



**FLINTROCK CONSTRUCTION, LLC
LIMITED WARRANTY AGREEMENT**

This limited warranty agreement is extended by Flintrock Construction; to who is the original owner(s) of the property at the following address: _____
_____. This limited warranty is not transferable.

- 1. What is Covered by the Warranty?** Flintrock Construction warrants that all construction related to the home is done in a good and workmanlike manner. Within twelve (12) months from buyer(s) closing, the builder will repair or replace, at the builder's sole discretion, any defects in material or workmanship. In the event the original item is no longer available, the buyer(s) agree to accept a reasonable match of any repair or replacement.
- 2. What is Excluded from the Warranty?** This limited warranty does not cover the following:
 - A. Damage from alterations, misuse, or abuse of the covered items by anyone.
 - B. Any items furnished or installed by the owner(s).
 - C. Damage resulting from fires, floods, storms, accidents, or acts of God.
 - D. Any seasonal shrinkage or expansion of any wooden material.
 - E. Damage caused from the owner's failure to observe any operating instructions furnished by the builder or manufacturer at the time of installation.
 - F. Damage resulting from any utility company, including but not limited to; gas, water, electric, or communications, for any reason.
 - G. Any items listed as Non-Warrantable Conditions on the list that is incorporated into the contract. The owner(s) acknowledges receipt of the list of Non-Warrantable Conditions.
 - H. Any appliance, piece of equipment, or other item that is a consumer product for the purposes of the Magnuson-Moss Warranty Act, 15 U.S.C. Sec. 2301 et seq., installed or included in the owner's property.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, FLINTROCK CONSTRUCTION LLC DOES NOT WARRANT THE PREMISES OR ANY IMPROVEMENTS PERFORMED ON THE PREMISES. FURTHER, FLINTROCK CONSTRUCTION MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PREMISES OR SERVICES AT THE PREMISES.

BUYER TAKES THE PREMISES "AS IS", AND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO: IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR TO THE MAXIMUM EXTENT OF THE APPLICABLE LAW.

The only warranties on items listed below are those that the manufacturer provides to the owner(s).

- A. **Mechanical and/or Electrical:** Central vacuum system, garage door opener, smoke detector, chimes, gas meter, water meter, water pump, electric meter
- B. **Appliances:** Range, stove, cook top, oven, hood, dishwasher, garbage disposal, microwave, water heater
- C. **Heating and Ventilation:** Air conditioning unit, thermostat, exhaust fan, furnace, heat pump
- D. **Plumbing:** Tub, sump pump

The following items are not consumer products under the Magnuson-Moss Warranty Act when sold as part of a new home:

- A. **Mechanical and/or Electrical:** Circuit breaker, electric panel box, fuse, wiring, electrical switch and outlet, light fixture, garage door
- B. **Heating and Ventilation:** Duct, register
- C. **Plumbing:** Bathtub, shower stall, sink, toilet, laundry tray, plumbing fixtures, vanities
- D. **Miscellaneous Items:** Cabinets, ceiling, chimney and fireplace, doors, floor covering, gutter, shingles, windows

1) The builder hereby assigns (to the extent assignable) and conveys to the owner(s) all warranties provided to the builder on any manufactured items that have been installed or included in the owner's property. The owner(s) accepts this assignment and acknowledges that the builder's only responsibility relating to such an item is to lend assistance to the owner(s) in settling any claim resulting from the installation of these products.

3. Limitations and Remedies. Below are the limitations and remedies:

- A. The owner(s) understands that the sole remedies under this limited warranty agreement are repair and replacement as identified in this Warranty and Exclusions.
- B. For any claim asserted by the owner(s) against the builder, the owner(s) understands that the owner(s) will have no right to recover or request compensation for, and the builder shall not be liable for:
 - o Incidental, consequential, secondary, or punitive damages
 - o Damages for aggravation, mental anguish, emotional distress, or pain and suffering c. Attorney's fees or costs
- C. The builder limits the duration of all implied warranties, including implied warranties of habitability, and workmanlike construction to twelve (12) months from the buyer closing.
- D. These limitations shall be enforceable to the extent permitted by law.
- E. This warranty is personal to the original owner(s) and the first retail buyer(s) and does not run with the property or the items contained in the home.

