home is 25-120 months old as of July 1, 2018 and has an exterior stucco crack over wood frame that is 1/8 inch or greater, Pulte will repair all such cracks and paint (including the sealing of any other openings that may allow water intrusion) the side of the home that has the crack(s) with elastomeric paint.

c. Subject to Paragraph 10(f) below, Stucco Delamination on any home, from 0-120 months old as of July 1, 2018 will be repaired by Pulte.

d. Subject to Paragraph 10(f) below, Weep Screed Conditions, where Stucco Delamination or water intrusion has occurred as a result of the Weep Screed Conditions, on any home from 0-120 months old as of July 1, 2018 will be repaired by Pulte.

e. If the substrate of any home repaired under this paragraph 10 is compromised then Pulte shall remove and replace the damaged or otherwise compromised substrate and inspect and repair surrounding areas as needed.

f. Pulte shall have no obligation to repair homes which are 61 to 120 months old as of July 1, 2018 and have not been repainted. Pulte shall have no obligation to repair homes which are 85 to 120 months old as of July 1, 2018 and have not been Continuously Occupied. Pulte bears the burden of proving that a home has not been Continuously Occupied.

g. For purposes of this Stipulated Judgment, Pulte is relieved of any obligations under this paragraph 10 to resolve Settlement Repair Claims made more than eighteen (18) months after this Stipulated Judgment is entered by the Court.

h. Pulte may decline to perform repairs on a home under paragraph 10 of this Stipulated Judgment with respect to which a valid release of stucco related claims was executed in favor of Pulte or its subsidiaries/affiliates by the current or prior owner of the home.

i. Except as otherwise provided by the OAG to Pulte in writing within twenty (20) days of entry of this Stipulated Judgment identifying pending consumer complaints to the OAG with respect to homes older than 120 months as of July 1, 2018, Pulte is expressly relieved of any obligations under Paragraph 10 of this Stipulated Judgment with respect to homes older than 120 months as of July 1, 2018.

j. Pulte shall use good faith in interpreting and applying the terms of Paragraph 10 to Settlement Repair Claims.

k. To determine the size of an exterior stucco crack under this Stipulated Judgment, Pulte shall measure the exterior stucco crack at its widest point.

VII. CLAIMS PROCEDURES

A. Settlement Repair Claims Process

11. Upon entry of this Stipulated Judgment, a homeowner may make a Settlement Repair Claim under paragraph 10 of this Stipulated Judgment by submitting a request to Pulte via e-mail or by submission of a written claim form for evaluation or repair of the home.⁴

Pulte's contact information is attached hereto as Exhibit "A."

12. Pulte shall make and maintain a record of all Settlement Repair Claims for the duration of this Stipulated Judgment.

13. Beginning thirty (30) days after entry of this Stipulated Judgment, Pulte shall promptly offer to resolve all Settlement Repair Claims in accordance with this Stipulated Judgment. If Pulte denies a Settlement Repair Claim, Pulte will notify the homeowner of the

⁴ Homeowners may call Pulte using the contact information in Exhibit "A" and Pulte will provide to and secure from the homeowner a written claim form. In the event a homeowner is unable to submit a written claim, Pulte shall accept the homeowner's request telephonically.

denial, and give the homeowner a written reason for the Settlement Repair Claim denial within thirty (30) days of the date of the denial.

14. If the homeowner disagrees with Pulte's denial of the Settlement Repair Claim, then Pulte shall, within thirty (30) days of the date of the denial, submit the disagreement (the "Dispute") to an independent third-party (the "Claims Referee") or provide the homeowner with the Claims Referee's contact information so that the homeowner may submit the Dispute to the Claims Referee. Pulte shall bear the sole responsibility for paying the Claims Referee. Pulte's Claims Referee shall be subject to reasonable review and request for modification pursuant to paragraph 38 below.

15. The Claims Referee shall decide any Dispute in good faith in accordance with the criteria set forth in paragraph 10 of this Stipulated Judgment. The claims referee may only consider whether the criteria for or the type of relief afforded in Paragraph 10 has been met and/or is warranted. The decisions of the Claims Referee shall be final.

