

**MAVERICK**

PO Box 747000 Atlanta GA 30374 • Phone: 727-308-2179

APPLICATION # W10697321

**WARRANTY COVERAGE APPLICATION - CORE**

THIS APPLICATION IS TO ENROLL YOUR NEW HOME IN MAVERICK'S EXPRESS LIMITED WARRANTY COVERAGE; IT IS NOT YOUR NEW HOME WARRANTY NOR IS IT A SUBSTITUTE FOR YOUR HOMEOWNERS INSURANCE. UNLESS ALL BLANKS ARE COMPLETED, THE APPLICATION IS SIGNED, AND THE WARRANTY FEE IS PAID, YOUR HOME WILL NOT BE ENROLLED.

BUILDER NAME: Quintessa Homes of Texas, Inc.

BUILDER NUMBER: 19302

**WARRANTY SELECTION**

WARRANTY PLAN: 10 Yr Structural Warranty + 1 Yr Workmanship & Materials/2 Yr Systems Warranty

WARRANTY ENROLLMENT FEE: \$ 1,334.75

BB-W8020

**NEW HOME TO BE ENROLLED**

1. HOMEOWNER LAST NAME: Vega FIRST NAME: Carmen  
 2. CO-OWNER LAST NAME: \_\_\_\_\_ FIRST NAME: \_\_\_\_\_  
 3. NEW HOME ADDRESS: 8810 Carousel A  
Street Address  
 4. CITY/STATE/ZIP CODE: Houston TX 77080  
City State Zip Code  
 5. SUBDIVISION: Spring Branch Estates 5 1  
Lot# Block#  
 6. CLOSING DATE: 12/14/2023  
 7. BUILT ON HOMEOWNER'S LOT: No  
 8. CLOSING CONTRACT PRICE INCLUDING LOT: \$ 702,500.00 8A. WARRANTY LIMIT: \$ 702,500.00

**PROPERTY SPECIFIC INFORMATION**

9. CONSTRUCTION TYPE: Single Family House UNIT# (IF CONDOMINIUM) \_\_\_\_\_  
 10. IF TOWNHOUSE/DUPLEX/TRIPLEX/QUADRUPLEX/CONDOMINIUM: DATE OF CERTIFICATE OF OCCUPANCY FOR MAIN STRUCTURE: \_\_\_\_\_

**MORTGAGE INFORMATION**

11. IS THIS A CASH SALE?: No 12. IF NOT, HOW IS THE HOME FINANCED?: Conventional Mortgage

CERTAIN ITEMS AND EVENTS ARE NOT COVERED BY THIS WARRANTY. PLEASE REFER TO THE SECTION TITLED "EXCLUSIONS" IN THE WARRANTY DOCUMENT. IN FLORIDA, THE HOME WARRANTY MAY NOT PROVIDE LISTING PERIOD COVERAGE FREE OF CHARGE.

**SIGNATURES**

HOMEOWNER(S) – I/we acknowledge that by signing this application I/we affirm that I/we have read and understand the important Homeowner's Acknowledgement on Page 2 of this application.

HOMEOWNER: [Signature] DATE: 12/14/2023

HOMEOWNER EMAIL: calisavega@outlook.com

CO-OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

CO-OWNER EMAIL: \_\_\_\_\_

BUILDER'S REP: \_\_\_\_\_ DATE: \_\_\_\_\_

**PREPARED BY**

PRINT NAME: Hollianne Johnson DATE: 12/4/2023 PHONE: 7135881621 FAX: \_\_\_\_\_

MAVERICK

DUPLICATE ORIGINAL

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2. CO-OWNER LAST NAME: FIRST NAME:
3. NEW HOME ADDRESS: 8810 Carousel A Street Address
4. CITY/STATE/ZIP CODE: Houston TX 77080 City State Zip Code
5. SUBDIVISION: Spring Branch Estates 5 1 Lot# Block#
6. CLOSING DATE: 12/14/2023
7. BUILT ON HOMEOWNER'S LOT: No
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HOMEOWNER: DATE:

HOMEOWNER EMAIL: calisavega@outlook.com

CO-OWNER: DATE:

CO-OWNER EMAIL:

BUILDER'S REP: DATE: 12/14/2023

PREPARED BY

PRINT NAME: Hollianne Johnson DATE: 12/4/2023 PHONE: 7135881621 FAX:

**HOMEOWNER'S ACKNOWLEDGEMENT**

*Please read carefully before signing the application.*

I/We acknowledge and understand that only upon Maverick's receipt and acceptance of this Application and the warranty enrollment fee, will Maverick issue and mail to me/us the Warranty Documents. Upon my/our receipt of the final Warranty Documents I/we understand I/we will have 30 days to review the warranty terms and conditions and return it for cancellation if not completely satisfied. Should I/we choose not to return the warranty for cancellation within the 30-day period, **I/we hereby waive the right to later assert any inapplicability of the terms and conditions of the Warranty Document.** I/we also acknowledge that, if my/our home is enrolled in the Maverick Warranty Program that **I/we hereby accept the terms and conditions contained therein in their entirety including but not limited to the exclusive, final and binding alternative dispute resolution processes, including but not limited to arbitration, contained therein. By accepting this warranty, I/we are agreeing to waive my/our right to a trial by either judge or jury in a court of law. I/We further agree that any claims to be filed under the Warranty Document will not be filed as a class action lawsuit or be subject to any class action litigation. Maverick and I/we acknowledge that class action treatment of a claim under the Warranty Document is strictly prohibited. (Binding nature of the arbitration not applicable in Florida.)**

I/We further understand that the Warranty Limit, the maximum aggregate total amount Maverick is liable for under the warranty for all claims may be less than the Closing Contract Price of the Home. The Warranty Limit will be shown in the Warranty Document.

I/We further understand that if and when the new home warranty is issued, it is an Express Limited Warranty, **NOT an insurance policy** and any and all claims, whether contractual or otherwise, are controlled by the express terms, conditions and exclusions contained in the Warranty Document.

# Maverick

Administered by: Maverick (formerly known as Bonded Builders Warranty Group ("Maverick"))  
P.O. Box 747000 Atlanta, GA 747000 • Phone: 727-308-2179

## HOMEOWNER(S) WARRANTY ACKNOWLEDGEMENT FORM

This form should be filled out by the Builder and be signed by the Homeowner(s) at the time of contract.

This is not an Application and cannot be used to enroll the home.

BUILDER NAME: Quintessa Homes

BUILDER NUMBER: 9018

NEW HOME TO BE ENROLLED		<i>Please type or print clearly</i>			
1. HOMEOWNER LAST NAME:	<u>Vega</u>	FIRST NAME:	<u>Carmen</u>	Email:	<u>calisavega@outlook.com</u>
2. CO-OWNER LAST NAME:	_____	FIRST NAME:	_____	Email:	_____
3. NEW HOME ADDRESS:	<u>8810 Carousel A</u>	<u>Houston</u>	<u>Texas</u>	<u>77080</u>	
	<small>Street Address</small>	<small>City</small>	<small>State</small>	<small>Zip Code</small>	
4. LOCATION:	_____	_____	_____	_____	_____
	<small>Building #</small>	<small>Unit#</small>	<small>Block#</small>	<small>Lot#</small>	<small>Model</small>
5. SUBDIVISION:	<u>Spring branch Estates</u>	6. COUNTY:	<u>Harris</u>	7. EST. CLOSING DATE:	<u>12/14/2023</u>

CURRENT MAILING ADDRESS		<i>Provide homeowner(s) current mailing address</i>			
8.	<u>8810 Carousel A</u>	<u>Houston</u>	<u>Texas</u>	<u>77080</u>	
	<small>Street Address</small>	<small>City</small>	<small>State</small>	<small>Zip Code</small>	
9. CURRENT PHONE #:	_____				

WARRANTY SELECTION										
10. WARRANTY COVERS:	<table><tr><td>WORKMANSHIP &amp; MATERIALS</td><td><u>1</u></td><td>YEAR</td></tr><tr><td>ELECTRICAL, PLUMBING &amp; MECHANICAL SYSTEMS</td><td><u>2</u></td><td>YEAR</td></tr><tr><td>STRUCTURAL</td><td><u>10</u></td><td>YEAR</td></tr></table>	WORKMANSHIP & MATERIALS	<u>1</u>	YEAR	ELECTRICAL, PLUMBING & MECHANICAL SYSTEMS	<u>2</u>	YEAR	STRUCTURAL	<u>10</u>	YEAR
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ELECTRICAL, PLUMBING & MECHANICAL SYSTEMS	<u>2</u>	YEAR								
STRUCTURAL	<u>10</u>	YEAR								

### HOMEOWNER(S) ACKNOWLEDGEMENT

I/We acknowledge having the opportunity, either at the time of the execution of this document, at the time of contract with my/our Builder, and/or during the construction of the home, to review the terms and conditions of the Express Limited Warranty Document available to me through the Builder or Maverick\*. If, for any reason, I/we have not received or have not had an opportunity to review a copy of the Warranty Document, I/we must obtain a copy of it by requesting the Warranty Document in writing from Maverick\*. Should I/we choose not to obtain a copy of same from Maverick, or choose not to review the Warranty Document at the times listed above, I/we hereby waive the right to later assert any inapplicability of the terms and conditions of the Warranty Document.

I/We also acknowledge that, if my/our home is enrolled in the Warranty Program that I/we hereby accept the terms and conditions contained therein in their entirety including but not limited to the alternative dispute resolution processes, including but not limited to binding arbitration, contained therein. By accepting this warranty, I/we are agreeing to waive my/our right to a trial by either judge or jury in a court of law. I/We further agree that any claims to be filed under the Warranty Document will not be filed as a class action lawsuit or be subject to any class action litigation. We acknowledge that class action treatment of a claim under the Warranty Document is strictly prohibited. (Binding nature of the arbitration not applicable in Florida. If home is FHA, VA or Rural Development financed judicial remedy prior to arbitration is not waived.)

I/We understand that if and when the new home warranty is issued, it is an Express Limited Warranty, not an insurance policy and any and all claims, whether contractual or otherwise, are controlled by the express terms, conditions and exclusions contained in the Warranty Document. Certain items and events are not covered by this warranty. Refer to the section titled "Exclusions" in the Warranty Document.

\*Please refer to the reverse side of this form for instructions to obtain a sample warranty document.

Signatures: Homeowner:  Date: 12/14/2023

Co-owner: \_\_\_\_\_ Date: \_\_\_\_\_

## **INSTRUCTIONS FOR OBTAINING A SAMPLE MAVERICK WARRANTY DOCUMENT**

Maverick offers several convenient ways for you to obtain a sample warranty document to review prior to closing on your new home.

- 1. From Our Website:** Go to [www.maverickbuilders.com](http://www.maverickbuilders.com)  
Click the "Homeowners" button  
Click the "Sample Warranty" button  
Select the sample warranty document applicable to you (if you are not sure contact your Builder). You can read online and/or print the sample warranty documents.

- 2. From Our Office:** **By Email** – simply send an email request to [ops@maverickbuilders.com](mailto:ops@maverickbuilders.com)

Put in the Subject of your email: Sample Warranty Request

Please provide in your email\* your:

1. Name
2. Current Address
3. Current Daytime Phone #
4. Address of the New Home (as much as you know)
5. Builder's Name, and
6. What warranty plan your builder is providing to you

We will email you the sample warranty document in PDF format.