4. How to Request Service: If a warrantable issue develops during the warranty period, the owner(s) shall notify the builder in writing of the problem. The builder will begin performing the obligations under this warranty within a reasonable time of the builder's receipt of such a request. Repairs will be performed during the builder's normal business hours. The owner(s) agrees to provide the builder or builder's representative access to the home with a responsible adult present while work is being performed.

5. Legal Rights: This limited warranty gives the owner(s) specific legal rights.

6. How to Request Help: If the owner(s) wants help or information concerning this warranty, the owner(s) should contact the builder.

7. The Only Warranty: The owner(s) acknowledges he or she has thoroughly examined the property, the owner(s) has read and understands the limited warranty, and that the builder has made no guarantees, warranties, understandings, nor representations (nor have any been made by any representatives of the builder) that are not set forth in this document. By closing on the house, the owner(s) acknowledges and agrees that they are satisfied with the condition of the house, unless written notice is made with the builder before closing.

I acknowledge having read, understood, and received a copy of this limited warranty agreement.

BUYER _____

DATE _____

BUYER _____

DATE _____

FLINTROCK CONSTRUCTION, LLC NON-WARRANTABLE CONDITIONS

1. Concrete: Concrete foundations often develop cracks that do not affect the structural integrity of the home. These cracks are common and are not considered defects and as such, are considered non-warrantable conditions.

Concrete flatwork can chip, flake, spall, and develop cracks, pits, or discoloration. These are not considered defects and do not compromise the integrity of the concrete. These can be filled by the homeowner with a typical patching agent during routine home maintenance. Settling of concrete flatwork, including but not limited to; garage floors, driveways, sidewalks, porches, or patios, is considered an act of nature and is considered a non-warrantable condition.

2. Roof: During the first year, the roof is warranted for workmanship and materials. After the first year, any roof warranty claims for any defects in material will be handled with the manufacturer. The builder will not be responsible for any damages caused by an act of nature, walking on the roof, or any other act, such as but not limited to, installation of a satellite dish.

3. Lot Grading: The lot has been graded to ensure proper drainage away from the home. If grading is altered or impeded by anyone for any reason, the builder will not be responsible for any subsequent adverse flow or pooling of water. Erosion from heavy rain can cause significant damage, which must be repaired by Homeowner prior to landscaping installation. Flintrock is not responsible for damage due to yard grade or drainage changes, planting, removal or improper use of splash blocks, or yard work. Fences which impede the flow of water, either installed by the homeowner or neighboring property owner, is considered a non-warrantable condition. Ground settling around the perimeter of the home is typical and should be addressed by the homeowner during routine home maintenance. Any and all settling is out of the builder's control and is a non-warrantable condition.

4. Masonry: Masonry and mortar can develop cracks from shrinkage of either the mortar or brick. This condition is normal and is not considered a defect. These cracks can be filled with a caulking designed for masonry use during routine home maintenance. Additionally, all masonry products, including but not limited to; brick, stone, mortar, concrete, block, etc.; are subject to high levels of color, shade, and pattern variation. These variations are natural and are not considered defects.

5. Landscaping: The builder accepts no responsibility for the growth of grass, shrubs, trees, or flowers. Once landscaping is finished, the owner(s) must water and maintain the landscaping as necessary to ensure proper ground cover and prevent erosion. If erosion is caused by the owner(s) or an act of nature, the builder is not responsible. The builder will not remove or replace any grass, shrubs, trees, or flowers, except for those noted as diseased at the new home orientation.

6. Lumber: Wood can twist or develop cracks or splits due to the drying and acclimation process. Lumber used in exterior applications is especially susceptible to the mentioned process. This is considered normal and does not affect the structural integrity of the member.