16. Any Settlement Repair Claim made within eighteen (18) months of the date that this Stipulated Judgment is entered by the Court shall be considered timely.

17. For eighteen (18) months from the date of this Stipulated Judgment, Pulte shall provide quarterly reports to the OAG of any Settlement Repair Claim denials with detailed reasons for the denials.

B. Warranty Claims Process

18. Pulte shall use good faith in interpreting and applying the terms of its warranties to homeowner warranty claims.

19. Following receipt of a Warranty Claim or Settlement Repair Claim and before providing the homeowner with its written response granting or denying the claim, Pulte shall perform a visual, in-person inspection of the home.

20. When Pulte is going to repair a home pursuant to a Warranty Claim, Pulte shall provide to the homeowner a detailed written statement describing the repairs to be made and providing an estimated schedule for the repairs.

21. If a Warranty Claim is finally denied, Pulte or its designee will notify the homeowner of its decision and give the homeowner a written reason for the Warranty Claim denial.

22. Pulte shall provide a quarterly report to the OAG of any Warranty Claim denials with detailed reasons for the denials.

23. Pulte shall provide additional training to its construction and customer service employees in applying the warranty and performance standards to Florida warranty claims.

VIII. COOPERATION

24. This Stipulated Judgment is the result of a cooperative effort between the OAG and Pulte to review and improve certain practices related to Pulte's sales of homes in Florida, including certain of Pulte's trade practices, including handling of repair and warranty claims and deposit retention practices. Throughout this investigation, Pulte has cooperated and continues to cooperate with the OAG, has reviewed its practices related to the conduct and issues discussed herein, and has adopted and will continue to monitor compliance efforts to address the OAG's concerns related to certain of Pulte's trade practices, including handling of repair and warranty claims and deposit retention practices.

25. Pulte shall continue to cooperate with the OAG in the fulfillment of Pulte's obligations under this Stipulated Judgment. For the sole purpose of determining or securing compliance with this Stipulated Judgment, the OAG shall be permitted, upon reasonable notice and during normal business hours: a) to access all non-privileged documents in the possession or control of Pulte relating to any matters contained in this Stipulated Judgment; and b) to conduct interviews of officers, managers, or employees of Pulte regarding any matters contained in this Stipulated Judgment. Pulte has the right to have outside and/or in-house counsel present at any and all interviews taken pursuant to this paragraph.

26. During the Term, if the OAG believes that there has been a violation of this Stipulated Judgment, then Pulte shall be notified in writing thereof. The OAG shall thereafter permit Pulte a reasonable opportunity to cure any alleged violation without instituting legal action. If the alleged violation is not substantially cured by Pulte within sixty (60) days of the notification, the OAG may thereafter seek to undertake any remedial action deemed appropriate. This time period may be extended in circumstances where the 60-day period does not allow sufficient time to cure the alleged violation.

IX. RESOLUTION OF INVESTIGATION

27. Upon execution of this Stipulated Judgment, the OAG shall terminate each and every existing civil investigation, inquiry, claim and/or proceeding (whether formal or informal) as to Pulte, its predecessors, divisions, business units, and the current and former directors, officers, or employees of any of them (collectively, the "Pulte Releasees") arising out of Pulte's acts, practices, or courses of conduct giving rise to actual or alleged violations of FDUTPA relating to Pulte's trade practices which were under investigation in OAG Case No. L16-6-1003. The OAG shall not initiate any new or reinstate any terminated civil investigation, inquiry,

claim, and/or proceeding (whether formal or informal) as to any Pulte Releasee where the civil investigation, inquiry, claim, and/or proceeding is based upon Pulte's actual or alleged violations of FDUTPA relating to Pulte's trade practices which were under investigation in OAG Case No. L16-6-1003 up to the date of this Stipulated Judgment. Except where a consumer has executed a release contained in Exhibits "B," "C," and "D," this release does not eliminate, invalidate, resolve, compromise, or discharge liabilities, warranty or other obligations, if any, owed by Pulte to homeowners. This release does not eliminate, invalidate, resolve, compromise, or discharge Pulte's obligations under this Stipulated Judgment.