**\*If you do not have all the information requested please contact your Builder.**

# Quintessa Homes

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Dear Homebuyer,

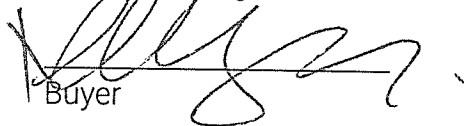
Congratulations on the purchase of your new home. We want you to have an enjoyable and easy transition into your new home, so please keep the following information in mind:

At closing you are given a prorated credit for property taxes from the first day of the year to your closing date on your Settlement Statement. If the taxes at the end of the year are more than what the prorated credit was for, you may send a copy of your tax bill along with the copy of your settlement statement to Quintessa Homes, 8215 Longpoint Road, Suite 31, Houston, Texas 77055, attention Jake Gopinath, or email [Jake@quintessa-homes.com](mailto:Jake@quintessa-homes.com).

If there is a refund owed to you, Quintessa Homes will send you a refund check for the difference.

You are responsible for paying all of the taxes that are due at the end of the year. Quintessa Homes will not forward any tax bills to you. It is your responsibility to obtain and pay all tax bills from each of the taxing entities. You may obtain your CAD account number from your closer at the Title Company. This will be helpful information when you call the taxing entities to get your tax bills.

You are also required to transfer all of your utilities into your name within one week after closing date. Quintessa Homes will call all the utilities one week after closing to disconnect service. If you have not called by the time closing occurs, you will have an interruption of service. To avoid this, it is most important to have this done by your closing date.

  
Buyer

\_\_\_\_\_  
Buyer

# Quintessa Homes

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## PROPERTY KEY RELEASE PROCEDURE

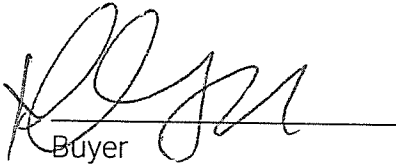
Dear Homebuyer,

Congratulations on the purchase of your new home. We want you to have an enjoyable and easy transition into your new home, so please keep the following information in mind regarding the release of your new home keys:

Property keys will be released once wire or fund transfer is received in Seller's account. At that time, property keys will be released and available for pick up by either the Buyers or the Buyer's agent at the Seller's agent's office at:

The Reyna Group  
611 West 22<sup>nd</sup> Street  
Suite 210  
Houston, Texas 77008

Buyers and Buyer's Agent understand that Seller is not responsible for agent's office hours of operation or holiday schedules. To confirm hours of operation and/or holiday schedule, please contact the Reyna Group at 713-868-9300.

  
Buyer

\_\_\_\_\_  
Buyer

# Quintessa Homes of Texas, Inc Warranty Procedures

**PLEASE DO NOT SUBMIT WARRANTY REPAIR REQUESTS TO CONSTRUCTION SUPERVISORS. WARRANTY REPAIR REQUESTS MUST BE SENT DIRECTLY TO THE OFFICE.**

Please use the attached forms in the Owner's Manual (given at Key Release) to submit warranty repairs during the warranty period. Email forms to Quintessa Homes office ([info@quintessa-homes.com](mailto:info@quintessa-homes.com)).

During the warranty period, if a warranty repair is required (Both for emergency or non-emergency) for plumbing, A/C or heating and/or electricity, you should call the number listed below directly to schedule an appointment. However, Quintessa Homes still requires a warranty repair to be emailed with photos to the corporate office. This will help us maintain accurate records of the warranty being done on your home.

Plumbing: Texas Express Plumbing	713-937-1624
A/C and Heating - Houston Tex Mechanical (Monday-Friday):	713-239-2389
A/C and Heating - Houston Tex Mechanical (Saturday and Sunday):	281-635-2834
Electrical - Primcias Electric:	832-235-0642
Appliances – Factory Builder Stores	281-477-6464

Buyer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**MUST EMAIL THIS COMPLETED FORM TO QUINTESSA HOMES FOR FUNDING:**

Email: [info@quintessa-homes.com](mailto:info@quintessa-homes.com)

Office: 713-588-1621

Contract Concerning:

8810 Carousel A | Houston, Texas 77080

QUINTESSA HOMES OF TEXAS, INC'S  
LIMITED HOME WARRANTY ATTACHMENT

With regards to the following parcel of land, including all improvements provided thereon, located in Harris County, Texas, known as Lot 5, Block 1, Section 2 of Spring Branch Estates, a subdivision of Harris County, Texas, and more commonly known by the street address of 8810 Carousel A ("Property"), Buyer acknowledges receipt of a sample of the Maverick Warranty booklet which describes the only warranty from Seller to Buyer concerning the real property and Improvements which are the subject of this Contract. Buyer acknowledges that he/she/they has either read it and understand its terms, or agree that he/she/they will read the Limited Warranty booklet prior to Closing. By signing the Buyer Acknowledgment at (or prior to) Closing, Buyer assures Seller that he/she/they fully understands the Limited Warranty. Buyer hereby accepts the MAVERICK Limited Warranty IN LIEU OF ALL OTHER WARRANTIES, ORAL AGREEMENTS, PRIOR AGREEMENTS, OR REPRESENTATIONS OF ANY KIND, AND UNDERSTAND THAT SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WHETHER ARISING UNDER STATUTE OR COMMON LAW, STATE OR FEDERAL LAW, AS TO QUALITY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, HABITABILITY, GOOD AND WORKMANLIKE CONSTRUCTION, OR OTHERWISE TO THE EXTENT ALLOWED BY LAW. SELLER MAKES NO WARRANTY OF ANY KIND CONCERNING IMPROVEMENTS CONSTRUCTED, ADDED TO OR ALTERED BY BUYER OR ANY PERSON OR ENTITY HIRED BY BUYER. This Attachment is made a part of the Contract between Buyer and Seller for the Property.

Buyer and Seller agree and understand that Seller shall be responsible and liable to Buyer for warranty obligations, including, but not limited to, delivery systems, for only two (2) years following the earlier of Buyer's occupancy of the Property or the Closing Date, after which Maverick is solely responsible for any warranty item or other claim Buyer may have. Workmanship and materials excluding cosmetic items are warranted for 1 year. Mechanical systems, not including labor are warranted for 2 years.

Buyer have been provided a sample warranty book and have read and understand them and the warranty issued and administered by Maverick Warranty. Validation of the Warranty is not guaranteed but is conditioned on the satisfactory completion of all required inspections, upon Seller's compliance with all of Maverick enrollment procedures, and upon Seller remaining in good standing in the Maverick program. Buyer understands and agrees that, if the above Warranty is validated, Seller retains its obligations under the Limited Statutory Warranties and Performance Standards created by the Texas Property Code for the first two (2) years after the warranties are effective for the Home. However, under the limited warranty book, the Seller's rights and obligations under the warranty on Major Structural Components are transferred to Maverick, if a construction defect in a Major Structural Component first arises after the first two (2) years after the warranty is effective for the Home. Buyers understand and agree the warranty of all appliances and other consumer products installed in the Home are those of the manufacturer or supplier and same are assigned to Buyer, effective on the date of closing.

Buyer understands that after the expiration of two (2) years from the Closing Date that Seller shall have no further warranty or contractual obligations to Buyer, and that all such obligations after that time shall be the sole responsibility of Maverick, whether Maverick pays on the Buyer's claim or not.

Buyer understands that the Maverick Limited Warranty (and hence the only warranty given by Seller) does not cover claims, damages, or costs based upon the presence of toxic substances, including mold or fungus, regardless of how those conditions come about, and that Seller makes no representations, express or implied, that the real property or Home is free of "toxic substances" or of conditions or defects which could give rise to the growth of "toxic substances." Seller shall have no responsibility or liability of any kind based upon or arising from claims concerning the presence of toxic substances, regardless of how those conditions come about, including even if caused by Seller's negligence.

Buyer acknowledges that Seller, having transferred all warranty obligations for claims that may arise in years three (3) through ten (10) after the earlier of the date of Substantial Completion or the Closing Date, has no liability whatsoever to Buyer during years three (3) to ten (10) following the earlier of Substantial Completion or the Closing Date and that Buyer shall make no claim against (or to) Seller during that time period and that Buyer shall make all claims during years three (3) to ten (10) following the earlier of Substantial Completion or the Closing Date only to Maverick. Buyer acknowledges that Maverick is the only entity responsible for claims made by Buyer in years three (3) to ten (10) following the earlier of Substantial Completion or the Closing Date.

Buyer understands and agrees that any warranty pertaining to all appliances, building products or other consumer products installed in the Home is exclusively the obligation of the respective manufacturers or suppliers and is not Seller's obligation and that Seller shall assign all manufacturers and suppliers' warranties to Buyer at closing. Seller shall has no

Buyer's Initials: YCW & \_\_\_\_\_ Seller's Initials: \_\_\_\_\_  
Quintessa Homes © 12/4/2023

liability or responsibility to Buyer with regard to any claims relating to products incorporated into the Home that have a manufacturer's warranty, all such warranties having hereby been assigned. SELLER SHALL NOT BE RESPONSIBLE FOR ANY PERSONAL INJURY OR DEATH OR FOR ANY CONSEQUENTIAL, INCIDENTAL OR SECONDARY DAMAGES AND/OR LOSSES OR FOR ANY PUNITIVE DAMAGES THAT MAY ARISE OUT OF ANY DEFECT OR BREACH OF WARRANTY. Seller, for and in consideration of the Purchase Price, hereby assigns, grants, conveys and sells to Buyer any and all rights, title, obligations or claims under any manufacturer's warranty relating to any consumer products (e.g., furnace/air conditioner, water heater, refrigerator, range, dishwasher, other appliances, equipment or other "consumer products," as defined by the Federal Trade Commission), or any other products which are the subject of a manufacturers' warranty, which have been incorporated into the Property. Buyer hereby represents that he/she/they has been offered copies of the manufacturers' warranties pertaining to such products and, if Buyer requested one or more of such warranties, that he/she/they received and reviewed copies of all applicable manufacturers' warranties. BUYER UNDERSTANDS AND AGREES THAT SELLER, IN NO WAY, MAKES ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY CONSUMER PRODUCT OR OTHER PRODUCT INCORPORATED INTO THE PROPERTY, WHETHER THE PRODUCT MANUFACTURER PROVIDES A WRITTEN WARRANTY OR NOT. THERE ARE NO WARRANTIES BY SELLER, WHETHER EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, SUITABILITY OR FITNESS FOR PURPOSE OR INTENDED USE OF THE CONSUMER PRODUCTS OR ANY OTHER PRODUCTS WHICH ARE INCORPORATED INTO THE PROPERTY OR ARE OTHERWISE THE SUBJECT OF THIS ASSIGNMENT. Buyer expressly agrees and understands that Seller will have no contractual or legal liability for any consumer product incorporated into the Property and that any claim relating to a consumer product incorporated into the Property shall be directed solely to the manufacturer of the consumer product.

GARAGE DOOR DISCLAIMER

Once Seller has installed the wood garage door, Buyer is responsible for any damage to the wooden sections or parts of the door including, but not limited to warping, sun bleaching, stains, coloring, finish cracking or peeling, rotting, dents and/or scratches. SELLER PROVIDES NO WARRANTY FOR THE WOODEN SECTIONS OF THE GARAGE DOOR, ONCE THE DOOR IS INSTALLED.

SOLID SURFACE DISCLAIMER

Buyer agrees that neither Seller nor Seller's supplier will be held responsible for any warranty or repair work related to sections or parts of solid surfaces including, but not limited to scratching, chipping, cracking, dents and/or scratches of the countertops, joints in the countertop runs and/or tile installed in the Home. Buyer understands that certain Marble and other natural stone surfaces are highly susceptible to staining and that Seller nor Seller's suppliers cannot repair any defects or blemishes related to sections or parts of solid surfaces including, but not limited to defects or blemishes of the countertop, marble or natural stone surface and of the joints.