7. Cosmetic Items: Chips, scratches, or mars in tile, woodwork, walls, porcelain, plumbing fixtures, lighting fixtures, door hardware, granite, kitchen and other appliances, doors, screens, windows, carpet, hardwood, cabinets and similar that are not noted at the new home orientation are non-warrantable conditions. Maintenance of any cosmetic aspect of the home is the owner(s) responsibility.

8. Drywall: Drywall can develop shrinkage cracks or nail pops. These are a normal part of the acclimation process. These can be filled by the owner(s) with spackling during routine home maintenance. If the owner(s) would like them to be addressed by the builder, the builder will address them at the end of the one-year builder's warranty period. The builder will repaint the area, but will not be responsible for flashing, or the paint not matching.

9. Paint: Owner(s) will want to avoid scrubbing any painted surface, to avoid damaging the paint. Any paint touch-up items that are not noted by the owner(s) at the new home orientation is the responsibility of the owner(s).

10. Stain: Stained products may have variation in color. These variations are normal and are not considered defects.

11. Flooring: Due to the natural expansion and contraction of flooring, floors can squeak, pop, or gap. These conditions are normal and are not considered defects. Flooring may contain variances in color and minor imperfections. Voids caused by the natural expansion and contraction of the flooring are not considered defects. Floor casters are recommended to prevent scratching or chipping of hardwood. Floors are not warranted for damage caused by neglect or normal use over time. Scratches or gouges in hardwood floors noted at the new home orientation will be addressed as needed by the builder. Owner(s) acknowledge that use of stain markers and putty to remedy these items is acceptable practice.

12. Floor Squeaks: After extensive research and writing on the subject, technical experts have concluded that much has been tried but little can be done about floor squeaks. Generally, floor squeaks will appear and disappear over time with changes in the weather and other phenomena.

13. Doors: Doors will naturally swell and contract with the seasons. Adjustments can be made, but with each season, more adjustments may be required. The builder will adjust doors that stick or hit one time during the one-year builder's warranty period. Thereafter, door adjustments can be made by the owner(s) during routine home maintenance.

14. Caulking: Exterior caulking and interior caulking in bathtubs, shower stalls, countertops, and tile surfaces may crack or bleed over time. These conditions are normal and are not considered defects. Any maintenance or repairs resulting from them are the homeowner's responsibility.

15. Frozen Pipes: The owner(s) must take precautions to prevent freezing pipes and sillcocks during cold weather. Examples include removing outside hoses and other apparatuses from sillcocks, leaving faucets with a slight drip, or turning off the water system in the house if the home will be unoccupied for extended periods of time during cold weather. The builder is not responsible for frozen pipes or damage resulting from frozen pipes.

16. Plumbing: Owner(s) acknowledge the builder is not responsible for misuse by owner(s). If the plumbing is stopped up during the warranty period and the person servicing the plumbing finds foreign material in the line, the owner(s) will be billed for the service.

17. Heating and Air Conditioning: The owner's source of heating and air conditioning is covered by the manufacturer's warranty. The buyer is responsible for keeping the filters clean and changed as needed. Failure to do so will reduce the efficiency of the unit and its ability to heat and cool the home. This may also void the manufacturer's warranty. Furnaces or condensate lines may freeze during periods of cold weather if not monitored by the homeowner. This is considered an act of nature and is considered a non-warrantable condition.

18. Electrical: Burned out light bulbs are not covered under the builder's warranty.

19. Tile Showers: Tile showers are caulked to ensure water tightness; note there is no life expectancy on caulking. Caulking will fail at some point during the life of the home and any re-caulking is the maintenance responsibility of the homeowner. The builder is not responsible for any caulking maintenance or any resulting damage from lack of caulking maintenance.

20. Humidity: Owner(s) acknowledge they are solely responsible for monitoring the humidity level in the home. Adverse levels of humidity can cause undesirable conditions in the home. Owner(s) acknowledge the builder is not responsible for any resulting adverse conditions due to owner(s) failure to monitor the humidity level in the home, such as but not limited to; drywall cracks, floor squeaks, cracked tiles, doors not operating properly, etc.