28. Nothing in the paragraphs above shall be deemed to release any individual or entity other than Pulte and the Pulte Releasees.

29. Nothing in the paragraphs above shall be deemed to preclude the OAG's review of Pulte's acts, practices, or courses of conduct that occur after the execution date of this Stipulated Judgment.

30. This Stipulated Judgment does not provide nor shall it be interpreted to provide any legal rights or remedies of any nature to any third party nor shall it be used as a standard of care in private civil litigation.

X. OTHER PROVISIONS

31. The OAG in its sole discretion will determine the criteria for homeowners to receive payments. Consumers accepting repairs to their homes pursuant to paragraph 10 will be required to sign a waiver and release of claims in favor of the Pulte Releasees in the format attached hereto as Exhibit "B." Consumers accepting payments from the OAG for more than a total of \$1,000 will be required to sign a waiver and release of claims in favor of the Pulte Releasees. For claims totaling \$1,000 or less, no release will be required. A copy of the waiver

and release of claims for payments relating to Pulte's building and warranty practices, which must be signed by any homeowners receiving payments in excess of \$1,000, is attached hereto as Exhibit "C." A copy of the waiver and release of claims for payments relating to Pulte's deposit retention practices, is attached hereto as Exhibit "D."

32. Pulte shall provide additional training to its employees in handling customer requests for refunds of deposits.

33. The terms of this Stipulated Judgment are binding on Defendants and their directors, officers, managers, employees, successors, and assigns.

34. This Stipulated Judgment shall expire on the last day of the Term at which time Pulte shall be relieved of its obligations hereunder.

35. All notices required by this Stipulated Judgment shall be sent by Certified or Registered Mail, return receipt requested, postage prepaid or by hand delivery to:

If to the OAG: Gregory S. Slep
Senior Assistant Attorney General
R. Scott Palmer
Chief of Complex Enforcement
Colin G. Fraser
Assistant Attorney General
Rachel Michelle Steinman
Assistant Attorney General
Office of the Attorney General
PL-01, The Capitol
Tallahassee, Florida 32399-1050

If to Pulte: Todd N. Sheldon
General Counsel
PulteGroup, Inc.
3350 Peachtree Road, N.E.
Atlanta, Georgia 30326

36. This Stipulated Judgment shall be governed by and interpreted according to the laws of Florida, excluding its conflict of laws provisions.

37. Pulte consents to this Stipulated Judgment without admitting any issue, allegation, or claim based upon the acts, practices, or courses of conduct that are the subject of the investigation.

38. If either the OAG or Pulte believes that modification of this Stipulated Judgment would be in its best interests, that party shall give notice to the other party, and the parties shall thereafter attempt to agree on a modification.


39. Any violations of this Stipulated Judgment may subject Pulte to sanctions as provided by law. This Court retains jurisdiction of this action for the purpose of enforcing or modifying the terms of this Stipulated Judgment, or granting such other relief as this Court deems just and proper.

Dated this 27th day of December, 2018

STIPULATED AND AGREED TO BY:

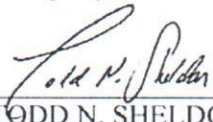
ON BEHALF OF PLAINTIFF:

PAMELA JO BONDI
Attorney General

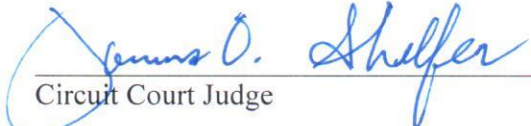

PATRICIA A. CONNERS
Chief Deputy Attorney General
Florida Bar No. 361275
GREGORY S. SLEMP
Senior Assistant Attorney General
Florida Bar No. 478865
R. SCOTT PALMER
Chief of Complex Enforcement
Florida Bar No. 220353
COLIN G. FRASER
Assistant Attorney General
Florida Bar No. 104741
RACHEL MICHELLE STEINMAN
Assistant Attorney General
Florida Bar No. 109775
Office of the Attorney General
PL-01, The Capitol
Tallahassee, Florida 32399-1050
Telephone: (850) 414-3300

