

**BUILDER LIMITED WARRANTY**

Alma Torres Zapata / Frank Didier Sierra

NAME OF OWNER(S)

1512 Malone St., Houston, TX 77007

Lt. 10, Blk. 1, Carnegie Villas on Allen Street

STREET ADDRESS OF HOME COVERED (INCLUDING CITY, STATE, ZIP CODE)

LEGAL DESCRIPTION

Carnegie Homes, LLC

2492IAH

NAME OF BUILDER

PARTICIPATION NUMBER

4215 Washington Ave., Houston, TX 77007

STREET ADDRESS OF BUILDER (INCLUDING CITY, STATE, ZIP CODE)

Warranty Commencement Date:

May / 21 / 2018

(The Warranty Commencement Date is defined in Article IV of this Limited Warranty.)

THIS LIMITED WARRANTY ("WARRANTY") IS A LEGAL DOCUMENT. Owner should read it and seek assistance from an attorney if owner does not understand any provision in this Warranty, prior to the execution of the construction or purchase and sale contract between Owner and Builder. This Warranty contains the entire warranty obligations of Builder to Owner with respect to the matters referred to in this Warranty, and supersedes any previous agreements, representations or communications relating to this Warranty, express or implied, whether oral or written to the extent allowed by law. **ALL DISPUTES RELATING TO THE INTERPRETATION AND/OR IMPLEMENTATION OF THIS WARRANTY OR OTHERWISE ARISING IN CONNECTION WITH THE CONSTRUCTION OF THE HOME OR THE CONSTRUCTION CONTRACT WILL BE RESOLVED THROUGH THE ALTERNATIVE DISPUTE RESOLUTION PROCEDURES (WHICH INCLUDING BINDING ARBITRATION) set forth in this Warranty.**

Owner acknowledges that Owner has received a copy of this Limited Warranty, including the Performance Standards in Article IX of this Limited Warranty (both at or prior to the time that the construction or purchase and sale contract was signed, as well as on the Warranty Commencement Date). Owner has read, and understands, the provisions of this Limited Warranty.

Owner: Alma DJC  
(Buyer)

Date: 5/21/18

Owner: [Signature]  
(Buyer)

Date: 5/21/18

Builder: Carnegie Homes, LLC

Date: 5/21/2018

By: [Signature]

Title: CEO

The address and phone number of ACES:

American Construction & Education Services, Inc.  
25511 Budde Road, Suite 801  
The Woodlands TX 77380  
Tel (281) 362-5413 / Fax (281) 362-5432



*"Fairness and Integrity Above All"*

## **ADDENDUM TO BUILDERS CONTRACT**

Incident to and as an integral part of the attached Addendum to Builders Contract, the undersigned hereby acknowledge and agree as follows:

1. The Purchaser has received a copy of the ACES Builder Limited Warranty and the accompanying Performance Standards (the "Limited Warranty"). Purchaser further acknowledges that Purchaser has been afforded the opportunity to read, review and ask questions of the Seller about the scope of the Limited Warranty. Purchaser understands that the Limited Warranty will be issued and become effective upon the closing of this sale of the Purchaser's occupancy of the residence, whichever is sooner.

2. The undersigned parties acknowledge that both the Seller and the Purchaser have responsibilities under the Limited Warranty. The Purchaser shall be responsible for the proper care and maintenance of the residence (including the level or grade of the soil around the residence to ensure proper drainage), and Purchaser acknowledges that Purchaser's failure to discharge these responsibilities may reduce or eliminate the Seller's repair/replacement obligations under the Limited Warranty. The Seller is responsible for performing any repair/replacement activities on those systems or parts of the residence that do not perform in accordance with the Performance Standards set forth in the Limited Warranty. **ACES is NOT an insured warranty, and the Seller shall remain the sole party liable and responsible to the Purchaser for compliance with the terms of the ACES warranty.**

3. The undersigned parties also acknowledge that the Limited Warranty provides for an alternative dispute resolution procedure for any disagreements or misunderstandings that may arise between the Purchaser and the Seller that relate to or otherwise involve the Limited Warranty (referred to as "Disputes"). As provided in the Limited Warranty, the Disputes will be submitted to the American Construction & Education Services, Inc. ("ACES") for administration and resolution. ACES has agreed to administer on a non-partisan basis, the Disputes in whole or part due to the Seller's construction of the home. ACES can not and will not interpose its own decision regarding the settlement of a dispute between the parties, but rather will rely on the consensual resolution through discussions with the Seller and Purchaser and the assistance of independent inspectors and third-party neutrals (as mediators) to forge an agreement. The undersigned parties further acknowledge that THE ALTERNATIVE DISPUTE RESOLUTION PROCEDURES SET FORTH IN

THE LIMITED WARRANTY CONTEMPLATE AMICABLE, GOOD FAITH EFFORTS TO RESOLVE ANY DISPUTE, BUT THAT ANY DISPUTE NOT SO SETTLED WILL BE DECIDED PURSUANT TO BINDING ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION OR ANY MUTUALLY AGREED UPON ARBITRATOR.

THIS CONTRACT AND WARRANTY BETWEEN THE PARTIES IS SUBJECT TO CHAPTER 27 OF THE TEXAS PROPERTY CODE. THE PROVISIONS OF THAT CHAPTER MAY AFFECT YOUR RIGHT TO RECOVER DAMAGES ARISING FROM THE PERFORMANCE OF THIS CONTRACT BETWEEN THE PARTIES AND THIS WARRANTY. IF YOU HAVE A COMPLAINT CONCERNING A CONSTRUCTION DEFECT ARISING FROM THE PERFORMANCE OF THIS WARRANTY AND THE CONTRACT BETWEEN THE PARTIES AND THAT DEFECT HAS NOT BEEN CORRECTED THROUGH NORMAL WARRANTY SERVICE, YOU MUST PROVIDE NOTICE REQUIRED BY CHAPTER 27 OF THE TEXAS PROPERTY CODE REGARDING THE DEFECT TO THE CONTRACTOR BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, NO LATER THAN THE 60<sup>TH</sup> DAY BEFORE THE DATE YOU FILE SUIT TO RECOVER DAMAGES IN A COURT OF LAW OR INITIATE ARBITRATION. THE NOTICE MUST REFER TO CHAPTER 27 OF THE TEXAS PROPERTY CODE, AND MUST DESCRIBE THE CONSTRUCTION DEFECT. IF REQUESTED BY THE CONTRACTOR, YOU MUST PROVIDE THE CONTRACTOR AN OPPORTUNITY TO INSPECT AND CURE THE DEFECT AS PROVIDED IN SECTION 27.004 OF THE TEXAS PROPERTY CODE.

Executed this 21 day of May, 2018

Purchaser(s):

Seller:

Alma Torres  
Signature

SAPNA PATEL  
Signature

Alma Torres  
Printed Name

SAPNA PATEL  
Printed Name

[Signature]  
Signature

CEO  
Title

Frank Sierra  
Printed Name