CERAMIC SINK DISCLAIMER

Buyer agrees that neither the Seller nor Seller's supplier will be held responsible for any warranty or repair work related to sections or parts of ceramic sinks including, but not limited to scratching, chipping, cracking, dents and/or scratches of the sides or surface installed in the Home. Buyer understands that certain Ceramic surfaces are highly susceptible to scratching and staining and that Seller nor Seller's suppliers cannot repair any defects or blemishes related to sections or parts of solid surfaces including, but not limited to defects or blemishes of the surface and of the joints.

WOOD FLOORS IN WET AREAS DISCLAIMER

Buyer agrees that neither the Builder nor the Builder's supplier will be held responsible for any warranty or repair work related to sections or parts of wood floors in wet areas (Kitchen floors) including, but not limited to damage caused by moisture and water contact, which can cause cupping, scratching, chipping or cracking. Buyers understand that wood surfaces are highly susceptible to water damage and that Builder and Builder's suppliers cannot repair any defects or blemishes related to sections or parts of the wood floors in this area.

Buyer's Initials:   *YCW*   & \_\_\_\_\_ Seller's Initials: \_\_\_\_\_ Quintessa Homes © 12/4/2023

**BE INFORMED: QUINTESSA HOMES OF TEXAS, INC'S NOTICE REGARDING CABINETS**

Quintessa Homes of Texas, INC is delighted that you have decided to invest in our quality products to enhance your home. Real wood is quite popular among today's cabinet manufacturers and consumers as it helps to create truly beautiful products for the home. It is important to realize, however, that real wood products are very different from other materials that you may be familiar with, as they are not manufactured but a product of nature. Therefore, their appearance can be influenced by many factors uncontrolled by man (or cabinet company); causing authentic woods to vary in color, and character markings such as streaks, knots and grain patterns:

- The tree's sapwood (outer, living part) is often distinctly different in color from its heartwood (inner, dormant part).
- Small pin knots and some larger knots can form during the tree's natural priming process of eliminating adventitious buds and limbs.
- Most woods have a uniform texture and are generally straight grained, but can also have "curly," "fiddle-back," "tiger-stripe," and/or "birds-eye" patterns.
- Certain soil factors can cause variation in wood color.
- Other natural circumstance, including weather conditions or the intrusion of living things such as insects or vines can cause discolorations and wounds. The tree overtime will heal itself and incorporate these features into the wood.

Since natural events such as these are responsible for the most of the inherit features or imprints found in the wood, no tree will be completely free of them. Samples should be considered as guides. Variations in color, grain and marking from sample to finished cabinet may be noticeable and are considered natural characteristics of wood. These variations enhance the natural beauty, depth and individuality of the product.

Finishes are used to enhance and protect wood surfaces. A common misconception is that applying a finish to wood will hide inherent inconsistencies. Actually, the opposite is true; since colored stains may attract differently to these grain patterns, some natural light and dark areas may result, accentuating natural variations.

Glaze finish, while becoming even more popular, are distinctly different from other cabinet finishes you may be familiar to. It is important to realize that the designer look of glazing is achieved through a special process. We begin with the application of a toner for base color and to enhance the natural marking of the wood. The glaze is applied and then hand-wiped off, resulting in unique variances in coverage. Because the glaze is individually applied and then removed by hand, the color saturation ranges from even and consistent to varied and dramatic. The hand removal of the gaze also produces a characteristic called "hang," where the excess glaze settles in the grooves and corners of your cabinet. The result is a one-of-a-kind look with the characteristics that make glazing so desirable.

**Color Changes with Age:** All finishing products that are used contain UV screens to diminish the result of ultraviolet radiation. Even through the most chemically advanced screening products are used, exposing the cabinets to light, particularly sunlight, will cause the finish to yellow or darken to some degree. This effect increases with time.

**Care and Maintenance**

- Never use a dishcloth to clean or dry a cabinet. Detergent residue or grease may be present. Avoid any excessive moisture, clean spills immediately.
- Never Use abrasive cleaners, scouring pads, or powdered cleansers.
- Use a clean damp cloth, immediately dry with a clean lint free cotton cloth.

By initialing below, the undersigned, acknowledges that the above has been discussed and agree that Quintessa Homes of Texas, INC will not be held responsible for such conditions.

Buyer's Initials:           *Yew*           & \_\_\_\_\_ Seller's Initials: \_\_\_\_\_ Quintessa Homes © 12/4/2023

BE INFORMED: QUINTESSA HOMES OF TEXAS, INC'S  
NOTICE REGARDING CARPET

(BUYER TO INITIAL NEXT TO EACH PARAGRAPH BELOW)

Carpet is one of the most widely used floor coverings in the country, and for good reason. It is beautiful, durable and available in many different textures, types, and colors. As with all floor coverings, there are characteristics of carpet that you need to know. While most carpets have stain protectors, no carpet is stain proof.

EW Seams will be visible. Seams will be more visible in a lighter colored carpet than in a darker one.

EW All carpet shows tracks.

EW Colors and shades do vary from one dye lot to the next.

EW Some carpet styles will shed after installations for a period of time. This 'fuzz' is normal.

EW A common characteristic of filament base carpet is described as "cornrowing." Continuous filament carpet reduces the concerns with common shedding, but in turn allows the lines between the tufts to be more visible. In higher density carpets, visible "cornrowing" will diminish.

EW Use an upright vacuum cleaner for routine cleaning (at least twice a week under normal use).

EW Hot water extractions (steam cleaning) is the industry-Designated method of professional cleaning. Insist on truck-mounted equipment.

EW Application of stain resist chemical offered by in home cleaning companies WILL void any stain resist warranties.

EW The industry has established realistic guidelines for tolerance levels. Please understand that the samples from which you are selecting are representative of, but not necessarily exactly what will be installed in your home.

EW The perception of color, texture, patterns, etc. in a smaller sample may be different when the entire application is completed. For example, the color may be more or less intense, the texture more or less pronounced, and shading more or less obvious. Manufacturers discontinue colors and patterns from time to time. If this occurs, you will be notified that a reselection is required.

By initialing below, the undersigned, acknowledges that the above has been discussed and agree that Quintessa Homes of Texas, INC will not be held responsible for such conditions.

Buyer's Initials: EW & \_\_\_\_\_ Seller's Initials: \_\_\_\_\_ Quintessa Homes © 12/4/2023

**BE INFORMED: QUINTESSA HOMES OF TEXAS, INC'S  
NOTICE REGARDING CERAMIC TILE**

**(BUYER TO INITIAL NEXT TO EACH PARAGRAPH BELOW)**

Ceramic tile is a kiln-fired clay product and an exceptionally durable floor and wall covering. However, because ceramic tile is a fired product some variation in size, color, and shade from tile to tile may occur.

W Grout is a cementations product that allows for the expansion and contractions of grout joints which can result in cracks. This is normal and is not a defect.

W Grout is extremely porous and **WILL** stain. You may choose to seal the grout yourself to help prevent staining.

W **Quintessa Homes does NOT seal grout lines.**

W Small grout lines can show irregularities in tile size.

W All tile varies some degree from piece to piece, shade to shade, and run to run.

W **BACKSPLASHES** – Electrical outlets and windows located on the backsplash will interrupt patterns and grout lines in backsplash tile patterns.

W If different tiles are used (for example, stone and granite, or granite and tile) in a backsplash pattern, it will cause "lippng" (one tile sticking out further than the other) due to the different thickness of each material.

W Floor tile does not come with trim. If you choose a floor tile for your backsplash be aware that you will have exposed edges.

W Ceramic tiles are not guaranteed against dye lot variations, texture differences, or lack of uniformity in color. Similarly, grout colors are also subject to variations. Often ceramic tiles will not have trim available, and if it is offered, observable variations between a wall tile and its trim pieces are normal.

W The industry has established realistic guidelines for tolerance levels. Please understand that the samples from which you are selecting are representative of, but not necessarily exactly what will be installed in your home.

W The perception of color, texture, patterns, etc., in a smaller sample may be different when the entire application is completed. For example, the color may be more or less intense, the texture more or less pronounced, and the shading more or less obvious. Manufactures discontinued colors and patterns from time to time. If this occurs, you will be notified that a reselection is required.

W **Mesh Mounted Mosaic or Listels:** As a rule, mesh mounted tile mosaics (whether assembled on sheets or listels) will have noticeable differences in the thickness of the finished grout joints. This is due to the fact that the tile edges are not mechanically finished, which means they will produce more natural variations in grout joint spacing. In addition, all tile has a certain amount of surface or thickness variation from piece to piece as part of the firing process. This can and will create the look of an uneven or crooked installation. Please be aware that these variations should not be viewed as a product defect or the result of an installation error.

By initialing below, the undersigned, acknowledges that the above has been discussed and agree that Quintessa Homes of Texas, INC will not be held responsible for such conditions.

Buyer's Initials: W & \_\_\_\_\_ Seller's Initials: \_\_\_\_\_ Quintessa Homes © 12/4/2023

**BE INFORMED: QUINTESSA HOMES OF TEXAS, INC'S  
NOTICE REGARDING GRANITE, TRAVERTINE AND MARBLE (COUNTERTOP AND FLOORING)**

**(BUYER TO INITIAL NEXT TO EACH PARAGRAPH BELOW)**

Certain countertops, floors and backsplashes are made from natural stone that is quarried from mountains all over the world. As a natural product, granite, travertine and marble are prone to variations in color, pattern and density. These variations are completely natural; making each piece unique and adding to the beauty and charm of the material.

W While granite is a hard stone, capable of withstanding the harshest of domestic environments, the material will scratch and/or chip if exposed to repeatedly harsh treatment. Both marble and travertine are softer materials and will scratch or chip more easily than granite.

W In general, granite and marble very rarely stain. However, all-natural materials are by nature somewhat porous and can absorb any spilled liquid. Do not allow any liquids (including water) to sit on marble or granite countertops. Colors will be absorbed and cannot be removed. A quick clean-up is recommended to reduce the risk of permanent stains. You may choose to seal any countertops, floors and backsplashes yourself to help prevent staining.

W Different from granite and marble, travertine is characterized by the pits and troughs in its surface. These characterizations make a NON-FILLED AND POLISHED travertine stone very susceptible to staining. Do not allow any liquids (including water) to sit on travertine material. Colors will be absorbed and cannot be removed.

W "Soapless" cleaners are recommended for both granite and marble in order to minimize streaking and filming. However, periodic cleaning with regular soap and water is acceptable if rinsing is thorough. Always use a soft cotton cloth to wipe the surface of any marble or granite to avoid scratching the material. Quintessa Homes of Texas, INC does NOT seal countertops, floors and/or backsplashes. You may choose to seal any countertops, floors and backsplashes yourself to help prevent staining.

W Because of the porousness of travertine, it is important to avoid using any cleaning product that contains acid, vinegar, ammonia and/or bleach. Periodically use any specialized stone cleaner with a soft cotton rag for clean-up. You may choose to seal any countertops, floors and backsplashes yourself to help prevent staining.

W Buyer agrees that neither Quintessa Homes of Texas, INC nor its supplier will be held responsible for any warranty or repair work related to sections or parts of solid surfaces including, but not limited to scratching, chipping, cracking, dents and/or scratches of the countertops, joints in the countertop runs and/or tile installed in the home. Buyer understand that certain marble and other natural stone surfaces are highly susceptible to staining and that Quintessa Homes of Texas, INC and its suppliers cannot repair any defects or blemishes related to sections or parts of solid surfaces including, but not limited to defects or blemishes of the countertop, marble or natural stone surface and of the joints.

