

REGISTRAR OF CONTRACTORS
OF
THE STATE OF ARIZONA

Thomas Gorr,

Case No. 2022-11882

COMPLAINANT,

v.

CWHD Contracting LLC
License No. ROC 336470,

CITATION

RESPONDENT.

The Registrar issues this Citation to CWHD Contracting LLC (“Respondent”) under A.R.S. § 32-1155(A). If Respondent fails to answer this Citation by **August 4, 2023**, then under A.R.S. § 32-1155(C), Respondent’s failure to answer may be deemed an admission of the act or acts charged in the underlying complaint, and the Registrar may then suspend or revoke Respondent’s license(s).

THE WRITTEN COMPLAINT

On December 28, 2022, Thomas Gorr (“Complainant”) filed a written complaint with the Registrar. A copy of that Complaint is attached to this Citation.

A FORMAL STATEMENT OF THE CHARGES AGAINST RESPONDENT

The Registrar investigated this matter and finds cause to charge Respondent with violation(s) of Title 32, Chapter 10 of the Arizona Revised Statutes. Respondent is charged with violating:

Charge :1 A.R.S. § 32-1154(A)(3) - R4-9-108(a)

Violation of any rule adopted by the Registrar; Namely A.A.C. R4-9-108(a): A contractor shall perform all work in a professional and workmanlike manner.

Charge :2 A.R.S. § 32-1154(A)(22)

Failure to take appropriate corrective action to comply with this chapter or with rules adopted pursuant to this chapter without valid justification within a reasonable period of time after receiving a written directive from the Registrar. The written directive shall set forth the time within which the contractor is to complete the remedial action. The time permitted for compliance shall not be less than fifteen days from the date of issuance of the directive. A license shall not be revoked or suspended nor shall any other penalty be imposed for a violation of this paragraph until after a hearing has been held.

If the matter proceeds to a hearing and the administrative law judge determines that any of the charges listed above are supported by a preponderance of the evidence, then Respondent's license(s) may be subject to suspension or revocation, and Respondent may be subject to other penalties provided by law, including civil penalties under A.R.S. §§ 32-1154(E) and (F).

FILING A WRITTEN ANSWER

Respondent must appear by filing with the Registrar a written answer to the citation and complaint showing cause, if any, why Respondent’s license(s) should not be suspended or revoked. A.R.S. § 32-1155(A). Respondent’s written answer should contain the heading “Written Answer to Citation and Complaint” and should include the case number, which is Case No. 2022-11882.

How to File a Written Answer: Respondent's written answer may be submitted in the following ways:

In-Person: 1700 W. Washington St., Ste. 105, Phoenix, Arizona, 85007-2812
Mail: P.O. Box 18244, Phoenix, Arizona, 85005-8244
Fax: (602) 364-0416
Email: answer@roc.az.gov

1 The Registrar's normal office hours are 8:00 a.m. to 5:00 p.m., Monday through Friday.
2 If Respondent submits a written answer by mail, it is not filed with the Registrar until the
3 Registrar actually receives it.

4 **Deadline for Filing a Written Answer:** Respondent must file a written answer with the
5 Registrar no later than **August 4, 2023**.

6 This deadline is calculated under A.R.S. §§ 32-1155(A) and (B), which provides a
7 deadline ten days after service of the Citation. Service of the Citation and Complaint is
8 complete five days after the Registrar mails a copy of the Citation and Complaint to
9 Respondent's latest address of record in the Registrar's office.

10 **Consequences for Failing to File a Written Answer:** If Respondent fails to answer,
11 Respondent's failure may be deemed an admission of the act or acts charged in the written
12 complaint. A.R.S. § 32-1155(C). The Registrar may then suspend or revoke Respondent's
13 license(s).

14 **THE ADMINISTRATIVE HEARING**

15 If Respondent files a timely written answer contesting any charges in the Complaint,
16 then the Registrar will request the Office of Administrative Hearings set a date for an
17 administrative hearing and will notify all the parties at least 30 days before that hearing. A.R.S.
18 § 41-1092.05(D).

19 **INVESTIGATOR'S APPEARANCE AS A WITNESS**

20 The Registrar's assigned investigator will appear as a witness at the hearing. If either
21 party demands the attendance at the hearing of any other person, that party must obtain and
22 serve a subpoena in compliance with the rules and processes established by the Office of
23 Administrative Hearings.

24 **RESPONDENT'S RIGHT TO REQUEST** 25 **AN INFORMAL SETTLEMENT CONFERENCE**

26 Under A.R.S. § 41-1092.06, if Respondent submits a request to the Registrar for an

1 informal settlement conference, the Registrar must hold a conference within 15 days after
2 receiving the request. Respondent's request for an informal settlement conference must be in
3 writing and must be filed no later than 20 days before the administrative hearing. A.R.S. § 41-
4 1092.06(A).

5 The Registrar will not close or settle any case without both parties' appearance at the
6 Settlement Conference. The parties participating in the settlement conference must have the
7 authority to settle the case and must waive their right to object to the participation of the
8 Registrar's settlement conference representative in the final administrative decision. A.R.S.
9 § 41-1092.06(B).

10 Any statements, either written or oral, made by the parties at the conference, including a
11 written document, created or expressed solely for the purpose of settlement negotiations, are
12 inadmissible in the administrative hearing. A.R.S. § 41-1092.06(B).

13 **RESPONDENT'S PRIOR RECORD**

14 Under A.A.C. R4-9-117, in determining the appropriate discipline, the administrative
15 law judge and the Registrar may consider not only facts in the current case, but also facts in
16 prior cases and any documents regarding Respondent on file with the Registrar. Respondent's
17 prior disciplinary record and current license(s) status may be considered as a mitigating or
18 aggravating factor in determining the appropriate discipline.

19 **EVIDENTIARY DISCLAIMER**

20 By issuing this Citation, the Registrar is directing Respondent to file a written answer to
21 the Citation and Complaint, showing cause, if any, why Respondent's license(s) should not be
22 suspended or revoked. A.R.S. § 32-1155(A). This Citation does **not** constitute proof that any
23 charge or allegation in Complainant's written complaint is in fact true. This Citation does **not**
24 constitute proof that Respondent violated any statutory provision or rule adopted by the
25 Registrar.
26

1 Dated July 20, 2023.

2
3 By: /s/ Shaquira Adebule
4 Shaquira Adebule
5 Legal Assistant II
Legal Department
Arizona Registrar of Contractors

6 COPY of the foregoing mailed by Certified Mail,
7 Return Receipt Requested, July 20, 2023 to:

8 **Respondent**

Certified Mail No: 9489009000276392306290

9 CWHD Contracting LLC
10 2915 E Baseline Rd Ste 124
11 Gilbert, AZ 85234

12 Copy mailed by USPS First Class mail this same date to:

13 **Respondent**

14 CWHD Contracting LLC
15 2915 E Baseline Rd Ste 124
Gilbert, AZ 85234

16 **Respondent's Attorney**

17 Jeffrey D. Harris, Esq.
18 8355 East Hartford Drive, Suite 200
Scottsdale, AZ 85255

19 **Complainant**

20 Thomas Gorr
21 9646 E. Ripple Dr.
Mesa, AZ 85212

22 **Complainant's Attorney**

23 Andy Rahtz, Esq.
24 2916 N. 7th Avenue
25 Phoenix, AZ 85013
26

1 Copy sent electronically this same date to:
2 Respondent at email address on record with the Registrar
3 Respondent's Attorney at email address of record with Registrar
4 Complainant at email address on record with the Registrar
5 Complainant's Attorney at email address of record with Registrar
6 Case No. 2022-11882 / SA
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

Mediation Notice

Mediation Services	Mediation services are available to the parties.
What is Mediation?	Mediation is a method of resolving disputes where the parties can end conflict without the expense and time associated with the full administrative process.
Who Participates in Mediation?	<p>During mediation, a mediator will attempt to help the parties find an optimal solution to the conflict.</p> <p>Both parties must agree to participate in mediation, and both parties must bring a representative to mediation that has full authority to settle the entire matter.</p>
Mediation Is Not Mandatory	Neither the Registrar nor the Office of Administrative Hearings will penalize a party for not agreeing to mediation.
Where do the Parties Meet for Mediation?	<p>The parties will meet at the Office of Administrative Hearings to participate in mediation.</p> <p>The Office of Administrative Hearings is located at 1740 W Adams St., Lower Level, Phoenix, Arizona 85007.</p>
When does Mediation Occur?	Mediation can occur after the Registrar issues a citation, but before the administrative hearing.
Why Should Parties Consider Mediation?	Mediation can be an alternative to the full administrative process. Mediation is beneficial because it is (1) time-efficient, (2) cost-effective, (3) confidential, and (4) capable of providing flexible solutions to complex problems.
How to Request Mediation	<p>If the parties wish to mediate this case, they must file a Joint Request for Mediation with the Office of Administrative Hearings.</p> <p>A Joint Request for Mediation is included with this Mediation Notice.</p>

1 REGISTRAR OF CONTRACTORS
2 OF
3 THE STATE OF ARIZONA

4 _____
5 COMPLAINANT,

6 v.

7 _____
8 RESPONDENT.

Case No. _____

JOINT REQUEST FOR MEDIATION

9
10 **REQUEST**

11 The parties jointly request that this matter be referred to mediation in the Office of
12 Administrative Hearings (OAH).

- 13 ☐ This matter is set for hearing on _____(date).
14 ☐ This matter is not currently set for hearing.

MEDIATION AGREEMENT

15 By requesting this mediation and signing below, the parties understand, represent, and
16 agree:

- 17 1. The parties are prepared to commence mediation and will be ready for mediation on
18 _____(date);
19 2. The parties will participate in the mediation process in good faith;
20 3. This request for mediation is not intended to hinder or delay administrative
21 proceedings;
22 4. No party will contend that the mediation limits the power of OAH and its
23 administrative law judges to conduct an administrative hearing and issue decisions
24 under A.R.S. §§ 41-1092 – 1092.12;
25 5. The parties will be courteous and respectful throughout the mediation process to all
26 participants;
6. The mediation is completely voluntary and the principal purpose is to allow the
parties a full and fair opportunity to discuss settlement;

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

- 7. The mediator may conduct joint and separate meetings with the parties and may suggest resolutions to the parties’ dispute, but the mediator has no authority to impose a settlement upon the parties;
- 8. The mediation process is confidential. Communications made, material created for or used during, and acts occurring during mediation are confidential and may not be discovered or admitted into evidence in any proceeding except as provided by A.R.S. § 12-2238;
- 9. The mediator is not subject to service of process or a subpoena to produce evidence or to testify regarding any evidence or occurrence relating to the mediation except as provided in A.R.S. § 12-2238(C);
- 10. Neither the mediator, nor the Registrar of Contractors, nor the Office of Administrative Hearings is subject to civil liability for any act or omission in connection with any mediation service or activity except for acts involving intentional misconduct or reckless disregard of a substantial risk of injury to the rights of others;
- 11. Throughout the mediation process, each party must have a representative present who will have full settlement authority to settle all claims at issue in the administrative proceeding.
- 12. The mediation process will terminate when:
 - a. The parties reach settlement;
 - b. The mediator determines that further efforts at mediation are no longer likely to achieve a settlement; or
 - c. One of the parties withdraws from mediation.