21. Crawlspace: Crawlspace maintenance and monitoring is the sole responsibility of the homeowner. The crawlspace of the home is an unconditioned area that is susceptible to humid, dry, and otherwise, less than ideal conditions. Growth of mildew, fungus, mold, or other types of organic material are considered non warrantable conditions. Wood shims, girders, floor joists, and the subfloor are susceptible to shrinking and swelling during natural weather and seasonal changes. During the shrinking or swelling process, these members can become loose. Loose members not noted at the new home orientation are non-warrantable conditions.

Water in the crawlspace can be caused by various circumstances. Water seeping up through the ground, regardless of proper grading, can be the result of hydrostatic pressure. In this case, this is considered the responsibility of the homeowner. Water in the crawlspace due to altered grading or other circumstances not present at the time of construction or closing is considered a non-warrantable condition. Water due to leaks covered under the one-year builder's warranty are considered a warrantable condition.

BUYER _____

DATE _____

BUYER _____

DATE _____



SPECIAL AGREEMENTS

This Special Agreements (“Agreement”) is made between you, the “Buyer” and Flintrock Residential Holding LLC, and associated entities (“Flintrock”). The Buyer and Flintrock, collectively the “Parties”, agree as follows:

1. **Down Payment:** A _____ non-refundable deposit in lieu of earnest money is due payable to Flintrock Residential Holding LLC before this Agreement becomes binding.
2. **Upgrades:** Buyer acknowledge upgrades require advance payment of 50% of the cost, or 100% of the cost if considered by Flintrock to be extraordinary and is due at the time selections are made. Checks are to be made payable to Flintrock Residential Holding, LLC and are unconditionally nonrefundable. If buyer(s) does not close on the home for any reason, buyer(s) agrees to immediately pay the remaining balance of upgrades to Flintrock Residential Holding, LLC.
3. **Acknowledgement:** Buyer acknowledges that this document is the prevailing document in regard to deposits. Buyer agrees non-refundable deposit made payable to builder. This document supersedes any other documents including, but not limited to, the Government Loan Rider (MSC-2011R), Inspection Notice (MSC-2050N), and Residential Sale Contract (RES-2000).
4. **Closing Date:** Buyer acknowledges the closing date is approximate; the actual closing date may be different from the original. Construction delays may be unavoidable; Flintrock will provide the Buyer with information about construction delays, if applicable. If Closing must be extended due to completion of construction, Flintrock will notify the Buyer of the new Closing date and Buyer agrees to sign a Contract extension. This could possibly affect the buyer’s rate lock with their lender. Buyer acknowledges that Flintrock is not liable for any damages resulting from a change in closing date for any reason.
5. **Appraisal:** The Buyer’s lender may require an appraisal during the loan process prior to completion of the home once the home is complete. All appraisal fees are charges that the Buyer incurs; no appraisal fees will be paid by Flintrock. Buyer acknowledges the home may not appraise for the agreed Purchase Price. Flintrock is not obligated to adjust the Purchase Price to the appraised value. If Buyer is unwilling or unable to pay the full Purchase Price at Closing based on the appraisal received, then the parties hereto agree to a mutual release of the Contract upon payment of all sums due to Flintrock with no refund to Buyer of deposit or upgrades.