By initialing below, the undersigned, acknowledges that the above has been discussed and agree that Quintessa Homes of Texas, INC will not be held responsible for such conditions.

Buyer's Initials W & \_\_\_\_\_ Seller's Initials: \_\_\_\_\_  
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**BE INFORMED: QUINTESSA HOMES OF TEXAS, INC'S  
NOTICE REGARDING HARDWOOD FLOORING**

**(BUYER TO INITIAL NEXT TO EACH PARAGRAPH BELOW)**

The hardwood flooring, whether unfinished and stained onsite, or prefinished floors, are made from real wood, not a manufactured imitation. Because wood is a natural material, every piece of flooring will have a unique appearance, often with naturally occurring variations in color, texture and grain pattern. **This naturally occurring wood has characteristics such as variations in grain, color, mineral streaks and knots, and are not considered defects.** Showroom samples and photographic reproductions can give an example of the product's appearance, but they may not be representative of the full range of color, texture and grain variations which can occur in the product itself.

EW Damage due to water and/or moisture, including, but not limited to broken or leaking pipes, wet mopping, weather or natural disasters, is excluded from Hardwood Flooring warranties.

EW The Hardwood Flooring Warranty do not cover indentations, scratches, stains or damage caused by negligence, fire, water, moisture, excessive heat, excessive dryness, erosions, pebbles, sand or other abrasives, pets, insects, spiked heel shoes, weather conditions or natural disasters, color variations, and naturally occurring wood characteristics.

EW The Hardwood Flooring Warranty does not cover natural expansion and contraction resulting in separation between boards or damage caused by low or excessive humidity.

EW No warranties apply to extreme conditions. The humidity level in the home must be in the 40%-60% range throughout the year using air conditioners, humidifiers or dehumidifiers as appropriate.

EW This warranty does not cover damage caused by moisture penetration through the sub-floor, flooding, leaking, plumbing, overflowing sinks or similar water damage.

EW Normal exposure to sunlight will bring changes in shading of any hardwood floor as the floor ages. Area rugs should be moved occasionally because they block sunlight and may give the appearance of discoloring under the rug. This is not a product defect.

**MAINTENANCE AND UPKEEP OF YOUR HARDWOOD FLOOR-**

EW Use proper tools to clean your floor – a mop paired with a machine washable, microfiber pad for dusting and cleaning. Electrostatic action attracts dirt, microparticles and common household allergens.

EW Avoid using water and vinegar, soap-based cleaners, wax or steam cleaners on your hardwood floors. Vinegar and water actually dull the floor's finish over time, while soap and wax leave residue. Steam cleaners put heat and excessive water on your floor, which can lead to cupping and long-term damage.

EW Vacuums and mops are ideal for getting dirt out of trouble areas like corners and crevices. However, using vacuums and mops come with extra caution when you want to clean floors without damaging them. If your vacuum has a beater bar, make sure it doesn't scrape the floor. Also, the wheels on a vacuum might damage the floor. Avoid putting excess liquid on your floor, and instead lightly mist your floor with a sprayable hardwood floor cleaner.

EW Never, ever steam clean or wet mop a wood floor.

Buyer's Initials EW & \_\_\_\_\_ Seller's Initials: \_\_\_\_\_  
Quintessa Homes © 12/4/2023

Contract Concerning:

8810 Carousel A | Houston, Texas 77080

**QUINTESSA HOMES OF TEXAS, INC'S  
INSULATION ATTACHMENT**

The following information is furnished by Seller to Buyer regarding the insulation installed or to be installed in the Improvements constructed or to be constructed on the Property and pursuant and made a part of the Parties' Contract:

Type	Thickness	Manufacturer's R-Value
Sloped Ceiling BATT	6 1/4"	19
Attic Blown	9 1/2"	30
Wall Covering BATT or	3 1/2"	13
BATT & Siding	3 1/2"	13

Seller may, at its sole election, substitute rock wool insulation or other insulation products of an equivalent insulation (R) value in the place of fiberglass BATT insulation.

The thickness of insulation in certain areas may be less than specified above if the design of the Home or structural elements of the Home do not permit greater thicknesses. Examples of where the thickness of the insulation, and therefore R-values, may vary are wall stud locations, corners, windows, where roof rafters attach to outside walls, and locations purposefully not insulated so as to maximize ventilation.

Buyer's Initials:                      &                      Seller's Initials:                      Quintessa Homes © 12/4/2023

**BE INFORMED: QUINTESSA HOMES OF TEXAS, INC'S  
NOTICE REGARDING POOL DISCLAIMER ATTACHMENT**

Unless otherwise expressly agreed to in writing, Buyer understands that the Home built by Quintessa Homes of Texas, INC ("Quintessa Homes") did not contemplate a pool or, as applicable, the specific proposed plans for a pool, and no representations have been made by Quintessa Homes regarding if and how a pool could be installed on the Property, and how such installation may affect the foundation of the Home including possible settlement or subsidence.

If Buyer chooses to install a pool at the Property, Buyer understands that more than normal settlement cracking may occur in or around the Property including, but not limited to drywall, separation of trim and crown molding, and creaks in joints and floorboards within the Home, due to soil movement in close proximity of the foundation. Buyer acknowledges that Quintessa Homes makes no representations regarding soil movement and/or stability including, but not limited to, in relation to the addition of a pool at the Property.

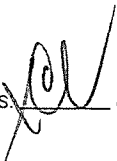
If Buyer chooses to install a pool at the Property, Buyer shall contract with a reputable and bonded pool construction company and/or engineer, of Buyer's own choosing, to determine if a pool can be installed at the Property. Quintessa Homes does not provide such services or insure or warranty such work. The pool construction company and/or engineer would determine for Buyer what, if anything, would be necessary to provide necessary support for both the pool and the Home including, but not limited to, the foundation, to avoid negative soil settlement or movement that could damage either the pool, Property or the Home.

If Buyer installs a pool and issues regarding settlement develop within the Home including the items described above, Quintessa Homes is under no obligation to perform touch ups related to settlement within the Home. Should Buyer contact Quintessa Homes seeking recommendations for third parties to perform certain touch ups within the Home, and if recommendations are given, Buyer understands and agrees that all such contracted work and payment will be coordinated directly between Buyer and such third party. Further, that work performed by the third party is wholly independent of Quintessa Homes, and Quintessa Homes does not warranty or monitor such work.

Buyer further understands that Quintessa Homes' warranty with regards to drainage from the rear of the Property or other areas in close proximity to the pool is voided with the construction of a pool and/or by adding or modifying existing soils in the rear and sides of the Home.

By initialing below, the undersigned, acknowledges that the above has been discussed and agree that Quintessa Homes will not be held responsible for such conditions.

Buyer's Initials: \_\_\_\_\_



&

Seller's Initials: \_\_\_\_\_

Contract Concerning:

8810 Carousel A | Houston, Texas 77080

**BE INFORMED: QUINTESSA HOMES OF TEXAS, INC'S  
NOTICE REGARDING POSSIBLE SETTLEMENT OF THE HOME ATTACHMENT**

Quintessa Homes of Texas, INC once again thanks you for the purchase of your new home and wishes to provide you with additional information about possible conditions that it may experience after the closing. As with all houses, including new construction, settlement or subsidence is a possibility and is related to the environment including temperature (both within and outside the home).

Given a long enough timeline and even if the soil is well compacted, all houses eventually will settle.

Movement can be within the house (lumber swelling and shrinkage) or it can involve the entire house (settlement or some other force affecting the entire structure.)

The possible appearance of minor cracking in drywall, separation of trim and crown molding, and creaks in joints and floorboards, is common after a certain period of time. Such instances regarding drywall, trim and crown molding are generally cosmetic and do not necessarily relate to structural issues with the home. Most such issues can be addressed by caulk and paint. That being said, should you notice more severe due to settlement, subsidence or otherwise, please address the same in a timely matter including, but not limited to, contacting Maverick, formerly Centricity Builders Warranty Group, in relation to your limited warranty.

Such conditions may be typical especially due to the type of soil in the Houston area including, but not limited to, clay and other organic material (like tree stumps or limbs) which also degrade over time. Clay soil is subject to changes in expansion and contraction based on the amount of water found in it at any given time. Clay may expand when saturated. This may cause upheaval, the opposite of settling. When the clay dries, it may contract and sink, causing settling.

It is important for you to make sure that the moisture around your foundation remains constant and trees and foliage are not planted too close to the foundation to minimize the possible effects of settlement. Installing and periodically running a soaker hose around the perimeter of your home is advised.

Also, tree roots that grow close to a house's foundation can create cracks by searching for water beneath it. The roots can disrupt the soil compaction, leading to settlement. Tree roots also invite rainwater under the house, which may further disrupt the integrity of the soil.

Buyer's Initials:  & \_\_\_\_\_ Seller's Initials: \_\_\_\_\_

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**BE INFORMED: QUINTESSA HOMES OF TEXAS, INC'S  
NOTICE REGARDING AFTERMARKET AUDIO/VISUAL WAIVER (CONTINUED)**

- Damage or defects resulting from acts of nature, such as lightning or flood. (These items may be covered under your homeowner's or other insurance);
- Damage or defects resulting from accidents, misuse, abuse, neglect;
- Damage or defects resulting from improper installation, removal, or maintenance by a person or party other than Quintessa Homes or its authorized vendors;
- Any product, service or system not purchased through Quintessa Homes or its authorized vendors, and installed through Quintessa Homes or its authorized vendors;
- Any client education/ re-education;
- Any product that has had its serial number removed or altered;
- Handheld remote-control batteries;
- Projection lamps; and,
- Programming changes;

**Limitation on Damages**

QUINTESSA HOMES OR ITS AUTHORIZED VENDORS SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY ON THE AUDIO/VISUAL PRODUCTS IT OR ANY OTHER THIRD-PARTY INSTALLS INCLUDING THE LOW VOLTAGE WIRING THROUGHOUT THE PROPERTY. This provision is in addition to, and does not serve to limit, the limitations outlined in Section 9.1 of the Addendum to Texas Real Estate Commission (TREC) New Home Contract. Quintessa Homes' Limited Warranty referenced herein is null and void for any modifications to the low voltage wiring through the central distribution panel/junction box or otherwise, not installed through Quintessa Homes or its authorized audio/visual vendors.

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**BE INFORMED: QUINTESSA HOMES OF TEXAS, INC'S NOTICE REGARDING:  
DECK, BALCONY, GUTTER AND DRAIN MAINTENANCE**

Decks, balconies, gutters, and drains, like all other building components, require routine maintenance and inspection to ensure durable performance. Without proper maintenance, water may get in through holes and cracks in the membrane or joints that have separated, and produce leaks to the interior, damage to the wall assembly and rotting to the structure. Holes caused by sharp heels, table and chair legs, and damage produced by placement of heavy objects and careless use of tools; failing to inspect and maintain caulk around the perimeter of the balcony; and, failing to clear out gutters or drains may also increase the risk of water entry. Holes or punctures to a balcony and missing or cracked caulk must be repaired as soon as possible to avoid water entering the structure when it rains.

Owners of newly constructed homes should be aware their home may be more susceptible to some structural movement over the first eighteen months of operation, as moisture from the building materials (including wood) dries out and may cause the material to shrink or cause the balcony slope to change, and ponding (standing water) at the wall to occur. While these matters are often taken into account during the home's design and construction, some movement can still occur, potentially affecting the membrane. All these possible situations create a need for diligent inspection throughout the ownership of the home.