_____	_____
Complainant (or representative)	Date
_____	_____
Respondent (or representative)	Date



ARIZONA REGISTRAR OF CONTRACTORS



Douglas A. Ducey, Governor

Jeff Fleetham, Director

**Form
RC-Lg-701A**

REQUEST TO CLOSE CASE

Instructions

Complete this form to request that the Registrar close a case where the Registrar previously issued a citation. Before the Registrar issues an order closing a case that resulted in citation, **both parties** must agree to the closure. After consideration, the Registrar may approve the request.

If both parties do not demonstrate their willingness for the Registrar to issue an Order of Closing by completing this form, then the matter will continue to proceed to administrative resolution. This means that, if not already done so:

The Respondent will be required to:

1. Submit a written answer as directed by the Citation and required under A.R.S. § 32-1155(A).
 - Failure to timely submit an answer may result in the admission of the allegations contained within the citation. A.R.S. § 32-1155(B); and
2. Request a settlement conference under A.R.S. §41-1092.06, if desired.

The Complainant will be required to establish, before the administrative law judge, the merits of their claim.

A. CASE INFORMATION

1. Case Number	2. Complainant	3. Respondent
----------------	----------------	---------------

B. PARTIES ACKNOWLEDGMENT & SIGNATURE

Complainant acknowledges that by signing and submitting this Request to Close Case, if the Registrar grants this request:

1. The Registrar may decline to reopen this case; and
2. Complainant's future remedies, if any, may be limited to another forum.

Respondent acknowledges that by signing and submitting this Request to Close Case, if the Registrar grants this request:

1. Respondent's license record will have a "Closed Case" designation associated with this case; and
2. This case will appear on the Respondent's public license record available through the Registrar of Contractors' website as a "Resolved/Settled/Withdrawn" case for a period of seven years.

_____ Complainant's Name	_____ Complainant's Signature	_____ Date
_____ Respondent's Name	_____ Respondent's Signature	_____ Date

Licensed Complaint Form

For Current or Suspended Licensees



Departmental Use Only

Person Filing Complaint			
Full Name (First Middle Last)		Business Name (if a licensed contractor or supplier)	
Thomas Gorr			
Mailing Address (Enter jobsite in Contract/Project section)		City	State
9646 E. Ripple Dr.		Mesa	Arizona
Phone Number	Email	Zip	
630-267-5896	tomgorr3@gmail.com	85212	
I consent to receive communications electronically in connection with this case			
Name of Attorney (if any)			
Andy Rahtz			
Street Address of Attorney		City	State
2916 N. 7th Ave.		Phoenix	Arizona
Phone Number of Attorney	Email of Attorney	Zip	
6022774441	arahtz@plattwestby.com	85013	
Contractor Information			
Name (as shown on contract/invoice)		ROC License Number(s)	
CWHHD Contracting LLC		ROC 336470	
Street Address		City	State
2915 E Baseline Rd Ste 124		Gilbert	AZ
Phone Number	Email	Zip	
6025262322	jarom@capitalwesthomes.com	85234	
Name of Person(s) Representing License			
Jarom Homer			
Contract/Project Information			
Contract Date		Contract Amount	Amount Paid
February 1, 2022		\$826,258.00	\$82,625,800.00
Date Work Started		Date Work Stopped	Date Work Was Completed
October 11, 2021		August 31, 2022	August 31, 2022
Close of Escrow (New Home)		Move-In Date (New-Home)	
August 31, 2022		August 31, 2022	
Jobsite Street Address		City	State
9646 E. Ripple Dr.		Mesa	AZ
Name of Construction Site Owner		Construction Site Name (if applicable)	
		Tower Park / Eastmark	
Phone Number of Construction Site Owner		Email of Construction Site Owner	
This complaint is for		Poor Work	
I have contacted the contractor by		Phone/Text;Email	
Have you filed a complaint in court?		No	

Licensed Complaint Form

For Current or Suspended Licensees



Departmental Use Only

Has any work been corrected?	Yes Builder and subcontractor / material supplier
The contract was	Written
All change orders were	Written
This project was	Residential
This project involved	New Home
A building permit was obtained by	Contractor 21-13312 Maricopa
List and briefly describe each complaint item (Please do not write "see attached" or use additional pages unless necessary to further describe issues or list more complaint items) (limited to 100 characters per line)	
<p>Possible structural (issues) causing water intrusion from outside, grout cracking, garage ceiling blowout, and stucco cracking. Shows as overhang at front of home now very different in depth from left to right and drooping toward an inside corner, and wall appearing to be severely out of plumb.</p> <p>Interior trim with multiple issues vs ROC guidelines / requirements.</p> <p>Interior doors binding and not square in frames / lacking required margins and not painted all 6 sides.</p> <p>Interior drywall / paint repairs visible and wrong sheen used.</p> <p>Tile grout cracking in kitchen and MBR despite previous repairs, wrong color grout used for repairs, caulking used in place of grout to repair is cracking.</p> <p>Missing cabinet doors (bathroom) / incorrect style doors / poor touchups / repairs to same, self-closing hinges and drawer slides on some cabinets but not others (kitchen), damage, incorrect crown installed. Have since learned that cabinet manufacturer closed operations in Sept. 2022 meaning matching replacements cannot be obtained.</p> <p>Garage to house door binding (2 attempts to repair resulted in damaged hinges and cracked frame) and not square in frame.</p> <p>Vanity tops have excessive damage from new and attempts to repair have damaged them further. Sink in MBR top has crack cast in from new visible in bowl.</p> <p>Backyard shows excessive standing water after moderate rain while adjacent homes do not.</p> <p>Water intrusion after moderate rain at master bedroom, downstairs bedroom, and dining room.</p> <p>Replacement of glass (scratched internally from new) in 3 windows/patio doors resulted in IG units coming loose from frames and damaged trim (retainers) while 1 IG unit (new) has silicone "wad" showing between glass at eye level.</p> <p>Garage floods at doors with moderate rain.</p> <p>Garage doors repaired twice and remain crooked in frames with 2 car unit showing an obvious droop or bend in center when open.</p> <p>Front door paint now bubbling on all horiz. details after several repaints to correct builder damage prior to close. Same door not square in opening.</p> <p>Vanity cabinets (2 adjacent in MBR) at different heights due to LH side being installed before tiling complete and RH being installed after and on top of tile.</p> <p>LL bedroom and bath will not cool to below 83 degrees if outside temps are above 85 or so. Upper level bedroom also very cold during heating season.</p> <p>Stucco very thin and showing cracking again after several attempted repairs with approx. 1.5" x 5" "hole" open in bump out at master bath. Second pop out (added after exterior painting was complete when it was noted as "missing" by us) is showing cracking at inside corners and joints between old and new work.</p> <p>No caulk used between stucco and siding (inside corner joints) and stucco has separated leaving water entry points. Some exterior trim showing bowing and possible water damage (possibly water entry point for intrusion issues mentioned previously).</p> <p>Roof tiles shifting and several cracked (noted by roofer sent to investigate water intrusion).</p> <p>Roof vents not secured and flashing coming up.</p>	

Signature

I declare under penalty of perjury that the information and documents contained on this Complaint Form, included with this complaint, or hereafter submitted in support of this complaint are true and accurate to the best of my knowledge. I will assist in the investigation or in the prosecution of the contractor or other parties, and will, if necessary, attend hearings and testify to facts.

Printed Name	Signature	Date
--------------	-----------	------

Licensed Complaint Form
For Current or Suspended Licensees



Departmental Use Only

Thomas Gorr		
-------------	--	--

at the request of Pioneer Title Agency, Inc.

When recorded mail to

Thomas M. Gorr

Sarah E. Gorr

9646 E. Ripple Drive

Mesa, AZ 85212

76511569-SBM

76

Ga

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars, and other valuable considerations,

Capital West Homes E45 LLC, an Arizona Limited Liability Company

hereafter called the Grantor, hereby conveys to

Thomas M. Gorr and Sarah E. Gorr, Husband and Wife

the following real property situated in Maricopa County, Arizona, together with all rights and privileges appurtenant thereto, to wit:


See Exhibit A attached hereto and made a part hereof.

Subject to current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record.

And the Grantor binds itself and its successors to warrant the title as against its acts and none other, subject to the matters above set forth.

DATED August 15, 2022

**Capital West Homes E45 LLC, an Arizona
Limited Liability Company**



Todd Tucker, Manager

State of Arizona }
 }
 } ss.
 County of Maricopa }

The foregoing instrument was acknowledged before me this 17th day of August, 2022, by Todd Tucker, as Manager of Capital West Homes E45 LLC, an Arizona Limited Liability Company.



Stacy B
 NOTARY PUBLIC

My commission expires: Aug 24 2022

THIS NOTARY CERTIFICATE IS TO BE ATTACHED TO: Special Warranty Deed

Date of Document: August 15, 2022 / Consisting of 2 pages

Parties to Document:

Thomas M. Gorr and Sarah E. Gorr

Capital West Homes E45 LLC, an Arizona Limited Liability Company

Unofficial Document

Exhibit A

Lot 152, EASTMARK DU 3/4 NORTH PHASE 2 AND 3, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 1462 of maps, page 42 and Affidavits of Correction recorded in Document No. 2020-217424 and in Document No. 2022-108797.

Unofficial Document

76511569-SBM

**ACCEPTANCE OF COMMUNITY PROPERTY
WITH RIGHT OF SURVIVORSHIP
(Deed)**

Thomas M. Gorr and Sarah E. Gorr, Husband and Wife, each being first duly sworn upon oath each for himself or herself and jointly but not one for the other deposes and says:

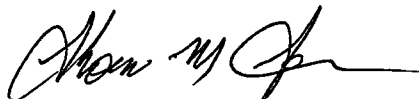
THAT I am one of the Grantees named in that certain Deed attached hereto and which is dated August 15, 2022 and executed by Capital West Homes E45 LLC, an Arizona Limited Liability Company, as Grantors, to Thomas M. Gorr and Sarah E. Gorr, Husband and Wife, as Grantees, and which conveys certain premises described as:

See Exhibit A attached hereto and made a part hereof.

to the Grantees named therein, not as Tenants in Common nor as a Community Property Estate nor as Joint Tenants with Right of Survivorship, but as Community Property with Right of Survivorship.