6. **Inspections:** The Buyer's lender may require an inspection once the home is complete. New construction typically has two inspections; no inspection fees will be paid by Flintrock.
 - a. Buyer/agent(s) agree to notify Lydia Eck (Realtor) or Flintrock of all inspections no less than one (1) week prior to inspection. This is to ensure a Flintrock representative will have the opportunity to attend.
 - b. Buyer has the option to hire a professional, licensed home inspector to perform a home inspection on this property. Buyer understands recommendations from home inspectors do not necessarily constitute a latent structural defect. Any item from the Inspection Notice Flintrock deems unneeded or excessive will not be addressed at Flintrock's sole discretion.
 - c. Buyer may not use an inspection to terminate the Contract.
7. **Model Home Disclaimer:** Model homes serve to demonstrate possibilities for a Flintrock home; Buyer's home may differ from model homes based on options and upgrades available. Colors, floor plans, elevations, and finishes are subject to the minimum standards established for each community.
8. **Material Substitution:** Materials and finishes may vary based on current pricing and availability. Flintrock may utilize building and finish substitutions to facilitate the timely completion of construction. Buyer will be notified if a product becomes unavailable, or if a suitable substitution is not available. Buyer must make a new selection and inform Flintrock of the decision within 72 hours of notification, otherwise Flintrock will make the selection to avoid any delays.
9. **Variation:** Buyer acknowledges the paint or stain chosen may look different in the home due to light and other factors.
10. **Change Order Fee:** Buyer will pay a \$250 change-order fee for each change requested on finish, finish, or upgrades after the Contract execution. Change requests must be made in writing and are subject to Flintrock approval. If change is approved by Flintrock, the amount of the change or upgrade, along with the change-order fee, is due upon the approval of the change.
11. **Jurisdictional Plan Revisions:** Final easements, platted lots, and common ground areas are subject to jurisdictional revisions imposed by municipal and country authorities. Any revisions made by authorities may restrict construction of certain floorplans to meet established setbacks. The property may also be subject to easements and other restrictions.
12. **Easements:** Buyer is aware that home sites may have front, side, and rear home site line utility easements that may contain above-ground facilities. These facilities can be located anywhere on the easements.
13. **Facilities:** Flintrock does not have control over the location, availability, or installation of facilities including mailboxes, streetlights, electrical transformers, utility poles, guy wires, or utility service facilities.
14. **Property Markers:** Flintrock does not provide a survey of the property, Buyer may obtain a survey at Buyer's own cost. Any boundaries staked by Flintrock should not serve as formal property lines, corners, setbacks, or easements.
15. **Homeowner's Association:** The home may be subject to covenants, conditions, and restrictions (CC&Rs) of public record. The Buyer accepts any recorded

instruments affecting the home in accord with the provisions in the agreement related to the conveyance of titles. If a Homeowner's Association exists for the governance of the home's subdivision, any dues owed to the association will be prorated and applied at closing.

16. **On-Going Activities:** The home may be part of a developing community and other new homes may be under construction in the area. The construction of these homes may create noise, dust, mud, vibrations, and other temporary inconveniences or nuisances. Buyer agrees not to hold Flintrock or its contractors responsible for these inconveniences and to not interfere with construction, sales, or marketing within the community.
17. **Damage Caused:** Buyer acknowledges that they are responsible for any/all damage caused by themselves, inspectors, appraisers, or any other party acting on the buyer's(s) behalf during the inspection or any other walk-through. Damage is considered, but not limited to, disruption of attic insulation, dirtying of a clean property, disruption of sod or landscaping, or any other item Seller deems to be the result of negligence by Buyer or Buyer's(s) agents or inspectors. Any/all damage will be repaired by Seller at Buyer's(s) expense. Payment is due to Seller by Buyer within 48 hours upon notification by Seller to Buyer.
18. **Access:** Buyer acknowledges Flintrock may restrict access to the home at any time if Flintrock Building deems it necessary. Buyer shall not enter the construction area without a scheduled appointment with Flintrock or without a realtor present.
 - a. **Safety:** Buyer agrees to follow Flintrock's safety rules, including the use of hard hats, safety vests, and appropriate shoes and clothing.
 - b. **Work in Progress:** Buyer agrees to not disrupt workers, alter any work in progress or to negotiate for additional work.
 - c. **Construction Site:** Buyer acknowledges that Flintrock controls the construction site and Buyer agrees to comply with all reasonable requests of Flintrock representatives relating to the construction site.
 - d. **Walk Throughs:** Buyer agrees to complete an initial walkthrough and a Final Walk Through and New Home Tour with a Flintrock representative prior to closing.
19. **Damage During Construction:** Buyer is aware that Flintrock repairs, rather than replaces, components that are damaged during construction to prevent any construction delays.
20. **Utilities:** Buyer is responsible to notify utility companies to request service in Buyer's name prior to closing, as Flintrock will turn utilities off at closing. It is recommended for Buyers to handle this at least one week prior to closing date to avoid any utility shut-offs.
21. **Yard Grade:** Buyer acknowledges that after closing, it is the responsibility of the Homeowner to maintain yard grade or drainage swales. Erosion from heavy rain can cause significant damage, which must be repaired by Homeowner prior to landscaping installation. Flintrock is not responsible for damage due to yard grade or drainage changes, planting, removal or improper use of splash blocks, or yard work. Further, any hoses must be removed prior to cold temperatures to avoid freezing off the hose bib and causing damage.