Guardrails and guardwalls are important safety features designed to prevent falls from balconies and decks. Guardrails can be constructed of a combination of wood, metal and glass. In inspecting guardrails take time to view where the guardrail may be fastened directly through the membrane to the horizontal surface of the balcony or deck, and the wall. Guardwalls may also be susceptible to leaks at corners and intersections with the exterior wall (saddles). These should be regularly inspected and maintained to reduce the likelihood of water penetration into the wall assembly or home.

Drains and gutters are important parts of a deck or balcony system that require regular maintenance. A critical yet easy maintenance item is to keep drains and gutters working properly by regularly cleaning balcony and deck floor surfaces to remove any dirt or debris, e.g. leaves and twigs. This will ensure that drains and gutters are free-flowing and do not clog. Proper functioning drains and gutters are especially important for decks and balconies with surfaces that slope to an internal floor drain connected to the building's storm drain or to a drain-pipe that is extended to discharge to the ground or landscaping below. It is also important to ensure that floor drains are not covered with objects such as rugs, plant pots or other items that will slow or stop water from flowing. Keeping deck and balcony surfaces clear of dirt and debris is also important for continuous "edge wrap" drainage systems. Located at the perimeter of the deck or balcony, these systems drain the water into a continuous gutter. It is important that these systems remain free-draining to avoid clogs and water over-flow situations.

There are a variety of soffits and vents associated with decks and balconies to provide for air circulation through enclosed spaces such as: soffit panels that cover the underside of balconies, round-shaped louver vents, strip vents, and mechanical exhaust vents from kitchens, bathrooms or clothes dryers. Weep holes, including those at ground level, related to the structure, also to provide for air circulation through enclosed spaces. All vents and weep holes should be inspected and cleaned of debris or dirt so that they continue to provide adequate ventilation and should never be covered.

It is recommended the condition of decks, balconies, railings, drains, gutters, weep holes, caulking and other related components should be inspected at least once a year two to detect and address any possible problems including structural movement of the home. Balcony and deck surfaces, including drains and gutters, should be cleaned at least twice a year (or as needed) to remove leaves and other debris and to prevent clogging and potential water build-up problems.

When cleaning a deck or balcony (including a membrane), use common household cleaners containing plastics, tile and concrete friendly ingredients. Never use solvents, alcohol, paint thinner or lacquer thinner to clean a membrane because these products may degrade vinyl and urethane membranes, and/or caulking. Refer to the cleaning manufacturer's literature to be assured the cleaning agents can be safely used related to the home's building materials.

Buyer's Initials:   *YU*   & \_\_\_\_\_ Seller's Initials: \_\_\_\_\_ Quintessa Homes © 12/4/2023

Contract Concerning:

8810 Carousel A | Houston, Texas 77080

EXECUTED the day of 14, Dec., 2023 (EFFECTIVE DATE).

BUYER:

Name: Carmen Vega  
Signature: [Handwritten Signature]  
Date: 12/14/2023

CO-BUYER or SPOUSE:

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

AGREED TO AND ACCEPTED BY SELLER:

Quintessa Homes of Texas, Inc

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Buyer's Initials: [Handwritten Initials] & \_\_\_\_\_ Seller's Initials: \_\_\_\_\_  
Quintessa Homes © 12/4/2023

Contract Concerning:

8810 Carousel A | Houston, Texas 77080

**QUINTESSA HOMES OF TEXAS, INC'S  
LIMITED HOME WARRANTY ATTACHMENT**

With regards to the following parcel of land, including all improvements provided thereon, located in Harris County, Texas, known as Lot 5, Block 1, Section 2 of Spring Branch Estates, a subdivision of Harris County, Texas, and more commonly known by the street address of 8810 Carousel A ("Property"), Buyer acknowledges receipt of a sample of the Maverick Warranty booklet which describes the only warranty from Seller to Buyer concerning the real property and Improvements which are the subject of this Contract. Buyer acknowledges that he/she/they has either read it and understand its terms, or agree that he/she/they will read the Limited Warranty booklet prior to Closing. By signing the Buyer Acknowledgment at (or prior to) Closing, Buyer assures Seller that he/she/they fully understands the Limited Warranty. Buyer hereby accepts the MAVERICK Limited Warranty IN LIEU OF ALL OTHER WARRANTIES, ORAL AGREEMENTS, PRIOR AGREEMENTS, OR REPRESENTATIONS OF ANY KIND, AND UNDERSTAND THAT SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WHETHER ARISING UNDER STATUTE OR COMMON LAW, STATE OR FEDERAL LAW, AS TO QUALITY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, HABITABILITY, GOOD AND WORKMANLIKE CONSTRUCTION, OR OTHERWISE TO THE EXTENT ALLOWED BY LAW. SELLER MAKES NO WARRANTY OF ANY KIND CONCERNING IMPROVEMENTS CONSTRUCTED, ADDED TO OR ALTERED BY BUYER OR ANY PERSON OR ENTITY HIRED BY BUYER. This Attachment is made a part of the Contract between Buyer and Seller for the Property.

Buyer and Seller agree and understand that Seller shall be responsible and liable to Buyer for warranty obligations, including, but not limited to, delivery systems, for only two (2) years following the earlier of Buyer's occupancy of the Property or the Closing Date, after which Maverick is solely responsible for any warranty item or other claim Buyer may have. Workmanship and materials excluding cosmetic items are warranted for 1 year. Mechanical systems, not including labor are warranted for 2 years.

Buyer have been provided a sample warranty book and have read and understand them and the warranty issued and administered by Maverick Warranty. Validation of the Warranty is not guaranteed but is conditioned on the satisfactory completion of all required inspections, upon Seller's compliance with all of Maverick enrollment procedures, and upon Seller remaining in good standing in the Maverick program. Buyer understands and agrees that, if the above Warranty is validated, Seller retains its obligations under the Limited Statutory Warranties and Performance Standards created by the Texas Property Code for the first two (2) years after the warranties are effective for the Home. However, under the limited warranty book, the Seller's rights and obligations under the warranty on Major Structural Components are transferred to Maverick, if a construction defect in a Major Structural Component first arises after the first two (2) years after the warranty is effective for the Home. Buyers understand and agree the warranty of all appliances and other consumer products installed in the Home are those of the manufacturer or supplier and same are assigned to Buyer, effective on the date of closing.

Buyer understands that after the expiration of two (2) years from the Closing Date that Seller shall have no further warranty or contractual obligations to Buyer, and that all such obligations after that time shall be the sole responsibility of Maverick, whether Maverick pays on the Buyer's claim or not.

Buyer understands that the Maverick Limited Warranty (and hence the only warranty given by Seller) does not cover claims, damages, or costs based upon the presence of toxic substances, including mold or fungus, regardless of how those conditions come about, and that Seller makes no representations, express or implied, that the real property or Home is free of "toxic substances" or of conditions or defects which could give rise to the growth of "toxic substances." Seller shall have no responsibility or liability of any kind based upon or arising from claims concerning the presence of toxic substances, regardless of how those conditions come about, including even if caused by Seller's negligence.

Buyer acknowledges that Seller, having transferred all warranty obligations for claims that may arise in years three (3) through ten (10) after the earlier of the date of Substantial Completion or the Closing Date, has no liability whatsoever to Buyer during years three (3) to ten (10) following the earlier of Substantial Completion or the Closing Date and that Buyer shall make no claim against (or to) Seller during that time period and that Buyer shall make all claims during years three (3) to ten (10) following the earlier of Substantial Completion or the Closing Date only to Maverick. Buyer acknowledges that Maverick is the only entity responsible for claims made by Buyer in years three (3) to ten (10) following the earlier of Substantial Completion or the Closing Date.

Buyer understands and agrees that any warranty pertaining to all appliances, building products or other consumer products installed in the Home is exclusively the obligation of the respective manufacturers or suppliers and is not Seller's obligation and that Seller shall assign all manufacturers and suppliers' warranties to Buyer at closing. Seller shall has no

Buyer's Initials: \_\_\_\_\_ & \_\_\_\_\_ Seller's Initials:  \_\_\_\_\_

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Page 1 of 14

liability or responsibility to Buyer with regard to any claims relating to products incorporated into the Home that have a manufacturer's warranty, all such warranties having hereby been assigned. SELLER SHALL NOT BE RESPONSIBLE FOR ANY PERSONAL INJURY OR DEATH OR FOR ANY CONSEQUENTIAL, INCIDENTAL OR SECONDARY DAMAGES AND/OR LOSSES OR FOR ANY PUNITIVE DAMAGES THAT MAY ARISE OUT OF ANY DEFECT OR BREACH OF WARRANTY. Seller, for and in consideration of the Purchase Price, hereby assigns, grants, conveys and sells to Buyer any and all rights, title, obligations or claims under any manufacturer's warranty relating to any consumer products (e.g., furnace/air conditioner, water heater, refrigerator, range, dishwasher, other appliances, equipment or other "consumer products," as defined by the Federal Trade Commission), or any other products which are the subject of a manufacturers' warranty, which have been incorporated into the Property. Buyer hereby represents that he/she/they has been offered copies of the manufacturers' warranties pertaining to such products and, if Buyer requested one or more of such warranties, that he/she/they received and reviewed copies of all applicable manufacturers' warranties. BUYER UNDERSTANDS AND AGREES THAT SELLER, IN NO WAY, MAKES ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY CONSUMER PRODUCT OR OTHER PRODUCT INCORPORATED INTO THE PROPERTY, WHETHER THE PRODUCT MANUFACTURER PROVIDES A WRITTEN WARRANTY OR NOT. THERE ARE NO WARRANTIES BY SELLER, WHETHER EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, SUITABILITY OR FITNESS FOR PURPOSE OR INTENDED USE OF THE CONSUMER PRODUCTS OR ANY OTHER PRODUCTS WHICH ARE INCORPORATED INTO THE PROPERTY OR ARE OTHERWISE THE SUBJECT OF THIS ASSIGNMENT. Buyer expressly agrees and understands that Seller will have no contractual or legal liability for any consumer product incorporated into the Property and that any claim relating to a consumer product incorporated into the Property shall be directed solely to the manufacturer of the consumer product.

GARAGE DOOR DISCLAIMER

Once Seller has installed the wood garage door, Buyer is responsible for any damage to the wooden sections or parts of the door including, but not limited to warping, sun bleaching, stains, coloring, finish cracking or peeling, rotting, dents and/or scratches. SELLER PROVIDES NO WARRANTY FOR THE WOODEN SECTIONS OF THE GARAGE DOOR, ONCE THE DOOR IS INSTALLED.

SOLID SURFACE DISCLAIMER

Buyer agrees that neither Seller nor Seller's supplier will be held responsible for any warranty or repair work related to sections or parts of solid surfaces including, but not limited to scratching, chipping, cracking, dents and/or scratches of the countertops, joints in the countertop runs and/or tile installed in the Home. Buyer understands that certain Marble and other natural stone surfaces are highly susceptible to staining and that Seller nor Seller's suppliers cannot repair any defects or blemishes related to sections or parts of solid surfaces including, but not limited to defects or blemishes of the countertop, marble or natural stone surface and of the joints.

CERAMIC SINK DISCLAIMER

Buyer agrees that neither the Seller nor Seller's supplier will be held responsible for any warranty or repair work related to sections or parts of ceramic sinks including, but not limited to scratching, chipping, cracking, dents and/or scratches of the sides or surface installed in the Home. Buyer understands that certain Ceramic surfaces are highly susceptible to scratching and staining and that Seller nor Seller's suppliers cannot repair any defects or blemishes related to sections or parts of solid surfaces including, but not limited to defects or blemishes of the surface and of the joints.