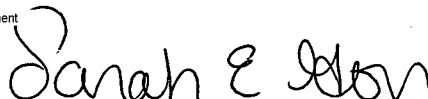
THAT each of us individually and jointly as Grantees hereby assert and affirm that it is our intention to accept said conveyance as Community Property with Right of Survivorship and to acquire any interest we may have in said premises under the terms of said Deed as Community Property with Right of Survivorship.

DATED: August 15, 2022



Thomas M. Gorr

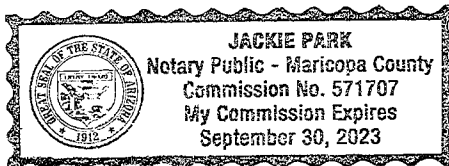
Unofficial Document



Sarah E. Gorr

State of Arizona }
 } ss.
County of Maricopa }

The foregoing instrument was acknowledged before me this 29 day of August, 2022, by Thomas M. Gorr and Sarah E. Gorr.



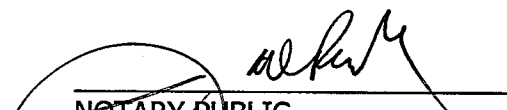

NOTARY PUBLIC
My commission expires: 09-30-2023

Exhibit A

Lot 152, EASTMARK DU 3/4 NORTH PHASE 2 AND 3, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 1462 of maps, page 42 and Affidavits of Correction recorded in Document No. 2020-217424 and in Document No. 2022-108797.

Unofficial Document

1. 13'-0" FROM REAR BACK OF CURB TO LIVING AREA, OR SIDE ENTRY GARAGE 18'-0" FROM BACK OF SIDEWALK TO FACE OF GARAGE DOOR.
2. LOT MINIMUM WIDTH WILL BE ESTABLISHED AT 13'-0" FROM BACK OF CURB.
3. SETBACK FOR UPPER LEVELS IS 15'-0" FROM REAR BACK OF CURB.
4. SETBACK FOR LOWER LEVELS IS 15'-0" FROM REAR BACK OF CURB FOR UTILITY APPURTENANCE TO BE ESTABLISHED CONSIDERING ON DRY UTILITY DESIGN. SRP TRANSFORMERS TO BE LOCATED BETWEEN DRIVEWAYS ONLY.
5. NO GARAGE ENTRY FROM SIDE STREET.

1. 13'-0" FROM R/L BACK OF CURB TO LIVING AREA, OR SIDE ENTRY GARAGE 10'-0" FROM BACK OF SIDEWALK TO FACE OF GARAGE DOOR.
2. LOT MINIMUM WIDTH WILL BE ESTABLISHED AT 13'-0" FROM BACK OF CURB.
3. SETBACK FOR UPPER LEVELS IS 11'-0" FROM R/W
4. SW & RD EASEMENT, CENTERED ON LOT LINE FOR UTILITY APPURTENANCE TO BE ESTABLISHED BASED ON CRY UTILITY DESIGN. SRP TRANSFORMERS TO BE LOCATED BETWEEN DRIVEWAY ONLY.

- PROVIDE MINIMUM 2' OFFSET BETWEEN CURB/RAIN FENCES BETWEEN ADJACENT LOT.
- THERE SHALL BE MATCH STUCCO, PAINT AND CAP OF LOT PER APPROVED ELEVATION STYLE.
- TYPICAL STREET TREES TO BE PLACED 30'-40' ON CENTER, PROTECTED AGAINST DAMAGE DURING CONSTRUCTION.
- STREET TREES NOT TO BLOCK PUE NOTCH.
- DRIVEWAYS WIDER THAN 16' MUST HAVE ENHANCED PAVING MATERIAL.
- 12" DIAMETER ARCHCULDS AND PVC SLEEVES TO BE PROVIDED UNDER DRIVEWAY FOR IRRIGATION PER COMMUNITY STANDARD DETAIL.



By DWAL at 1:57 pm, Aug 12, 2021

1ST FLR. LIV.	1,462
2ND FLR. LIV.	1,693
GARAGE	700
4-CAR BAY	198
COVERED PORCH	49
COVERED PATIO	186
TOTAL FOOTPRINT	2,595
LOT AREA	8,235
LOT COV. %	32%
MAX. LOT COV. %	60%

DIVWAY & SIDEWALK: 542
BLOCK FENCE L.F.: 228LF

ALL OPTIONS TO BE INSTALLED ON THIS PLAN
ARE AS FOLLOWS:

- 8000 GARAGE DOOR PASS THROUGH GLASS
- 4-CAR TANDEM BAY
- FLEX SPACE #1
- POWDER BATH

[illegible]

ALL DIMENSIONS, LOCATIONS AND FEATURES SHOWN ON THIS PLOT PLAN ARE APPROXIMATE AND ARE ONLY AN ARTIST'S
RENDITION. EXACT LOCATION OF ALL FEATURES ARE SUBJECT TO CHANGE AND MAY NOT BE INSTALLED EXACTLY AS SHOWN
ON PLANS AND/OR IN MODELS. PLACEMENT OF HOME, DRIVEWAY, SIDEWALKS AND EXTERIOR FEATURES ARE SUBJECT TO
MODIFICATION AS DEEMED NECESSARY BY FIELD PERSONNEL.

SCALE: 1" = 20'



CAPITAL WEST HOMES

COMMUNITY: EASTMARK
LOT #: 152
ADDRESS: 9646 E. RIPPLE DR.
PLAN #: 3000-B
SCHEME: 7
APN: 312-16-152
DATE: 08.02.21



31 South Robison, Suite 100, Mesa, AZ 85201 Ph. 480.644.9314

Eagle Roofing:
Bel Air, 4884 Alameda Blend

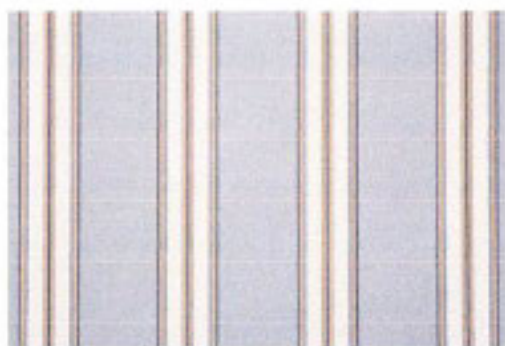


Fascia, Siding & Entry Door:
SW7510 Chateau Brown

Upper / Main Body:
SW7511 Bungalow Beige

In Process

Lower Body, Popouts / Trim
& Garage:
SW2855 Sycamore Tan



If Applicable: Sunbrella Awning Stripes: 4768 Preston Stone



Coronado Stone: 3" Splifface Limestone, Walnut

ColorVision

Colors shown are as accurate as possible. Finished appearance may vary slightly due to surface texture, method of lighting and sheen of the paint, size and shape of the area to be painted and coordinating colors nearby. **Important!** If exact shades and matches are crucial, small test samples should be applied to the surface to be painted, allowed to dry thoroughly and adjustments made if necessary.

PRE-QUALIFICATION FORMDocument updated
February 2017**ARIZONA**
Association of
REALTORS®

REAL SOLUTIONS. REALTOR® SUGGESTS.

The pre-printed portion of this form has been drafted by the Arizona Association of REALTORS®. Any change in the pre-printed language of this form must be made in a prominent manner. No representations are made as to the legal validity, adequacy and/or effects of any provision, including tax consequences thereof. If you desire legal, tax or other professional advice, please consult your attorney, tax advisor or professional consultant.



Your actual rate, payment, and costs could be higher. Get an official Loan Estimate before choosing a loan.

PRE-QUALIFICATION INFORMATION

1. **Purpose:** This Pre-Qualification Form is to be used in conjunction with an AAR Residential Resale Real Estate Purchase Contract or
2. Vacant Land/Lot Purchase Contract ("Contract").
3. ☐ Buyer **HAS NOT** consulted with a lender. (If Buyer marks the box on line 3, Buyer is to complete only lines 4 and 5.)
4. PRINT BUYER'S NAME _____ PRINT BUYER'S NAME _____
5. * BUYER'S SIGNATURE _____ MO/DAY/YR * BUYER'S SIGNATURE _____ MO/DAY/YR _____
6. ☒ Lender indicated on lines 36 and 37 has consulted with Thomas & Sarah Gorr ("Buyer") and submits the following:
7. **Buyer is:** ☒ Married ☐ Unmarried ☐ Legally Separated
8. **Buyer:** ☒ is ☐ is not relying on the sale or lease of a property to qualify for this loan.
9. **Buyer:** ☐ is ☒ is not relying on Seller Concessions for Buyer's loan costs, impounds, Title/Escrow Company costs, recording fees, and, if applicable, VA loan costs not permitted to be paid by Buyer. (Note: The amount Seller agrees to contribute, if any, shall be established in the Contract.)
10. **Buyer:** ☐ is ☒ is not relying on down payment assistance to qualify for this loan.
11. **Type of Loan:** ☒ Conventional ☐ FHA ☐ VA ☐ USDA ☐ Other: _____
12. **Occupancy Type:** ☒ Primary ☐ Secondary ☐ Non-Owner Occupied
13. **Property Type:** ☒ Single Family Residence ☐ Condominium ☒ Planned Unit Development ☐ Manufactured Home
14. ☐ Mobile Home ☐ Vacant Land/Lot ☐ Other: _____
15. YES NO N/A
16. ☐ ☐ ☒ Lender provided Buyer with the HUD form "For Your Protection: Get a Home Inspection" (FHA loans only).
17. ☐ ☐ ☒ Lender completed a verbal discussion with Buyer including a discussion of income, assets and debts.
18. ☒ ☐ ☐ Lender obtained a Tri-Merged Residential Credit Report.
19. **Based on the information provided, Buyer can pre-qualify for a loan amount of:** \$366,000, assuming a monthly principal and interest loan payment of \$ 1,695, provided that the total monthly payment (which includes principal, interest, mortgage insurance, property taxes, insurance, HOA fees, and flood insurance, if applicable) **does not exceed:** \$ 2,315
20. **Interest rate not to exceed:** Market rate %, ☒ Fixed Interest Rate ☐ Adjustable Interest Rate ☐ Pre-Payment Penalty
21. **Initial Documentation Received:** Lender received the following information from Buyer (additional documentation may be requested):
22. YES NO N/A
23. ☒ ☐ ☐ Paystubs
24. ☒ ☐ ☐ W-2s
25. ☐ ☐ ☒ Personal Tax Returns
26. ☐ ☐ ☒ Corporate Tax Returns
27. ☐ ☐ ☐ Down Payment/Reserves Documentation
28. ☐ ☐ ☒ Gift Documentation
29. ☐ ☐ ☐ Credit/Liability Documentation
30. ☐ ☐ ☐ Other: _____
31. Additional comments: Estimate based off \$816,000.
32. Buyer has instructed, and Lender agrees to provide loan status updates on the AAR Loan Status Update form to Seller and Broker(s) within ten (10) days of Contract acceptance pursuant to Section 2c of the Contract and upon request thereafter.
- LENDER INFORMATION**
33. The lender identified below has prepared the information listed above with Buyer(s) and has completed the above action points noted. This information does not constitute loan approval. All information provided must be approved by an underwriter, and any material change in Buyer's credit or financial profile will render this pre-qualification null and void.
34. The above pre-qualification expires on: 5/31/2022
35. DATE
36. **Lender:** Signature Home Loans MB0922514 1007154
37. COMPANY ARIZONA LICENSE # NMLS #
Colleen Cutler 0919879 852437
38. LOAN OFFICER ARIZONA LICENSE # NMLS #
1599 E Orangewood Ave #200 Phoenix AZ 85020
39. ADDRESS CITY STATE ZIP
colleen@signatureaz.com 602-248-4200 602-906-1048
40. EMAIL PHONE FAX
Colleen Cutler 2/1/2022
41. * LOAN OFFICER'S SIGNATURE _____ MO/DAY/YR * BUYER'S SIGNATURE _____ MO/DAY/YR _____
42. **Buyer acknowledges receipt of a copy hereof and grants permission to Broker to submit this Pre-Qualification Form with Contract.**
43. * BUYER'S SIGNATURE _____ MO/DAY/YR * BUYER'S SIGNATURE _____ MO/DAY/YR _____