ON BEHALF OF DEFENDANTS:

**PulteGroup, Inc. and Pulte Home
Company, LLC**


TODD N. SHELDON
General Counsel
PulteGroup, Inc.
3350 Peachtree Road, N.E.
Atlanta, FL 30326

ORDERED and ADJUDGED in Leon County, Florida this day of Dec. 28, 2018.


Circuit Court Judge

Copies To:

Patricia A. Conners
Chief Deputy Attorney General
Gregory S. Slemo
Senior Assistant Attorney General
R. Scott Palmer
Chief of Complex Enforcement
Colin G. Fraser
Assistant Attorney General
Rachel Michelle Steinman
Assistant Attorney General
Office of the Attorney General
PL-01; The Capitol
Tallahassee, Florida 32399-1050
Attorneys for Plaintiff

Attorneys for Defendants
John H. Dannecker
Florida Bar No.: 0745030
JDannecker@shutts.com
James P. Terpening, III
Florida Bar No.: 070861
JTerpening@shutts.com
Shutts & Bowen LLP
300 S. Orange Ave., Suite 1600
Orlando, FL 32801

EXHIBIT A
PULTE CONTACT INFORMATION

Division	Email Address	Phone Number
Jacksonville	jaxwarranty@pulte.com	(904) 363-0482
Orlando	Orlandowarranty@pulte.com	(855) 618-0727
Southeast Florida	seflcustomerservice@pulte.com	(888) 898-9714
Southwest Florida	sflcustomerservice@pulte.com	(888) 898-9712
West Florida	Tampawarranty@pulte.com	(866) 313-9950

EXHIBIT B
WAIVER AND RELEASE OF CLAIMS

_____, individually and as a member of the _____ Association, to the fullest extent provided or allowed under Rule 1.221 Florida Rules of Civil Procedure and Chapters 718 and 720, Florida Statutes, releases Pulte, its parent entities, subsidiaries, predecessors in interest, successors, assigns, officers, shareholders, members, employees, agents, consultants, insurers, sureties and attorneys in fact or at law, from any and all statutory warranties, common law warranties, actions, causes of actions, suits, proceedings, debts, dues, contracts, judgments, damages, claims, liability and demands, in law or in equity, arising out of or relating to: (i) the design, construction, repair, inspection, use, operation, maintenance, occupancy, or existence of the property; or (ii) any defect or deficiency affecting the property; or (iii) any damage to the property; or (iv) any loss or impairment of use of the property or any loss of rent or income; or (v) any diminution of value of the property; or (vi) any bond or insurance policy, which relates in any way to the property; or (vii) any conditions, circumstances, conduct, damages, loss, misrepresentations, fraud, concealment, deceit, acts, or omissions which were or could have been alleged; or (viii) any representation, communication, failure to communicate, disclosure, failure to disclose, act, omission, or conduct on the part of Pulte related to the property. This release does not extend or toll any statute of limitations periods for any claims unrelated to the subject matter of the repairs performed pursuant to Paragraph 10 to that certain Stipulated Consent Decree and Final Judgment entered on [date], in the matter of *Office of the Attorney General, Dept. of Legal Affairs, State of Florida v. PulteGroup, Inc. and Pulte Home Company, LLC* (the "Consent Decree"). This release does not affect statutory warranties, common law warranties, actions, causes of actions, suits, proceedings, debts, dues, contracts, judgments, damages, claims, liability and demands, in law or in equity unrelated to the subject matter of the repairs performed pursuant to the Consent Decree, nor does it affect those arising after the date of the release or resulting from latent defects in the property as of the date of this release unrelated to the repairs performed pursuant to the Consent Decree.