WOOD FLOORS IN WET AREAS DISCLAIMER

Buyer agrees that neither the Builder nor the Builder's supplier will be held responsible for any warranty or repair work related to sections or parts of wood floors in wet areas (Kitchen floors) including, but not limited to damage caused by moisture and water contact, which can cause cupping, scratching, chipping or cracking. Buyers understand that wood surfaces are highly susceptible to water damage and that Builder and Builder's suppliers cannot repair any defects or blemishes related to sections or parts of the wood floors in this area.

Buyer's Initials: \_\_\_\_\_ & \_\_\_\_\_ Seller's Initials:  \_\_\_\_\_ Quintessa Homes © 12/4/2023

**BE INFORMED: QUINTESSA HOMES OF TEXAS, INC'S NOTICE REGARDING CABINETS**

Quintessa Homes of Texas, INC is delighted that you have decided to invest in our quality products to enhance your home. Real wood is quite popular among today's cabinet manufacturers and consumers as it helps to create truly beautiful products for the home. It is important to realize, however, that real wood products are very different from other materials that you may be familiar with, as they are not manufactured but a product of nature. Therefore, their appearance can be influenced by many factors uncontrolled by man (or cabinet company); causing authentic woods to vary in color, and character markings such as streaks, knots and grain patterns:

- The tree's sapwood (outer, living part) is often distinctly different in color from its heartwood (inner, dormant part).
- Small pin knots and some larger knots can form during the tree's natural priming process of eliminating adventitious buds and limbs.
- Most woods have a uniform texture and are generally straight grained, but can also have "curly," "fiddle-back," "tiger-stripe," and/or "birds-eye" patterns.
- Certain soil factors can cause variation in wood color.
- Other natural circumstance, including weather conditions or the intrusion of living things such as insects or vines can cause discolorations and wounds. The tree overtime will heal itself and incorporate these features into the wood.

Since natural events such as these are responsible for the most of the inherit features or imprints found in the wood, no tree will be completely free of them. Samples should be considered as guides. Variations in color, grain and marking from sample to finished cabinet may be noticeable and are considered natural characteristics of wood. These variations enhance the natural beauty, depth and individuality of the product.

Finishes are used to enhance and protect wood surfaces. A common misconception is that applying a finish to wood will hide inherent inconsistencies. Actually, the opposite is true; since colored stains may attract differently to these grain patterns, some natural light and dark areas may result, accentuating natural variations.

Glaze finish, while becoming even more popular, are distinctly different from other cabinet finishes you may be familiar to. It is important to realize that the designer look of glazing is achieved through a special process. We begin with the application of a toner for base color and to enhance the natural marking of the wood. The glaze is applied and then hand-wiped off, resulting in unique variances in coverage. Because the glaze is individually applied and then removed by hand, the color saturation ranges from even and consistent to varied and dramatic. The hand removal of the gaze also produces a characteristic called "hang," where the excess glaze settles in the grooves and corners of your cabinet. The result is a one-of-a-kind look with the characteristics that make glazing so desirable.

**Color Changes with Age:** All finishing products that are used contain UV screens to diminish the result of ultraviolet radiation. Even through the most chemically advanced screening products are used, exposing the cabinets to light, particularly sunlight, will cause the finish to yellow or darken to some degree. This effect increases with time.

**Care and Maintenance**

- Never use a dishcloth to clean or dry a cabinet. Detergent residue or grease may be present. Avoid any excessive moisture, clean spills immediately.
- Never Use abrasive cleaners, scouring pads, or powdered cleansers.
- Use a clean damp cloth, immediately dry with a clean lint free cotton cloth.

By initialing below, the undersigned, acknowledges that the above has been discussed and agree that Quintessa Homes of Texas, INC will not be held responsible for such conditions.

Buyer's Initials: \_\_\_\_\_ & \_\_\_\_\_ Seller's Initials: 

Contract Concerning:

8810 Carousel A | Houston, Texas 77080

**BE INFORMED: QUINTESSA HOMES OF TEXAS, INC'S  
NOTICE REGARDING CARPET**

**(BUYER TO INITIAL NEXT TO EACH PARAGRAPH BELOW)**

Carpet is one of the most widely used floor coverings in the country, and for good reason. It is beautiful, durable and available in many different textures, types, and colors. As with all floor coverings, there are characteristics of carpet that you need to know. While most carpets have stain protectors, no carpet is stain proof.

\_\_\_\_\_ Seams will be visible. Seams will be more visible in a lighter colored carpet than in a darker one.

\_\_\_\_\_ All carpet shows tracks.

\_\_\_\_\_ Colors and shades do vary from one dye lot to the next.

\_\_\_\_\_ Some carpet styles will shed after installations for a period of time. This 'fuzz' is normal.

\_\_\_\_\_ A common characteristic of filament base carpet is described as "cornrowing." Continuous filament carpet reduces the concerns with common shedding, but in turn allows the lines between the tufts to be more visible. In higher density carpets, visible "cornrowing" will diminish.

\_\_\_\_\_ Use an upright vacuum cleaner for routine cleaning (at least twice a week under normal use).

\_\_\_\_\_ Hot water extractions (steam cleaning) is the industry-Designated method of professional cleaning. Insist on truck-mounted equipment.

\_\_\_\_\_ Application of stain resist chemical offered by in home cleaning companies **WILL** void any stain resist warranties.

\_\_\_\_\_ The industry has established realistic guidelines for tolerance levels. Please understand that the samples from which you are selecting are representative of, but not necessarily exactly what will be installed in your home.

\_\_\_\_\_ The perception of color, texture, patterns, etc. in a smaller sample may be different when the entire application is completed. For example, the color may be more or less intense, the texture more or less pronounced, and shading more or less obvious. Manufacturers discontinue colors and patterns from time to time. If this occurs, you will be notified that a reselection is required.

By initialing below, the undersigned, acknowledges that the above has been discussed and agree that Quintessa Homes of Texas, INC will not be held responsible for such conditions.

Buyer's Initials: \_\_\_\_\_ & \_\_\_\_\_ Seller's Initials:  Quintessa Homes © 12/4/2023

**BE INFORMED: QUINTESSA HOMES OF TEXAS, INC'S  
NOTICE REGARDING CERAMIC TILE**

**(BUYER TO INITIAL NEXT TO EACH PARAGRAPH BELOW)**

\_\_\_\_\_ Ceramic tile is a kiln-fired clay product and an exceptionally durable floor and wall covering. However, because ceramic tile is a fired product some variation in size, color, and shade from tile to tile may occur.

\_\_\_\_\_ Grout is a cementations product that allows for the expansion and contractions of grout joints which can result in cracks. This is normal and is not a defect.

\_\_\_\_\_ Grout is extremely porous and **WILL** stain. You may choose to seal the grout yourself to help prevent staining.

\_\_\_\_\_ **Quintessa Homes does NOT seal grout lines.**

\_\_\_\_\_ Small grout lines can show irregularities in tile size.

\_\_\_\_\_ All tile varies some degree from piece to piece, shade to shade, and run to run.

\_\_\_\_\_ **BACKSPLASHES** – Electrical outlets and windows located on the backsplash will interrupt patterns and grout lines in backsplash tile patterns.

\_\_\_\_\_ If different tiles are used (for example, stone and granite, or granite and tile) in a backsplash pattern, it will cause "lipping" (one tile sticking out further than the other) due to the different thickness of each material.

\_\_\_\_\_ Floor tile does not come with trim. If you choose a floor tile for your backsplash be aware that you will have exposed edges.

\_\_\_\_\_ Ceramic tiles are not guaranteed against dye lot variations, texture differences, or lack of uniformity in color. Similarly, grout colors are also subject to variations. Often ceramic tiles will not have trim available, and if it is offered, observable variations between a wall tile and its trim pieces are normal.

\_\_\_\_\_ The industry has established realistic guidelines for tolerance levels. Please understand that the samples from which you are selecting are representative of, but not necessarily exactly what will be installed in your home.

\_\_\_\_\_ The perception of color, texture, patterns, etc., in a smaller sample may be different when the entire application is completed. For example, the color may be more or less intense, the texture more or less pronounced, and the shading more or less obvious. Manufactures discontinued colors and patterns from time to time. If this occurs, you will be notified that a reselection is required.

\_\_\_\_\_ **Mesh Mounted Mosaic or Listels:** As a rule, mesh mounted tile mosaics (whether assembled on sheets or listels) will have noticeable differences in the thickness of the finished grout joints. This is due to the fact that the tile edges are not mechanically finished, which means they will produce more natural variations in grout joint spacing. In addition, all tile has a certain amount of surface or thickness variation from piece to piece as part of the firing process. This can and will create the look of an uneven or crooked installation. Please be aware that these variations should not be viewed as a product defect or the result of an installation error.

By initialing below, the undersigned, acknowledges that the above has been discussed and agree that Quintessa Homes of Texas, INC will not be held responsible for such conditions.

Buyer's Initials: \_\_\_\_\_ & \_\_\_\_\_ Seller's Initials:  \_\_\_\_\_ Quintessa Homes © 12/4/2023

**BE INFORMED: QUINTESSA HOMES OF TEXAS, INC'S  
NOTICE REGARDING GRANITE, TRAVERTINE AND MARBLE (COUNTERTOP AND FLOORING)**

**(BUYER TO INITIAL NEXT TO EACH PARAGRAPH BELOW)**

Certain countertops, floors and backsplashes are made from natural stone that is quarried from mountains all over the world. As a natural product, granite, travertine and marble are prone to variations in color, pattern and density. These variations are completely natural; making each piece unique and adding to the beauty and charm of the material.

\_\_\_\_\_ While granite is a hard stone, capable of withstanding the harshest of domestic environments, the material will scratch and/or chip if exposed to repeatedly harsh treatment. Both marble and travertine are softer materials and will scratch or chip more easily than granite.

\_\_\_\_\_ In general, granite and marble very rarely stain. However, all-natural materials are by nature somewhat porous and can absorb any spilled liquid. Do not allow any liquids (including water) to sit on marble or granite countertops. Colors will be absorbed and cannot be removed. A quick clean-up is recommended to reduce the risk of permanent stains. You may choose to seal any countertops, floors and backsplashes yourself to help prevent staining.

\_\_\_\_\_ Different from granite and marble, travertine is characterized by the pits and troughs in its surface. These characterizations make a NON-FILLED AND POLISHED travertine stone very susceptible to staining. Do not allow any liquids (including water) to sit on travertine material. Colors will be absorbed and cannot be removed.

\_\_\_\_\_ "Soapless" cleaners are recommended for both granite and marble in order to minimize streaking and filming. However, periodic cleaning with regular soap and water is acceptable if rinsing is thorough. Always use a soft cotton cloth to wipe the surface of any marble or granite to avoid scratching the material. Quintessa Homes of Texas, INC does NOT seal countertops, floors and/or backsplashes. You may choose to seal any countertops, floors and backsplashes yourself to help prevent staining.

\_\_\_\_\_ Because of the porousness of travertine, it is important to avoid using any cleaning product that contains acid, vinegar, ammonia and/or bleach. Periodically use any specialized stone cleaner with a soft cotton rag for clean-up. You may choose to seal any countertops, floors and backsplashes yourself to help prevent staining.