Hi Michelle,

Here is the appliance package for spec lot 152:

In Process

Whirlpool Slide-In Gas Upgrade #2 **ILO Base (refrigerator, laundry NOT included)**

WP 30" GAS SI SC RANGE: WEG515S0FS	1	\$ 1,140
WP1.9CF OTR MICROWAVE SS: WMH32519HZ	1	
WP 24' UC FI DISHWASHER: WDT730PAHZ	1	

Thank you!



**CAPITAL WEST
HOMES**

REALTOR-CLIENT REGISTRATION



Denise Doherty

REALTOR®/Luxury Home Specialist

Arizona Properties

D [REDACTED]
O 480-473-4900

www.DeniseSellsAZHomes.com
8852 E Pinnacle Peak Rd Suite J4
Scottsdale, AZ 85255



BERKSHIRE HATHAWAY
HomeServices

© 2014 A member of the Berkshire Hathaway Financial Institutions, LLC

THANK YOU for bringing your client to Capital West Homes. By registering, you establish your agency relationship. This registration applies only to the community in which you are registered. It does not apply to any other Capital West Homes community.

In order to avoid any misunderstandings, we will honor your representation of the buyer for thirty (30) days from the date of registration with the following exceptions:

1. Your representation of the buyer will not be honored if the buyer(s) have visited the model homes prior to your registration. We require that you accompany your client on their initial visit and register them. We will not honor drive-by agency or your sending clients to the model homes with instructions to tell our sales associates "you're working with me."
2. Agency will not be established if the clients have already been registered in this community by another Real Estate Agent in the past thirty (30) days.

If your client purchases any home in the community in which you have registered them within thirty (30) days, and successfully closes escrow, your Broker will receive a full commission within five (5) days of the close of escrow. Our commission rate is [2.00%] of the adjusted purchase price per the Commission Agreement signed by the Seller's Agent. Commissions will be forwarded from the Title Company to the Broker's address listed below.

This document in no way creates agency between the "Seller" and the Broker and/or Realtor listed below. The Broker and/or Realtor listed below is an agent of the Buyer(s). Said Broker and/or Realtor have no authority to make any agreements, representations, or concessions on behalf of the "Seller." Said Broker and/or Realtor are aware that the selling agent exclusively represents the "Seller."

PLEASE COMPLETE THE FOLLOWING INFORMATION IN DETAIL so that commission may be paid in an expedient manner.

Community: **TOWER PARK at EASTMARK**

Realtor's Name:

Real Estate Company:

Realtor's Phone Number:

Realtor's Email:

A W9 IS REQUIRED BEFORE ANY PAYMENTS SHALL BE ISSUED

Realtor

Date:

Buyer

Date:

Buyer

Date:

Capital West Homes Agent

Date:

capitalwesthomes.com

2915 E Baseline Rd, Ste 124, Gilbert, AZ 85234

support@capitalwesthomes.com

602.526.2322

Tower Park at Eastmark lot 152 – Initial Spec Selections



Cabinets



Cabinet Hardware



Bath Faucets



Kitchen Faucet

Tower Park at Eastmark lot 152 – Spec Selections



Cabinets



Cabinet
Hardware



Kitchen Backsplash



Kitchen & Laundry Quartz



Laundry Floor Tile



Master Shower
Tile Surround



Master and Bath 3 Floor Tile



Main Floor Tile



Carpet

Residence 4

EASTMARK
Lot 152
3000 B
Scheme 7



First Floor



In the continuing effort to improve our homes, builder reserves the right to modify the interior and exterior design, specifications, locations, sizes, design features and prices of the homes. Modifications may vary by home and are subject to change without notice. All dimensions and square footages are approximate and can vary in production. No representations of any type are made by this floor plan. Colors shown are approximate representation of actual materials and are not intended to be an exact color match. Renderings are for conceptual purposes only. Subject to errors, omissions, and changes without notice. Please consult our sales representative for details. © 2020 Capital West Homes.

capitalwesthomes.com

Residence 4

EASTMARK
Lot 152
3000 B
Scheme 7



Add FLEX SPACE #1 (SUPER LOFT)



Second Floor



In the continuing effort to improve our homes, builder reserves the right to modify the interior and exterior design, specifications, locations, sizes, design features and prices of the homes. Modifications may vary by home and are subject to change without notice. All dimensions and square footages are approximate and can vary in production. No representations of any type are made by this floor plan. Colors shown are approximate representation of actual materials and are not intended to be an exact color match. Renderings are for conceptual purposes only. Subject to errors, omissions, and changes without notice. Please consult our sales

capitalwesthomes.com

Residence 4



Exteriors



In the continuing effort to improve our homes, builder reserves the right to modify the interior and exterior design, specifications, locations, sizes, design features and prices of the homes. Modifications may vary by home and are subject to change without notice. All dimensions and square footages are approximate and can vary.

capitalwesthomes.com



Sales Contract

Residential Design Services
4900 E. Hunter Ave. Anaheim, CA 92807
Phone: 714.701.4200 Fax: 714.701.4400

Contract #: JB068004.222848

Printed Date: 12/20/2021

Finalized Date: 12/20/2021

Buyer Information

Lot Information

SPEC

Builder: CAPITAL WEST HOMES
Community: CWH TPE
Plan: 3000, Lot #: 0152, Phase: 1
Lot Address: 9646 E. Ripple Dr Mesa AZ,85212

Designer: Kelli Stieg

Flooring Selections

Product Code	Selection Detail		Sale Price
Carpet	Areas:	BED 2 CLOSET, BED 2, BED 3 CLOSET, BED 3, BED 4, MASTER BEDROOM, MASTER CLOSET, OPT#5 SUPER LOFT/HALL, STAIRS	7242
	Product:	STEP BY STEP/P / FILEDCREST \ 6001	
	Pad:	3/8" 8LB EMERALD	
Tile	Areas:	BATH 3, MASTER BATH	2548
	Product:	HISTORIC PRESERVE 12X24 / TUSCAN CHARCOAL \ HP08	
	Direction:	Staggered / Front to Back	
	Thumbnail:	1/3 Running Staggered (Stair Step Installation)	
	Spec. Instr:	Mapei #107 Iron	
Tile	Areas:	BATH 2, BED 4 HALL, DINING ROOM, ENTRY, EXTENDED ENTRY, EXTENDED KITCHEN/DINING, GREAT ROOM, HALL CLOSET, KITCHEN, OPT#1 PANTRY, OPT#1 POWDER ROOM	9132
	Product:	VICINITY 6X36 / HONEY \ VC03	
	Direction:	Staggered / Front to Back	
	Thumbnail:	1/3 Running Staggered (Stair Step Installation)	
Tile	Areas:	LAUNDRY ROOM	974
	Product:	MEMOIR 12X12 / JEWEL BLACK \ ME27	
	Direction:	Straight / Straight	
	Thumbnail:	Straight	
	Spec. Instr:	Mapei #77 Frost	

Totals

Total Purchase 19896

Less Deposit Paid 0

Balance Due 19896

Contract Notes

Initials: *


RESIDENTIAL
DESIGN SERVICES

Color Diagram

Scenario: Default

Residential Design Services•4900 E. Hunter Ave. Anaheim, CA 92807•Phone: 714.701.4200 Fax: 714.701.4400

Homebuyer Information
Lot Information

SPEC

 Builder: CAPITAL WEST HOMES
 Community: CWH TPE
 Plan: 3000, Lot #: 0152, Phase: 1
 Lot Address: 9646 E. Ripple Dr Mesa AZ,85212

Designer: Kelli Stieg

DIAGRAM

IMPORTANT NOTE: See thumbnail pictures shown on attached pages for further detail regarding pattern and direction of hard surface areas.

TOWER PARK @ EASTMARK

PLAN 3000



MAIN FLOOR

n Process


RESIDENTIAL
 DESIGN SERVICES

Color Diagram

Scenario: Default

Residential Design Services • 4900 E. Hunter Ave. Anaheim, CA 92807 • Phone: 714.701.4200 Fax: 714.701.4400

Homebuyer Information	Lot Information
SPEC	Builder: CAPITAL WEST HOMES Community: CWH TPE Plan: 3000, Lot #: 0152, Phase: 1 Lot Address: 9646 E. Ripple Dr Mesa AZ,85212
Designer: Kelli Stieg	

TOWER PARK @ EASTMARK

PLAN 3000



2ND FLOOR

In Process


RESIDENTIAL
 DESIGN SERVICES

Color Diagram

Scenario: Default

Residential Design Services • 4900 E. Hunter Ave. Anaheim, CA 92807 • Phone: 714.701.4200 Fax: 714.701.4400

Homebuyer Information	Lot Information
SPEC	Builder: CAPITAL WEST HOMES Community: CWH TPE Plan: 3000, Lot #: 0152, Phase: 1 Lot Address: 9646 E. Ripple Dr Mesa AZ,85212
Designer: Kelli Stieg	

TOWER PARK @ EASTMARK

PLAN 3000



OPT #1 POWDER ROOM



OPT#2 DEN ILO COURTYARD



OPT#3 STOP & DROP AT ALT ENTRANCE

In Process



RESIDENTIAL
DESIGN SERVICES

Color Diagram

Scenario: Default

Residential Design Services • 4900 E. Hunter Ave. Anaheim, CA 92807 • Phone: 714.701.4200 Fax: 714.701.4400