It is expressly agreed and understood that this release is not intended to, nor does it, bar any claims for payment pursuant to Paragraph 31 of the Consent Decree or actions relating to Pulte's deposit retention practices.

EXHIBIT C
WAIVER AND RELEASE OF CLAIMS

_____, individually and as a member of the _____ Association, to the fullest extent provided or allowed under Rule 1.221 Florida Rules of Civil Procedure and Chapters 718 and 720, Florida Statutes, releases Pulte, its parent entities, subsidiaries, predecessors in interest, successors, assigns, officers, shareholders, members, employees, agents, consultants, insurers, sureties and attorneys in fact or at law, from any and all statutory warranties, common law warranties, actions, causes of actions, suits, proceedings, debts, dues, contracts, judgments, damages, claims, liability and demands, in law or in equity, arising out of or relating to: (i) the design, construction, repair, inspection, use, operation, maintenance, occupancy, or existence of the property; or (ii) any defect or deficiency affecting the property; or (iii) any damage to the property; or (iv) any loss or impairment of use of the property or any loss of rent or income; or (v) any diminution of value of the property; or (vi) any bond or insurance policy, which relates in any way to the property; or (vii) any conditions, circumstances, conduct, damages, loss, misrepresentations, fraud, concealment, deceit, acts, or omissions which were or could have been alleged; or (viii) any representation, communication, failure to communicate, disclosure, failure to disclose, act, omission, or conduct on the part of Pulte related to the property. This release does not extend or toll any statute of limitations periods for any claims unrelated to the building or warranty practices for which the payment was received pursuant to Paragraph 31 to that certain Stipulated Consent Decree and Final Judgment entered on [date], in the matter of *Office of the Attorney General, Dept. of Legal Affairs, State of Fla. v. PulteGroup, Inc. and Pulte Home Company, LLC* (the "Consent Decree"). This release does not affect statutory warranties, common law warranties, actions, causes of actions, suits, proceedings, debts, dues, contracts, judgments, damages, claims, liability and demands, in law or in equity unrelated to the building or warranty practices for which the payment was received pursuant to the Consent Decree, nor does it affect those arising after the date of the release or resulting from latent defects in the property as of the date of this release unrelated to the building or warranty practices for which the payment was received pursuant to Paragraph 31 of the Consent Decree.

It is expressly agreed and understood that this release is not intended to, nor does it, bar: (1) any claims made in accordance with paragraph 10 of the Consent Decree; (2) payments pursuant to paragraph 31 of the Consent Decree relating to Pulte's deposit retention practices; or (3) actions relating to Pulte's deposit retention practices.

EXHIBIT D
WAIVER AND RELEASE OF CLAIMS

_____, individually and as a member of the _____ Association, to the fullest extent provided or allowed under Rule 1.221 Florida Rules of Civil Procedure and Chapters 718 and 720, Florida Statutes, and on behalf of any co-applicants or co-signers of the deposit-related paperwork that is the subject matter of this payment, releases Pulte, its parent entities, subsidiaries, predecessors in interest, successors, assigns, officers, shareholders, members, employees, agents, consultants, insurers, sureties and attorneys in fact or at law, from any and all statutory warranties, common law warranties, actions, causes of actions, suits, proceedings, debts, dues, contracts, judgments, damages, claims, liability and demands, in law or in equity, arising out of or relating to Pulte's deposit retention practices. This release does not extend or toll any statute of limitations periods for any claims unrelated to Pulte's deposit retention practices.

It is expressly agreed and understood that this release is not intended to, nor does it, bar: (1) any claims made in accordance with paragraph 10 to that certain Stipulated Consent Decree and Final Judgment entered on [date], in the matter of *Office of the Attorney General, Dept. of Legal Affairs, State of Fla. v. PulteGroup, Inc. and Pulte Home Company, LLC* (the "Consent Decree"); (2) payments pursuant to Paragraph 31 of the Consent Decree which are unrelated to Pulte's deposit retention practices; or (3) actions relating to Pulte's building or warranty practices.