\_\_\_\_\_ Buyer agrees that neither Quintessa Homes of Texas, INC nor its supplier will be held responsible for any warranty or repair work related to sections or parts of solid surfaces including, but not limited to scratching, chipping, cracking, dents and/or scratches of the countertops, joints in the countertop runs and/or tile installed in the home. Buyer understand that certain marble and other natural stone surfaces are highly susceptible to staining and that Quintessa Homes of Texas, INC and its suppliers cannot repair any defects or blemishes related to sections or parts of solid surfaces including, but not limited to defects or blemishes of the countertop, marble or natural stone surface and of the joints.

By initialing below, the undersigned, acknowledges that the above has been discussed and agree that Quintessa Homes of Texas, INC will not be held responsible for such conditions.

Buyer's Initials: \_\_\_\_\_ & \_\_\_\_\_ Seller's Initials: AD Quintessa Homes © 12/4/2023

**BE INFORMED: QUINTESSA HOMES OF TEXAS, INC'S  
NOTICE REGARDING HARDWOOD FLOORING**

**(BUYER TO INITIAL NEXT TO EACH PARAGRAPH BELOW)**

The hardwood flooring, whether unfinished and stained onsite, or prefinished floors, are made from real wood, not a manufactured imitation. Because wood is a natural material, every piece of flooring will have a unique appearance, often with naturally occurring variations in color, texture and grain pattern. **This naturally occurring wood has characteristics such as variations in grain, color, mineral streaks and knots, and are not considered defects.** Showroom samples and photographic reproductions can give an example of the product's appearance, but they may not be representative of the full range of color, texture and grain variations which can occur in the product itself.

\_\_\_\_\_ Damage due to water and/or moisture, including, but not limited to broken or leaking pipes, wet mopping, weather or natural disasters, is excluded from Hardwood Flooring warranties.

\_\_\_\_\_ The Hardwood Flooring Warranty do not cover indentations, scratches, stains or damage caused by negligence, fire, water, moisture, excessive heat, excessive dryness, erosions, pebbles, sand or other abrasives, pets, insects, spiked heel shoes, weather conditions or natural disasters, color variations, and naturally occurring wood characteristics.

\_\_\_\_\_ The Hardwood Flooring Warranty does not cover natural expansion and contraction resulting in separation between boards or damage caused by low or excessive humidity.

\_\_\_\_\_ No warranties apply to extreme conditions. The humidity level in the home must be in the 40%-60% range throughout the year using air conditioners, humidifiers or dehumidifiers as appropriate.

\_\_\_\_\_ This warranty does not cover damage caused by moisture penetration through the sub-floor, flooding, leaking, plumbing, overflowing sinks or similar water damage.

\_\_\_\_\_ Normal exposure to sunlight will bring changes in shading of any hardwood floor as the floor ages. Area rugs should be moved occasionally because they block sunlight and may give the appearance of discoloring under the rug. This is not a product defect.

**MAINTENANCE AND UPKEEP OF YOUR HARDWOOD FLOOR-**

\_\_\_\_\_ Use proper tools to clean your floor – a mop paired with a machine washable, microfiber pad for dusting and cleaning. Electrostatic action attracts dirt, microparticles and common household allergens.

\_\_\_\_\_ Avoid using water and vinegar, soap-based cleaners, wax or steam cleaners on your hardwood floors. Vinegar and water actually dull the floor's finish over time, while soap and wax leave residue. Steam cleaners put heat and excessive water on your floor, which can lead to cupping and long-term damage.

\_\_\_\_\_ Vacuums and mops are ideal for getting dirt out of trouble areas like corners and crevices. However, using vacuums and mops come with extra caution when you want to clean floors without damaging them. If your vacuum has a beater bar, make sure it doesn't scrape the floor. Also, the wheels on a vacuum might damage the floor. Avoid putting excess liquid on your floor, and instead lightly mist your floor with a sprayable hardwood floor cleaner.

\_\_\_\_\_ Never, ever steam clean or wet mop a wood floor.

Buyer's Initials: \_\_\_\_\_ & \_\_\_\_\_ Seller's Initials:  \_\_\_\_\_ Quintessa Homes © 12/4/2023

Contract Concerning:

8810 Carousel A | Houston, Texas 77080


**QUINTESSA HOMES OF TEXAS, INC'S  
INSULATION ATTACHMENT**

The following information is furnished by Seller to Buyer regarding the insulation installed or to be installed in the Improvements constructed or to be constructed on the Property and pursuant and made a part of the Parties' Contract:

	Type	Thickness	Manufacturer's R-Value
Sloped Ceiling	BATT	6 1/4"	19
Attic	Blown	9 1/2"	30
Wall Covering	BATT or	3 1/2"	13
	BATT & Siding	3 1/2"	13

Seller may, at its sole election, substitute rock wool insulation or other insulation products of an equivalent insulation (R) value in the place of fiberglass BATT insulation.

The thickness of insulation in certain areas may be less than specified above if the design of the Home or structural elements of the Home do not permit greater thicknesses. Examples of where the thickness of the insulation, and therefore R-values, may vary are wall stud locations, corners, windows, where roof rafters attach to outside walls, and locations purposefully not insulated so as to maximize ventilation.

Buyer's Initials: \_\_\_\_\_ & \_\_\_\_\_ Seller's Initials: 

**BE INFORMED: QUINTESSA HOMES OF TEXAS, INC'S  
NOTICE REGARDING POOL DISCLAIMER ATTACHMENT**

Unless otherwise expressly agreed to in writing, Buyer understands that the Home built by Quintessa Homes of Texas, INC ("Quintessa Homes") did not contemplate a pool or, as applicable, the specific proposed plans for a pool, and no representations have been made by Quintessa Homes regarding if and how a pool could be installed on the Property, and how such installation may affect the foundation of the Home including possible settlement or subsidence.

If Buyer chooses to install a pool at the Property, Buyer understands that more than normal settlement cracking may occur in or around the Property including, but not limited to drywall, separation of trim and crown molding, and creaks in joints and floorboards within the Home, due to soil movement in close proximity of the foundation. Buyer acknowledges that Quintessa Homes makes no representations regarding soil movement and/or stability including, but not limited to, in relation to the addition of a pool at the Property.

If Buyer chooses to install a pool at the Property, Buyer shall contract with a reputable and bonded pool construction company and/or engineer, of Buyer's own choosing, to determine if a pool can be installed at the Property. Quintessa Homes does not provide such services or insure or warranty such work. The pool construction company and/or engineer would determine for Buyer what, if anything, would be necessary to provide necessary support for both the pool and the Home including, but not limited to, the foundation, to avoid negative soil settlement or movement that could damage either the pool, Property or the Home.

If Buyer installs a pool and issues regarding settlement develop within the Home including the items described above, Quintessa Homes is under no obligation to perform touch ups related to settlement within the Home. Should Buyer contact Quintessa Homes seeking recommendations for third parties to perform certain touch ups within the Home, and if recommendations are given, Buyer understands and agrees that all such contracted work and payment will be coordinated directly between Buyer and such third party. Further, that work performed by the third party is wholly independent of Quintessa Homes, and Quintessa Homes does not warranty or monitor such work.

Buyer further understands that Quintessa Homes' warranty with regards to drainage from the rear of the Property or other areas in close proximity to the pool is voided with the construction of a pool and/or by adding or modifying existing soils in the rear and sides of the Home.

By initialing below, the undersigned, acknowledges that the above has been discussed and agree that Quintessa Homes will not be held responsible for such conditions.

Buyer's Initials: \_\_\_\_\_ & \_\_\_\_\_ Seller's Initials:  \_\_\_\_\_ Quintessa Homes © 12/4/2023

**BE INFORMED: QUINTESSA HOMES OF TEXAS, INC'S  
NOTICE REGARDING POSSIBLE SETTLEMENT OF THE HOME ATTACHMENT**

Quintessa Homes of Texas, INC once again thanks you for the purchase of your new home and wishes to provide you with additional information about possible conditions that it may experience after the closing. As with all houses, including new construction, settlement or subsidence is a possibility and is related to the environment including temperature (both within and outside the home).

Given a long enough timeline and even if the soil is well compacted, all houses eventually will settle.

Movement can be within the house (lumber swelling and shrinkage) or it can involve the entire house (settlement or some other force affecting the entire structure.)

The possible appearance of minor cracking in drywall, separation of trim and crown molding, and creaks in joints and floorboards, is common after a certain period of time. Such instances regarding drywall, trim and crown molding are generally cosmetic and do not necessarily relate to structural issues with the home. Most such issues can be addressed by caulk and paint. That being said, should you notice more severe due to settlement, subsidence or otherwise, please address the same in a timely matter including, but not limited to, contacting Maverick, formerly Centricity Builders Warranty Group, in relation to your limited warranty.

Such conditions may be typical especially due to the type of soil in the Houston area including, but not limited to, clay and other organic material (like tree stumps or limbs) which also degrade over time. Clay soil is subject to changes in expansion and contraction based on the amount of water found in it at any given time. Clay may expand when saturated. This may cause upheaval, the opposite of settling. When the clay dries, it may contract and sink, causing settling.

It is important for you to make sure that the moisture around your foundation remains constant and trees and foliage are not planted too close to the foundation to minimize the possible effects of settlement. Installing and periodically running a soaker hose around the perimeter of your home is advised.

Also, tree roots that grow close to a house's foundation can create cracks by searching for water beneath it. The roots can disrupt the soil compaction, leading to settlement. Tree roots also invite rainwater under the house, which may further disrupt the integrity of the soil.

**BE INFORMED: QUINTESSA HOMES OF TEXAS, INC'S  
NOTICE REGARDING AFTERMARKET AUDIO/VISUAL WAIVER**

Quintessa Homes of Texas, INC ("Quintessa Homes") has prewired the Property with low voltage wiring for audio/visual equipment including, but not limited to, cable boxes, through a specific distribution panel/junction box for use with the media room or otherwise. The type of audio/visual wiring is essentially "universal" meaning that it can be used by most any audio/visual systems on the market at the time the Property was built; however, no specific representation is made that any and all audio/visual systems could be used with the installed low voltage wiring. Quintessa Homes, subject to its Limited Warranty as outlined in Section 7.1 of the Addendum To Texas Real Estate Commission (TREC) New Home Contract, the manufacturer's warranty of the referenced low voltage wiring, and the limitations outlined in this Addendum, warrants the low voltage wiring to be free from defects in material, workmanship and defects in its installation, for a period of two (2) years from the original date of the installation or the closing date of the Property, whichever is later. The limited warranty referenced in this Addendum or the Contract relates specifically to the low voltage wiring installed in the Property by Quintessa Homes as part of the initial construction, and then only subject to the restrictions outlined herein. Quintessa Homes does not provide any warranties, of whatever type or nature, regarding any audio/visual equipment or other additional wiring, installed by one of Quintessa Homes' approved vendors or otherwise, as a part of the purchase of the Property or otherwise.


Quintessa Homes works with certain approved vendors who are familiar with Quintessa Homes' design and wiring to install desired audio/visual systems requested by buyers. Should you wish to have any such system(s) installed by as a part of your purchase of the Property, Quintessa Homes will work with you and/or place you with one of its approved vendors to install the desired audio/visual system(s) including equipment. The installation by a Quintessa Homes' approved contractor may occur before or after the purchase of the Property. That being said, you are welcome to determine when, if ever, and use whomever you choose to install any audio/visual equipment or additional wiring within the Property; however, many such companies, including but not limited to, cable companies (e.g. Comcast, AT&T, DISH Network, etc.), may not be familiar with how Quintessa Homes wires its homes including, but not limited to, the use of a central distribution panel/junction box. As such, using an unapproved aftermarket company, person, or cable provider to use, splice into, replace or otherwise modify the original wiring within the Property, by circumventing the central distribution panel/junction box or otherwise, may cause certain issues including, but not limited to, defects in the operation of audio/visual system(s) or issues with the low voltage wire's signal within the Property.