Homebuyer Information

SPEC

Designer: Kelli Stieg

Lot Information

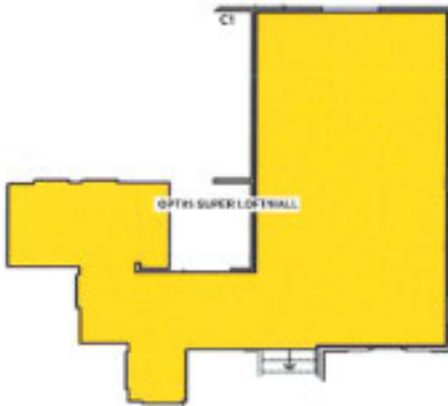
Builder: CAPITAL WEST HOMES
Community: CWH TPE
Plan: 3000, Lot #: 0152, Phase: 1
Lot Address: 9646 E. Ripple Dr Mesa AZ,85212

TOWER PARK @ EASTMARK

PLAN 3000



OPT #4 TUB ILO LINEN CLOSET



OPT#5 SUPER LOFT

In Process


RESIDENTIAL
 DESIGN SERVICES

Color Diagram

Scenario: Default

Residential Design Services • 4900 E. Hunter Ave. Anaheim, CA 92807 • Phone: 714.701.4200 Fax: 714.701.4400

Homebuyer Information
Lot Information

SPEC

 Builder: CAPITAL WEST HOMES
 Community: CWH TPE
 Plan: 3000, Lot #: 0152, Phase: 1
 Lot Address: 9646 E. Ripple Dr Mesa AZ,85212

Designer: Kelli Stieg

SELECTIONS

Product Code	Product Name/Color	Areas
Carpet (C1)	STEP BY STEP/P/FILEDCREST \ 6001	BED 2 CLOSET, BED 2, BED 3 CLOSET, BED 3, BED 4, MASTER BEDROOM, MASTER CLOSET, OPT#5 SUPER LOFT/HALL, STAIRS
Tile_Stone (T1)	VICINITY 6X36/HONEY \ VC03	BATH 2, BED 4 HALL, DINING ROOM, ENTRY, EXTENDED ENTRY, EXTENDED KITCHEN/DINING, GREAT ROOM, HALL CLOSET, KITCHEN, OPT#1 PANTRY, OPT#1 POWDER ROOM
Direction:	Staggered/Front to Back	
Thumbnail:	<p>1/3 Running Pattern</p> <p>* 1/2" Offset not available in tile Plank Installations</p>	1/3 Running Staggered (Stair Step Installation)
Tile_Stone (T2)	HISTORIC PRESERVE 12X24/TUSCAN CHARCOAL \ HP08	BATH 3, MASTER BATH
Direction:	Staggered/Front to Back	
Thumbnail:	<p>1/3 Running Pattern</p> <p>* 1/2" Offset not available in tile Plank Installations</p>	1/3 Running Staggered (Stair Step Installation)
Special Instructions:	Mapei #107 Iron	
Tile_Stone (T3)	MEMOIR 12X12/JEWEL BLACK \ ME27	LAUNDRY ROOM
Direction:	Straight/Straight	
Thumbnail:	<p>Straight Set</p>	Straight
Special Instructions:	Mapei #77 Frost	
SIGNATURE		



Community: EASTMARK

Lot #: 152

Buyer: SPEC

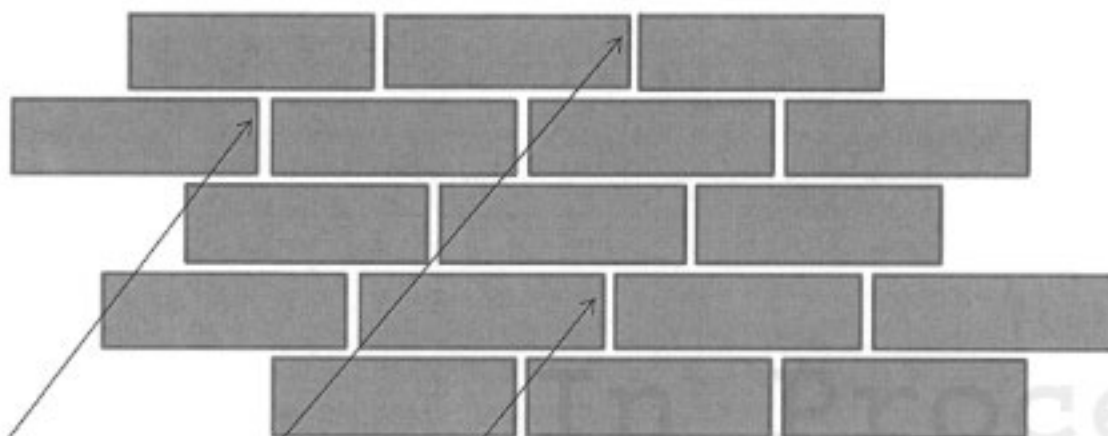
Designer: Kelli Stieg

TILE INSTALLATION DISCLAIMER

1/3 OFFSET - 1/3 RUNNING STAGGERED (STAIR STEP INSTALLATION)

This will be the installation method used for your home in all areas specifying 1/3 off set.

Tile is installed at a 33% offset with proper grout joint width of apprx 3/16" to prevent the appearance of lippage with linear tile or stone installs. This is not to clarify size or dimensions of tile it is to clarify install method only.



THESE GROUT LINES WILL NOT LINE UP EVERY OTHER ROW BUT WILL LINE UP AT SOME POINT IN THE INSTALLATION APPROXIMATELY EVERY THIRD ROW

I, the homebuyer on the Community/Lot# above understand each and every item discussed above.

Buyer X

Date _____

Buyer X

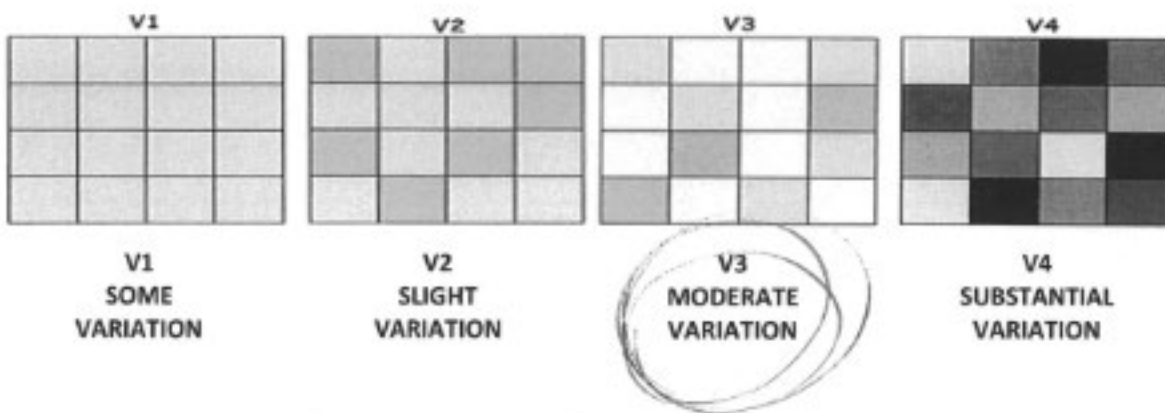
Date _____



Tile/Stone Variation Disclaimer

Buyer SPEC
 Builder CAPITAL WEST
 Plan # 3000

Designer Kelli Stieg
 Community EASTMARK
 Lot # 152



Shade variation is inherent in all hard surface products including porcelain, glass and ceramic. Shade and texture will vary significantly from piece to piece to within production runs. V1 shade variation has little change from piece to piece where a V4 will have a large variety of color and/or texture changes.

No claims for shade or texture variation will be honored after installation.

Please note shades of color are seen differently on computer monitors and/or in pictures.

I, the homebuyer on the Community/Lot# above understand each and every item discussed above.

Buyer X

Date X

Buyer X

Date X



Ceramic Tile/Porcelain Disclaimer/Glass/Mosaics

Buyer SPEC
 Builder CAPITAL WEST
 Plan # 3000

Designer Kelli Stieg
 Community EASTMARK
 Lot # 152

Tile is not indestructible. Cracking or chipping is possible. Take proper precautions when moving heavy objects across your tile floor. Do not use any vinegar or bleach based cleaning products. These types of products can eat away at the grout and discolor the tile.

Tile is made from natural materials. Special clays, rock and flint are mixed together pressed into shape and kiln fired at high temperatures. The resulting products are glazed and decorated or remain unglazed. Since tile is manufactured the selections of colors, styles and sizes are endless.

Due to the nature of manufacturing tile, each individual "dye lot" may vary from existing samples. Some tile is also made to emulate the look of natural stone and are intentionally designed to display color variations.

Glass mosaics, glass products, stone mosaics, stone products, tile/porcelain products, tile/porcelain mosaics will show chips, irregular edges and rough edges. This is due to the manufacturing and installation process. Chips and irregular edges are due to cutting of the material and in most cases unavoidable. **This is particularly present in glass products more than any other products.**

Note that different styles of tile exhibit different gloss levels or surface textures as the composition of the glaze varies. For example, a tile with a high gloss finish and smooth surface can be slippery when wet or dry. When choosing flooring for areas that are used when wet such as a shower or bathroom floor, it is important to choose tiles that have low water absorption and good slip resistance. Your design consultant can recommend products that will best suit your needs.

Grout Color:

Grout colors vary from sample to sample and because it is mixed onsite for installation, may vary from the colors in the samples as well. A slight discoloration in grout is very common. Grout may darken over time in areas with heavy water use subsequently any repairs or grout touch-ups will vary from the original product color. Once the tile is laid and grouted, it is your responsibility to maintain caulked areas and minimize heavy water use when cleaning to prevent damage. **Pet claws can cause excessive wear on the grout and is not covered by the warranty.** Sealing your grout will void your grout warranty.

Grout Width:

The installer determines exact grout joint widths at time of installation based on size, calibration, edge type and/or thickness of the product. The typical width for ceramic is **3/16"**. Pillow edged tiles or stones are set wider due to the nature of the product. Decos grout width may vary from the field tile.

I, the homebuyer on the Community/Lot# above understand each and every item discussed above.

Buyer X

Date X

Buyer X

Date X



Carpet & Carpet Pad Disclaimer

Buyer	<u>SPEC</u>	Designer	<u>Kelli Stieg</u>
Builder	<u>CAPITAL WEST</u>	Community	<u>EASTMARK</u>
Plan #	<u>3000</u>	Lot #	<u>152</u>

Seams

Carpet seams will be made using the best practices of the trade. Most carpet and individual room configuration manufactured today is produced in 12 foot widths and requires seaming. The size of each roll will affect seam layout. Seams are likely to show and can be expected. Results will vary with different carpet textures, density and light situations. Some seams may show peaking characteristics. Time and normal traffic will help to alleviate this situation. Carpet "fuzzing" is normal and could occur up to 1 year.

As carpet bends over stairs backing may show depending on the carpet density, texture and color. Please be advised that some carpets styles like elegant Saxony will show footprints especially in high traffic areas.