- 22. Sprinkler System:** Flintrock provides a residential sprinkler system information brochure and installation option. Buyer agrees to complete and sign the required document to be filed with Flintrock.
- 23. Flooring:** Buyer acknowledges that hardwood flooring may contain variances in color and minor imperfections. Voids caused by the natural expansion and contraction of the flooring are not considered defects. Buyer also acknowledges that the use of wood putty and stain is customary to address minor imperfections.
- 24. Granite:** Buyer acknowledges granite may contain veins, fissures, variations in color even if it is called the same name. There will be visible seams where two slabs meet and are not considered defects. Granite may crack along a fissure during installation and the use of epoxy to rejoin the slabs is normal practice.
- 25. Masonry:** Buyer acknowledges all masonry products, including but not limited to; brick, stone, mortar, concrete, block, etc.; are subject to high levels of color, shade, and pattern variation. These variations are natural and are not considered defects.
- 26. Image Authorization:** Buyer authorizes Flintrock to utilize photos of Buyer's home for promotional purposes.
- 27. Non-Disparagement:** Buyer agrees not to make, publish, or communicate any defamatory, disparaging or maliciously false remarks, comments, or statements involving Flintrock or other affiliated third parties, now or in the future. Flintrock reserves the right to recover its reasonable attorney's fees, litigation expenses, and court costs associated with any violation of this clause.
- 28. Warranty and Right to Cure:** Flintrock provides a one-year workmanship home warranty which goes into effect on the Closing date. Terms and conditions of this warranty will be provided by Flintrock at closing. Flintrock reserves the right to cure any workmanship defects during the warranty period; however, Homeowner may, at their own expense, make repairs to the home during the warranty period. Any changes or modifications made by Homeowner on the home may void the warranty in whole or part.
- 29. Seller Concessions:** Flintrock will not pay commission on any seller concessions.
- 30. Right of Contract Termination:** The Contract may be terminated by Flintrock; in the event this occurs, Buyer will be refunded any amounts paid pursuant to the Contract as the sole and exclusive remedy for its termination.
- 31. Liabilities:** Buyer acknowledges Flintrock shall not be liable or responsible to Buyer, nor be in default under the Contract, for any failure or delay in fulfilling or performing any term of the Contract, when and to the extent its failure or delay is caused by or results from the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, epidemic, pandemic, storm, tornado, quarantine, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns, or other industrial disturbances; (h) shortage of materials or shipping delays, (i) price escalation of goods, materials and/or labor greater than twenty percent (20%) of the then customary local price(s) for such goods, materials and/or labor at the time the

Contract was executed, and (j) any other similar events or circumstances beyond the reasonable control of Flintrock. Flintrock will provide notice to buyer(s) of the Force Majeure Event as soon as practicable, stating the period of time the occurrence is expected to continue and for which performance under the Contract shall be suspended. Flintrock will use reasonable efforts to manage home construction in light of the failure or delay so the effects of the Force Majeure Event are minimized and will resume Contract performance of its obligations as soon as reasonably practicable.

BUYER

DATE

BUYER

DATE

Flintrock Residential Holdings, LLC

DATE