Any modification, additions, or splicing into the original low voltage wiring as installed by Quintessa Homes shall void any warranties provided by Quintessa Homes related to the low voltage wiring. In such cases, you agree that Quintessa Homes shall not be responsible for any such action or issue with audio/visual equipment or wiring that was used, modified or spliced by another party other than Quintessa Homes or its approved vendors prior to the closing of the Property. As such, you agree that you shall not seek to have Quintessa Homes address the audio/visual equipment or rewire the Property to correct any issue or perceived issue that may have been caused by an unapproved third party, or audio/visual equipment and/or additional wiring itself.

In cases where Quintessa Homes' limited warranty on the low voltage wiring is covered, Quintessa Homes and/or Maverick, as applicable, will, at their option, repair or replace the low voltage wiring with a new or refurbished product of the same or similar quality of that originally installed. Any applicable limited warranty provided by the manufacturer, Quintessa Homes and/or Maverick specifically excludes and does not cover items beyond the low voltage wiring including, but not limited to, consumable items such as lamps, filters, plasma panels and burn-ins, distribution panel/junction box, batteries, etc.; damage caused by misuse, abuse, accident, disaster, fire, flood, water, wind lightning, Acts of God; operator error, third party error or actions (e.g. cable, phone, internet companies, unauthorized audio/visual companies, etc.); and, items designed to fail in order to protect the equipment, such as power and/or lightning suppressors.

Unless otherwise agreed to in writing and signed by Quintessa Homes, you, through the applicable manufacturer or service company, will be solely responsible to bring any warranty matters related to audio/visual equipment, installation, or modified wiring directly to the applicable company. Quintessa Homes is not responsible for coordinating or communicating with any third party regarding such matters. Further, subject to the restrictions previously outlined herein, Quintessa Homes' aforementioned Limited Warranty specifically does not cover:

- Damage to low voltage wiring caused by anything other than defects in materials or workmanship;
- Damage to audio/visual components;
- Damage or defects caused by abnormal or unreasonable use (including unauthorized system modifications, repairs and specifically, alterations by a person or party other than Quintessa Homes or its authorized vendors);

Buyer's Initials: \_\_\_\_\_ & \_\_\_\_\_ Seller's Initials: 

**BE INFORMED: QUINTESSA HOMES OF TEXAS, INC'S  
NOTICE REGARDING AFTERMARKET AUDIO/VISUAL WAIVER (CONTINUED)**

- Damage or defects resulting from acts of nature, such as lightning or flood. (These items may be covered under your homeowner's or other insurance);
- Damage or defects resulting from accidents, misuse, abuse, neglect;
- Damage or defects resulting from improper installation, removal, or maintenance by a person or party other than Quintessa Homes or its authorized vendors;
- Any product, service or system not purchased through Quintessa Homes or its authorized vendors, and installed through Quintessa Homes or its authorized vendors;
- Any client education/ re-education;
- Any product that has had its serial number removed or altered;
- Handheld remote-control batteries;
- Projection lamps; and,
- Programming changes;

**Limitation on Damages**

QUINTESSA HOMES OR ITS AUTHORIZED VENDORS SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY ON THE AUDIO/VISUAL PRODUCTS IT OR ANY OTHER THIRD-PARTY INSTALLS INCLUDING THE LOW VOLTAGE WIRING THROUGHOUT THE PROPERTY. This provision is in addition to, and does not serve to limit, the limitations outlined in Section 9.1 of the Addendum to Texas Real Estate Commission (TREC) New Home Contract. Quintessa Homes' Limited Warranty referenced herein is null and void for any modifications to the low voltage wiring through the central distribution panel/junction box or otherwise, not installed through Quintessa Homes or its authorized audio/visual vendors.

Buyer's Initials: \_\_\_\_\_ & \_\_\_\_\_ Seller's Initials:  \_\_\_\_\_ Quintessa Homes © 12/4/2023

**BE INFORMED: QUINTESSA HOMES OF TEXAS, INC'S NOTICE REGARDING:  
DECK, BALCONY, GUTTER AND DRAIN MAINTENANCE**

Decks, balconies, gutters, and drains, like all other building components, require routine maintenance and inspection to ensure durable performance. Without proper maintenance, water may get in through holes and cracks in the membrane or joints that have separated, and produce leaks to the interior, damage to the wall assembly and rotting to the structure. Holes caused by sharp heels, table and chair legs, and damage produced by placement of heavy objects and careless use of tools; failing to inspect and maintain caulk around the perimeter of the balcony; and, failing to clear out gutters or drains may also increase the risk of water entry. Holes or punctures to a balcony and missing or cracked caulk must be repaired as soon as possible to avoid water entering the structure when it rains.

Owners of newly constructed homes should be aware their home may be more susceptible to some structural movement over the first eighteen months of operation, as moisture from the building materials (including wood) dries out and may cause the material to shrink or cause the balcony slope to change, and ponding (standing water) at the wall to occur. While these matters are often taken into account during the home's design and construction, some movement can still occur, potentially affecting the membrane. All these possible situations create a need for diligent inspection throughout the ownership of the home.

Guardrails and guardwalls are important safety features designed to prevent falls from balconies and decks. Guardrails can be constructed of a combination of wood, metal and glass. In inspecting guardrails take time to view where the guardrail may be fastened directly through the membrane to the horizontal surface of the balcony or deck, and the wall. Guardwalls may also be susceptible to leaks at corners and intersections with the exterior wall (saddles). These should be regularly inspected and maintained to reduce the likelihood of water penetration into the wall assembly or home.

Drains and gutters are important parts of a deck or balcony system that require regular maintenance. A critical yet easy maintenance item is to keep drains and gutters working properly by regularly cleaning balcony and deck floor surfaces to remove any dirt or debris, e.g. leaves and twigs. This will ensure that drains and gutters are free-flowing and do not clog. Proper functioning drains and gutters are especially important for decks and balconies with surfaces that slope to an internal floor drain connected to the building's storm drain or to a drain-pipe that is extended to discharge to the ground or landscaping below. It is also important to ensure that floor drains are not covered with objects such as rugs, plant pots or other items that will slow or stop water from flowing. Keeping deck and balcony surfaces clear of dirt and debris is also important for continuous "edge wrap" drainage systems. Located at the perimeter of the deck or balcony, these systems drain the water into a continuous gutter. It is important that these systems remain free-draining to avoid clogs and water over-flow situations.

There are a variety of soffits and vents associated with decks and balconies to provide for air circulation through enclosed spaces such as: soffit panels that cover the underside of balconies, round-shaped louver vents, strip vents, and mechanical exhaust vents from kitchens, bathrooms or clothes dryers. Weep holes, including those at ground level, related to the structure, also to provide for air circulation through enclosed spaces. All vents and weep holes should be inspected and cleaned of debris or dirt so that they continue to provide adequate ventilation and should never be covered.

It is recommended the condition of decks, balconies, railings, drains, gutters, weep holes, caulking and other related components should be inspected at least once a year two to detect and address any possible problems including structural movement of the home. Balcony and deck surfaces, including drains and gutters, should be cleaned at least twice a year (or as needed) to remove leaves and other debris and to prevent clogging and potential water build-up problems.

When cleaning a deck or balcony (including a membrane), use common household cleaners containing plastics, tile and concrete friendly ingredients. Never use solvents, alcohol, paint thinner or lacquer thinner to clean a membrane because these products may degrade vinyl and urethane membranes, and/or caulking. Refer to the cleaning manufacturer's literature to be assured the cleaning agents can be safely used related to the home's building materials.

Buyer's Initials: \_\_\_\_\_ & \_\_\_\_\_ Seller's Initials:  \_\_\_\_\_ Quintessa Homes © 12/4/2023

Contract Concerning:

8810 Carousel A | Houston, Texas 77080

EXECUTED the day of \_\_\_\_\_, \_\_\_\_\_ 20\_\_\_\_ (EFFECTIVE DATE).

BUYER:

CO-BUYER or SPOUSE:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_


AGREED TO AND ACCEPTED BY SELLER:

Quintessa Homes of Texas, Inc

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ 

Date: \_\_\_\_\_

Buyer's Initials: \_\_\_\_\_ & \_\_\_\_\_ Seller's Initials: \_\_\_\_\_ 

**IMPORTANT INFORMATION**

GF Number: 23006373

Enhanced Owner Insurance Coverage Availability

You may accept or reject the following enhanced coverages in your Residential Owner's Policy of Title Insurance by signing this form below in the appropriate space.

Amendment of Exception to Area and Boundaries \*\*\*SEE PARAGRAPH 6 A-8 OF THE EARNEST MONEY CONTRACT. THIS IS ALREADY ADDRESSED.

This coverage amends the standard survey exception to delete all words except "shortages in area." This coverage will insure you against loss, costs, attorney's fees and expenses resulting from discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements not shown on the survey. A satisfactory survey of the property is necessary to obtain this coverage and the Company may take exception to adverse matters shown on the survey.

The cost for this coverage is 5% of the Basic Rate title insurance premium for a Residential Owner's Policy, but in no event shall the premium be less than \$50.00. If you accept the enhanced coverage you authorize the Company to charge the applicable premium on your closing statement.

Sign below to either accept or reject the Area and Boundaries enhanced coverage in your Residential Owner's Policy.

ACCEPT:  \_\_\_\_\_ **\*\*DECLINED PER CONTRACT**

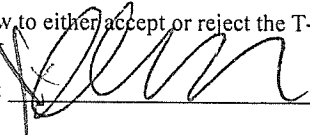
REJECT: \_\_\_\_\_

Restrictions, Encroachments, Minerals Endorsement (T-19.1)

This endorsement provides certain protections regarding restrictions, encroachments and minerals if underwriting guidelines are satisfied. These include coverage against: violations of enforceable restrictive covenants or building setback lines; encroachments of improvements (i) into easements, (ii) onto adjoining land or (iii) into the insured land; and damage to improvements (excluding lawns, shrubbery, or trees) resulting from the future exercise of any right to use the surface of the Land for the extraction or development of minerals, all as further described in the endorsement and subject to any express exception(s) in Schedule B of the policy.

The cost for this endorsement is 5% of the Basic Rate title insurance premium for a Residential Owner's Policy if the Amendment of Exception to Area and Boundaries is also purchased, but in no event shall the premium be less than \$50.00. If the Amendment of Exception to Area and Boundaries is not purchased, then the cost for this endorsement is 10% of the Basic Rate title insurance premium, but in to event shall the premium be less than \$50.00. If you accept the enhanced coverage you authorize the Company to charge the applicable premium on your closing statement.

Sign below to either accept or reject the T-19.1 enhanced coverage in your Residential Owner's Policy.

ACCEPT:  \_\_\_\_\_ **\*\*NOT MENTIONED IN CONTRACT**

REJECT: \_\_\_\_\_

If you choose to reject either or both of these enhanced coverages you must indicate your rejection by signing above and return this form to the Company before the date of closing. If rejecting coverage(s), failure to return this form before the date of closing may result in unnecessary delay.

The Company has the right to delete insuring provisions, take exception to adverse matters and/or decline to issue endorsements as applicable depending on the circumstances of the transaction.

For more information, please visit <http://www.oldrepublictitle.com/DFW/resources/primer/EOC.asp>