Looped, Patterned and Low-Profile Carpet

These carpets are durable and unique; however homebuyers should be aware that seams in looped, patterned and low-profile carpet will be visible and their prominence will vary depending on specific textures, colors lighting and peaking. Loops may snag and get caught in the vacuum. Do not cut loops; have it done by design company to avoid voiding your warranty.

Stain protection

You'll often find products with different stain protection levels and warranties available that will help you guard your your carpet against stains; however it's important to understand what is covered in your specific carpet's warranty as they do vary. I acknowledge and understand that the stain release treatments are topically applied to some carpets and the effectiveness will decrease with vacuuming and carpet cleaning. Stain release treatments do not guarantee against or protect against all staining or soiling of the carpet.

Carpet cushion is sold by quality specifications and the color has no relation from the sample you see to the pad being installed in your home. Color difference will not affect performance. Upgrading your carpet cushion will enhance the longevity and comfort of your carpet.

I, the homebuyer on the Community/Lot# above understand each and every item discussed above.

Buyer x Date x

Buyer x Date x


RESIDENTIAL
DESIGN SERVICES

Sales Contract

Contract #: JB068004.204484

Printed Date: 10/4/2021

Finalized Date: 10/4/2021

Buyer Information

SPEC

Designer: Kelli Stieg

Lot Information

Builder: CAPITAL WEST HOMES
Community: CWH TPE
Plan: 3000, Lot #: 0152, Phase: I
Lot Address: 9646 E. Ripple Dr Mesa AZ,85212

Additional Selections

Category	Selection Detail	Sale Price
Cabinets	Simple SO Paint White	9308

Totals

Total Purchase	9308
Less Deposit Paid	0
Balance Due	9308

Contract Notes

In Process

Initials: "



7350 N. Dobson Rd, Ste 112, Scottsdale, AZ 85250

Buyer Name:	Spec	Designer:	Kelli Stieg
Buyer Phone:		Community:	Tower Park at Eastmark
Buyer Email:		Lot Number:	152
Plan:	3000	Date:	10/4/2021

	Product Code	Type	Size	Hardware Color	Location	#
Hardware #1	BP55276BBR	PULL	96	BLACK BRONZE	Doors and Drawers	337
Hardware #2						

QTY	Grouping	Door Style	Finish
1	2nd Upgrade	Simple SO Maple	Paint see below

QTY	Structural
-----	------------

1	Laundry Base	Sales
1	Butler Pantry Base Cabinets	Sales

QTY	A-La-Carte
-----	------------

2	Raised Vanity (Per Bath)	\$ 200
1	Boxed in Refer	\$ 500
1	Trash Roll Out	\$ 350

QTY	Options
-----	---------

1	42 Uppers	\$ 431
1	Hardware Level 1	\$ 886
1	Upgraded Crown	\$ 247
1	Paint (HDF)	\$ 1,560

SELEC

3" Shaker
Paint White

Total: \$ 9,308

Signature: _____

Date: _____

In Process

CAPITAL WEST
PLAN 3000
OPT 42 UPPERS
W/ 4 CAR GARAGE

CWH TPE 0152
SIMPLE SO PAINTED WHITE

PARTS LIST:

5 - SMCOVECROWN8
1 - BOP-BC34-15
9 - TK96-L
12 - SC
2 - 1 X 2
8 - 1/2 X 1/2

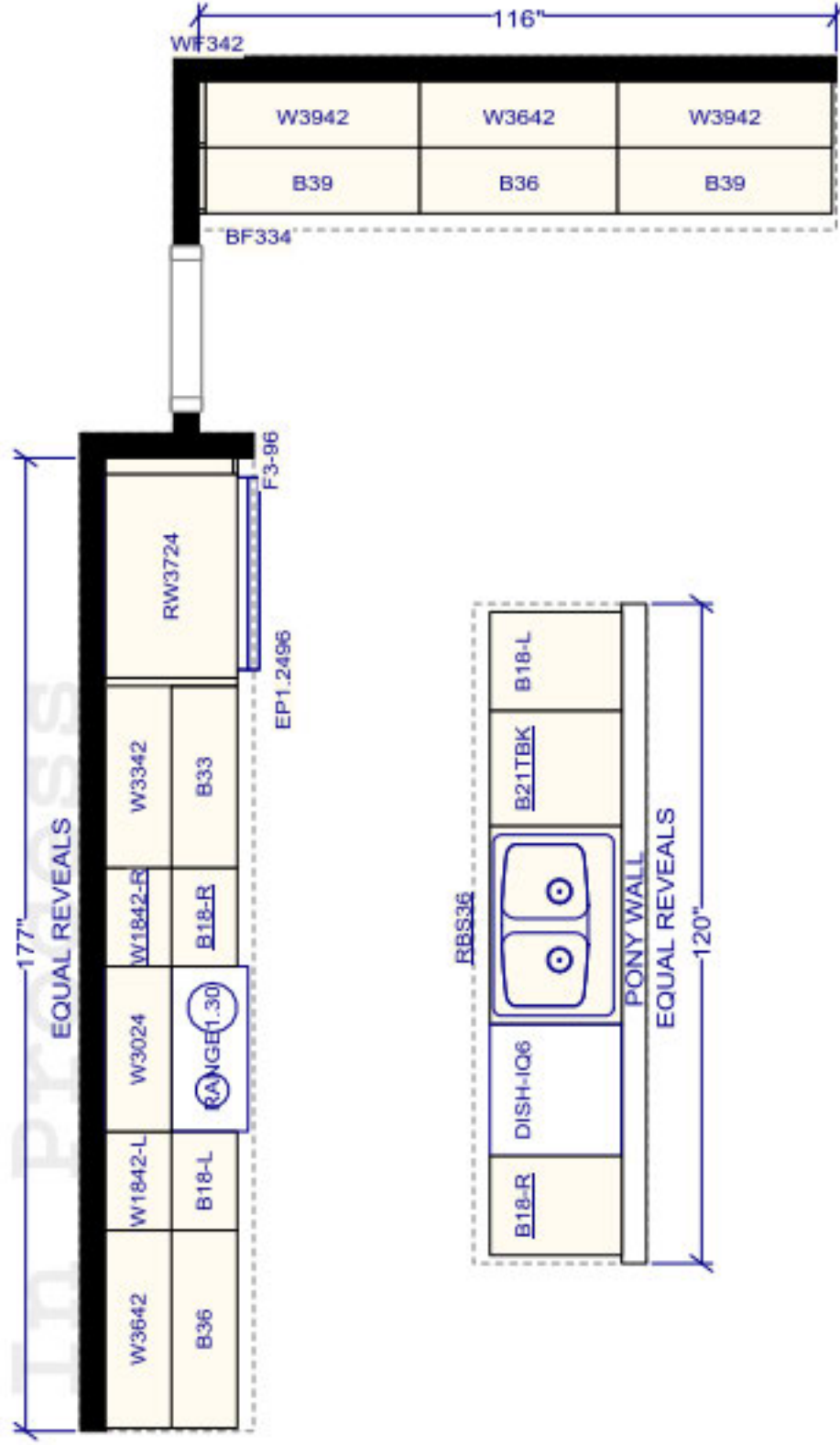
HARDWARE

80 - BP26201G10

BOX COUNT:

33 - CABS
3 - SET @ 96"
2 - PANEL
2.5 - FILLERS
5 - CROWN

45.5 - BOXES



All dimensions, size designations given are subject to verification on job site and adjustment to fit job conditions. (to)



Customer Sign Off:

. X
. X
. X

Designed: 9/20/2021
Printed: 10/27/2021

CWH TPE 0152 PLAN 3000.kit

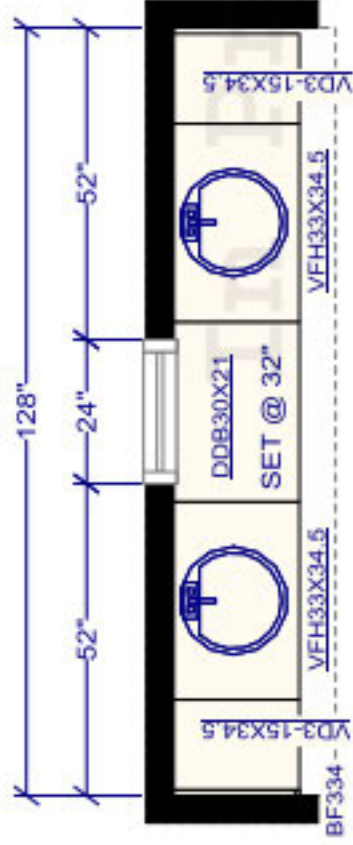
All

Drawing #: 1

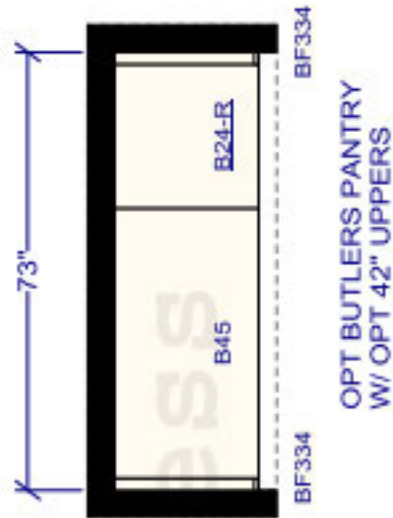
Scale : 0 3/8" 1'

BUILD UP AT BATHS

CAPITAL WEST
PLAN 3000
STANDARD BACKEND

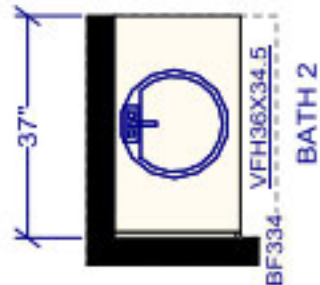


OWNERS BATH (UPSTAIRS)

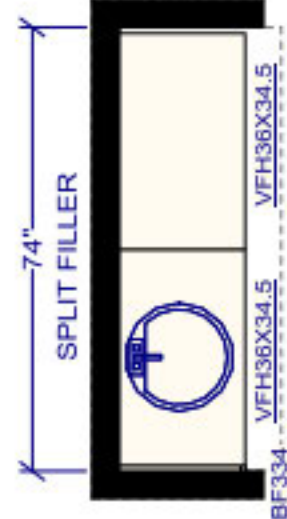


OPT BUTLER'S PANTRY
W/ OPT 42" UPPERS

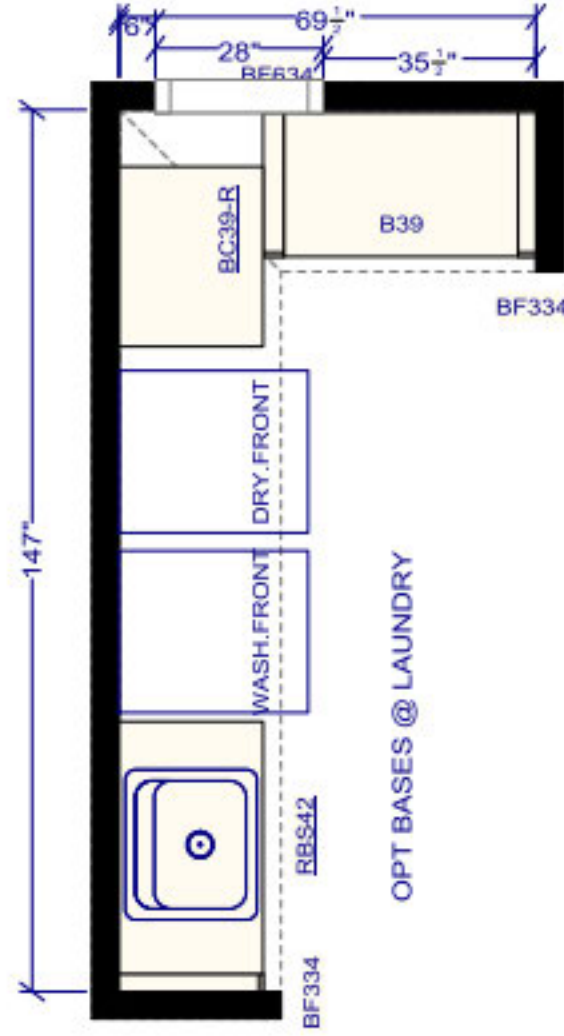
BUILD UP AT BATHS



BATH 2



BATH 3 (UPSTAIRS)



OPT BASES @ LAUNDRY

All dimensions, size designations given are subject to verification on job site and adjustment to fit job conditions. (to)



Customer Sign Off:

. X
. X
. X

Designed: 9/20/2021
Printed: 10/27/2021



Cabinet Crown Molding Options

Buyer SPEC
 Builder CAPITAL WEST
 Plan # 3000

Designer Kelli Stieg
 Community EASTMARK
 Lot # 152

Crown Molding Options

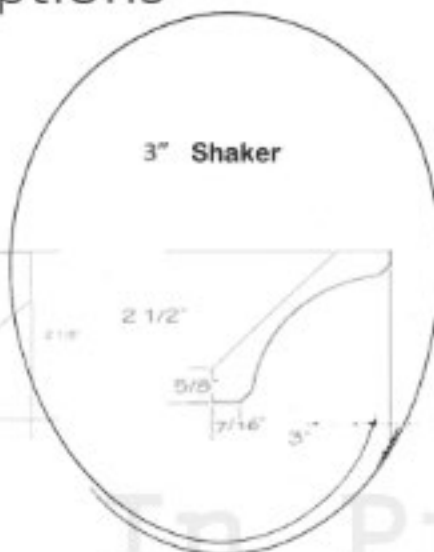
2" Traditional



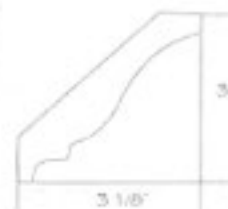
2" Shaker



3" Shaker



3" Traditional



In Process

Buyer X _____ Date X _____

Buyer X _____ Date X _____



Cabinet Hardware Installation

Buyer SPEC
 Builder CAPITAL WEST
 Plan # 3000

Designer Kelli Stieg
 Community EASTMARK
 Lot # 152

Doors: #337 PULL or KNOB

Drawers: #337 PULL or KNOB

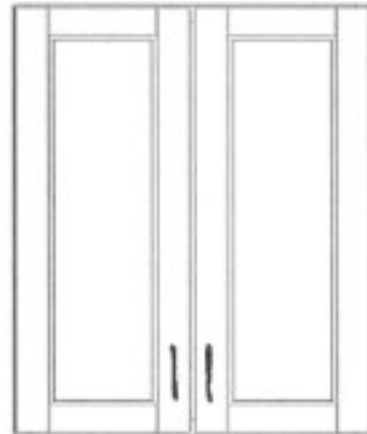
Corresponding Knob*: #341
 *To be used only if needed

*If you select a cabinet with a 5 piece drawer front you must select a corresponding knob should the pull be too large to fit. It is up to Greencraft Interiors' discretion to install the selected corresponding knob if needed.

Any pull larger than 7" wide will receive one pull in center of the cabinet.

Note: All Single Drawers that are 30"-36" wide will receive (2) knobs or pulls unless noted.

Special Instructions



I/We, the homebuyer(s) on the Community/Lot# above understand each and every item discussed above.

Buyer X

Date X

Buyer X

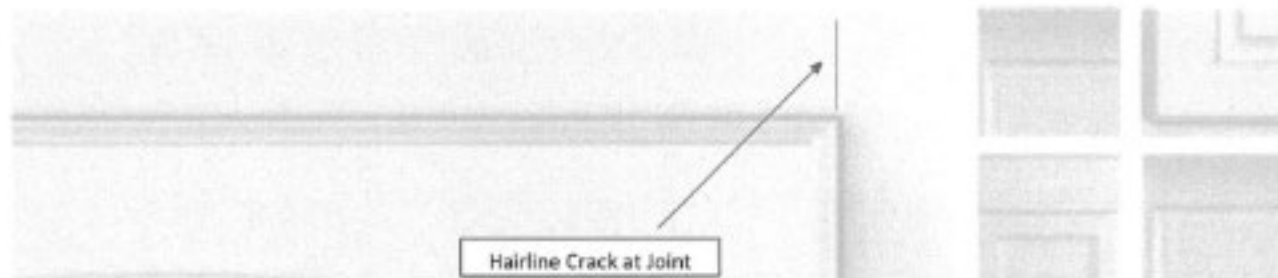
Date X



Painted Cabinet Disclaimer

Buyer SPEC
 Builder CAPITAL WEST
 Plan # 3000

Designer Kelli Stieg
 Community EASTMARK
 Lot # 152



Painted products have certain inherent characteristics that must be expected when purchasing

Small hairline cracks may appear where the wood joints occur in both door and drawer fronts.
 Where two cabinets are installed next to each other a dark shadowing line will be more visible on lighter paints.

Depending on the door style and paint color some grain patterns of wood may be apparent through painted finishes.
 Lighter painted finishes should be expected to show a slight color change over time.

The characteristics listed above are inherent to painted cabinets and will not be considered defective.
 By signing this waiver you acknowledge and understand what is to be expected.

I, the homebuyer on the Community/Lot# above understand each and every item discussed.

Buyer **X** _____

Date **X** _____

Buyer **X** _____

Date **X** _____



Cabinet Butt Door Disclaimer

Buyer SPEC
 Builder CAPITAL WEST
 Plan # 3000

Designer Kelli Stieg
 Community EASTMARK
 Lot # 152

Cabinets in your Kitchen

Your kitchen has been designed with a variation of cabinets sizes to accommodate different wall lengths, designer options, kitchen specifications and appliance locations. The base, wall, and vanity cabinets will range from 9" to 48" wide. Cabinets that are 24-36" wide will have butt doors (exceptions is a 36" base and 2-top drawers). Cabinets wider than 36" will have non-butt doors.

****Standard Overlay or Full Overlay Door Styles do not affect whether you will have butt doors or not****

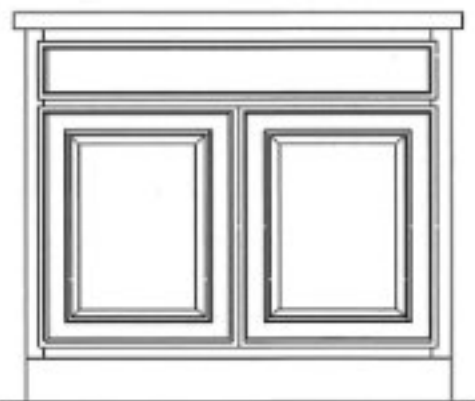
What can you expect with a butt door?

Butt doors are two cabinet doors covering a single opening. There will be a small reveal between the two doors. This arrangement allows the homeowner to have more standing space, making it easier to store large objects and allows more access to the entire cabinet. The cabinet WILL NOT have a vertical strip (center stile) of hardwood/mullion attached to the face frame.

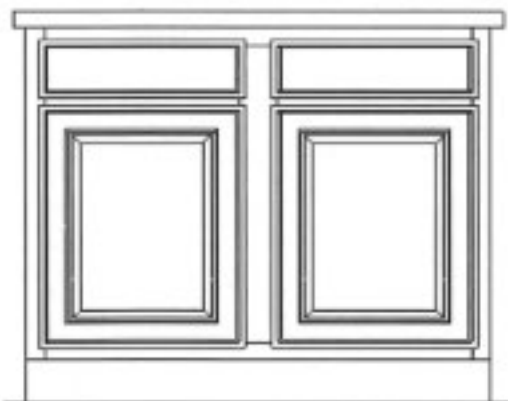
What can you expect with non-butt doors?

Because your kitchen has been designed with a variation of cabinets, some could be larger than 36". If your cabinets are larger than 36" you will have a center stile on those cabinets. The doors on these larger cabinets will not be butt doors and you will see the center stile between the doors.

BUTT DOOR



NON-BUTT DOOR



I/We, the homebuyer(s) on the Community/Lot# above understand each and every item discussed above.

Buyer **X** _____

Date **X** _____

Buyer **X** _____

Date **X** _____


RESIDENTIAL
 DESIGN SERVICES

 Residential Design Services
 4900 E. Hunter Ave. Anaheim, CA 92807
 Phone: 714.701.4200 Fax: 714.701.4400

Sales Contract

Contract #: JB068004.222838

Printed Date: 12/20/2021

Finalized Date: 12/20/2021

Buyer Information

SPEC

Designer: Kelli Stieg

Lot Information

 Builder: CAPITAL WEST HOMES
 Community: CWH TPE
 Plan: 3000, Lot #: 0152, Phase: 1
 Lot Address: 9646 E. Ripple Dr Mesa AZ,85212

Counter/Wall Selections

Area/Design Code	Selection Detail	Sale Price
Various Areas		9435
Products:	Quartz counter tops: Bianco - eased edge	
Special Instructions:	Quartz counter tops: Bianco - eased edge	
Std Splash/Wall:		

Totals

Total Purchase	9435
Less Deposit Paid	0
Balance Due	9435

Contract Notes

In Process

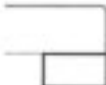
Initials: *

Capital West
GRANITE BUYER PRICING

Buyer Name: _____ Spec _____
Community: _____ Tower Park at Eastmark _____
Designer: _____ Kelli Stieg _____

Lot: _____ 152 _____
Plan: _____ 3000 _____
Date: _____ 12/20/2021 _____

Location	Group	Color Selections	Manufacturer	Cost
Kitchen	Group 4	Biancone	AZT QUARTZ	\$ 5,606
Opt Butlers	Group 4	Biancone	AZT QUARTZ	\$ 1,079
Opt Laundry (L-Shape)	Group 4	Biancone	AZT QUARTZ	\$ 1,813

Edge Detail		Base 2CM Lam Eased Only	Material	\$ 8,498
2CM Lam Eased		Upgrades 2CM Laminated	Edge	\$ -
		Eased Edge Included	Sinks	\$ 938
			TOTAL	\$ 9,435

FILL OUT PER AREA		Kitchen Type	Range Type
AREA SPLASH	Kitchen	Standard	Slide-In Range
	<input type="checkbox"/> 4" Splash <input checked="" type="checkbox"/> Tile Splash		
AREA SPLASH	Opt Butlers	Kitchen	1
	<input checked="" type="checkbox"/> 4" Splash <input type="checkbox"/> Tile Splash	Master	2
AREA SPLASH	Opt Laundry (L-Shape)	Bath 2	1
	<input checked="" type="checkbox"/> 4" Splash <input type="checkbox"/> Tile Splash	Bath 3	1
AREA SPLASH	0	Bath 4	
	<input type="checkbox"/> 4" Splash <input type="checkbox"/> Tile Splash	Bath 5	
AREA SPLASH	0		
	<input type="checkbox"/> 4" Splash <input type="checkbox"/> Tile Splash		
AREA SPLASH	0		
	<input type="checkbox"/> 4" Splash <input type="checkbox"/> Tile Splash		

2nd Kitchen Sink	Vanity Sink	Laundry Sink	Butler Sink	Veggie Sink
No Selection	No Selection	SM2318 - Undermount Bar Sink Stainless (needs moved to bar sink area)	No Selection	No Selection
				

Natural Stone Disclaimer

All granite countertops are made from natural stone that have been quarried from mountains all over the world. As a natural product, they are prone to variations in color, pattern, and density that actually add to the beauty and charm of the material. Naturally occurring color variations, veining, surface pitting, and fissures are characteristics of all varieties of stone. Natural stone requires continuous resealing over its lifetime. Fill, polish, and texture may differ on individual slabs. Seam placement is at the discretion of the fabricator and will vary from home to home depending on overall slab size, material, integrity, and waste minimization.

Buyer Signature: _____

Date: _____



Buyer	SPEC	Builder	CAPITAL WEST
Phone	0	Community	EASTMARK
E-Mail	0	Lot	152
		Plan	3000

Disclaimer for Quartz

Quartz is a product of mixed resin with pieces of quartz material. Unlike granite, quartz solid surface countertops do not require a sealer. Each piece of quartz is unique in color, shading and pattern variations. While quartz products are uniform in color, please be aware that the quartz countertop installed in your home may vary from the sample in our Design Center. Also, be aware some quartz products can fade or change in color over time when exposed to the areas of direct sunlight.

Although your quartz products require no sealer you still need to take precautions and wipe up spills immediately. To maintain your quartz properly, **DO NOT:**

- 1) Spill oil without cleaning up immediately.
- 2) Leave any acids, such as orange, grapefruit or tomato juice, etc. for long periods of time without cleaning it off of the surface because acid will etch and/or stain the finish.
- 3) Scratch the surface with diamond products or anything that's very abrasive.
- 4) Use any harsh chemicals to clean your quartz.
- 5) Heat exposure from hot pans, plates, etc.

The location of the seams necessary to complete the installation of the granite will be determined by the fabricator. Seams may vary from the seam locations shown on the countertops in our model homes and in our Design Studio. Seams are often determined by the size and shape of your slab and by the layout of your countertops. The scrap or excess material created during fabrication is not re-useable nor is it available for use in other applications.

THE SIZE OF QUARTZ PRODUCTS ARE TYPICALLY MUCH SMALLER THAN GRANITE SLABS. THIS WILL LEAD TO ADDITIONAL SEAMS, PARTICULARLY AT ISLANDS THAT ARE NOT COMMON WITH GRANITE INSTALLATIONS

Homebuyer hereby agrees that the builders fabrication company will select the quartz slab/slabs for the homebuyer (homebuyer will not be selecting the slab/slabs). Homebuyer also acknowledges seam placements will be at the fabricators discretion.

I, the homebuyer on the Community/Lot# above understand each and every item discussed above.

Buyer _____ Date _____

Buyer _____ Date _____


RESIDENTIAL
DESIGN SERVICES

 Residential Design Services
 4900 E. Hunter Ave. Anaheim, CA 92807
 Phone: 714.701.4200 Fax: 714.701.4400

Sales Contract

Contract #: JB068004.222837

Printed Date: 12/20/2021

Finalized Date: 12/20/2021

Buyer Information

SPEC

Designer: Kelli Stieg

Lot Information

 Builder: CAPITAL WEST HOMES
 Community: CWH TPE
 Plan: 3000, Lot #: 0152, Phase: 1
 Lot Address: 9646 E. Ripple Dr Mesa AZ,85212

Counter/Wall Selections

Area/Design Code	Selection Detail	Sale Price
KITCHEN BACKSPLASH / (Design Code: 141-02KIT SPLASH)		2193
Products:	Layer A-Full Splash Back Wall-Field: REVALIA REMIX MOSAIC RIPPLE 2X8/WHITE Layer B-Full Splash Back Wall-Trim: JOLLY A100ATGB 3/8" BRUSHED NICKEL/BRUSHED NICKEL	
Special Instructions:	Mapei #38 Avalanche	
Std Splash/Wall:	18" Splash	
MASTER SHOWER W/ TILE PAN / (Design Code: 141-06SHRB)		5241
Products:	Layer A-Full Splash/Wall-Field: COLOR WHEEL LINEAR GRP 1 4X8/ARCTIC WHITE MATTE Layer B-Full Splash/Wall-Trim: COLOR WHEEL CL GRP 1 JOLLY .5X12/ARCTIC WHITE MATTE Layer C-Deck/Floor-Field: KEYSTONES GRP 2 MOSAIC PENNY ROUNDS/SIEDE GRAU Layer D-Shower Seat Deck-Field: COLOR WHEEL LINEAR GRP 1 4X8/ARCTIC WHITE MATTE Layer F-Shower Seat Deck-Trim: COLOR WHEEL CL GRP 1 JOLLY .5X12/ARCTIC WHITE MATTE Layer G-Shower Seat Face-Field: COLOR WHEEL LINEAR GRP 1 4X8/ARCTIC WHITE MATTE	
Special Instructions:	Mapei #38 Avalanche	

Totals

Total Purchase 7434

Less Deposit Paid 0

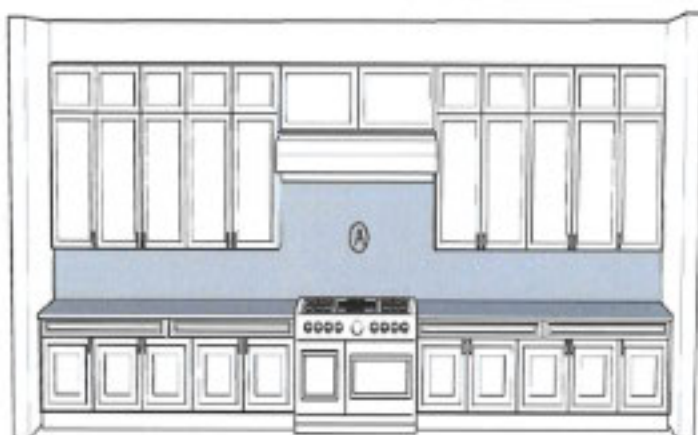
Balance Due 7434

Contract Notes

Initials: *



Project:	CWH TPE	Builder:	CAPITAL WEST HOMES
Plan:	3000	Phase:	1
Lot Number:	0152	Area:	KITCHEN BACKSPLASH
Address:	9646 E. Ripple Dr Mesa AZ,85212		

DESIGN CODE: 141-02KIT SPLASH**SELECTED THUMBNAIL IMAGES**

SPLASH ONLY

Layer AHorizontal 1/2"
Offset Pattern" 1/2" Offset not
available in tile
Plank Installations**INSTALLATION INSTRUCTIONS**

FULL SPLASH AS SPECIFIED TO BOTTOM OF HOOD AND UPPER CABINETS ON BACK WALL ONLY.

PRODUCT SELECTIONS

Layer	Area:Usage	Product	Color	Additional Info
A	Full Splash Back Wall : Field	REVALIA REMIX MOSAIC RIPPLE 2X8	WHITE	Pattern = Horizontal 1/2 Offset (Grout:)
B	Full Splash Back Wall : Trim	JOLLY A100ATGB 3/8" BRUSHED NICKEL	BRUSHED NICKEL	Finish Trim = Square Polished (Grout:)

SPECIAL INSTRUCTIONS**Mapei #38 Avalanche****REMINDERS AND ACKNOWLEDGEMENTS****1. This is a conceptual diagram and not to scale.**

- All accents (liners, dots and decos) must be the same thickness as the field tile to prevent tiles from protruding.
- All pattern tile must be precise with a signed description (For Example: Fruit - Place stem Up, Down or Side.
- Exact Placement of liners, deco's, keys and frames to be determined by installed based on job site conditions, industry standard installation practices and materials to be installed. Placement of liners may or may not line up with field tile grout lines.
- Electrical outlets and plumbing fixture locations may vary slightly from model homes. All electrical outlets and plumbing fixtures will be located in a standard location and will not be moved to accommodate a tile design as such; the electrical outlet or plumbing fixture may impede part of the tile design.

SIGNATURE

Signature: _____ Date: _____

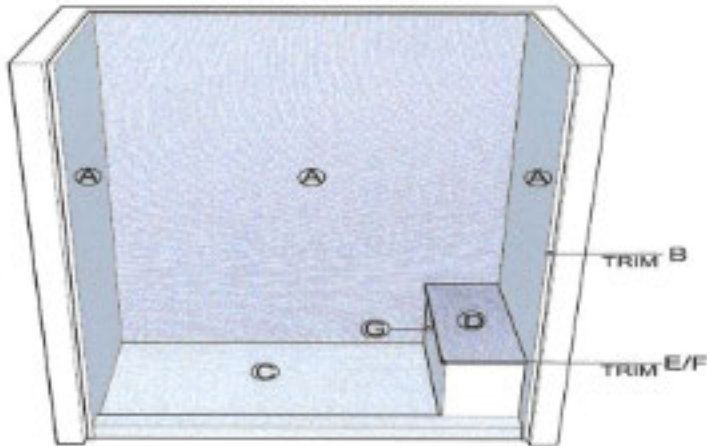
Signature: _____ Date: _____



Project:	CWH TPE	Builder:	CAPITAL WEST HOMES
Plan:	3000	Phase:	1
Lot Number:	0152	Area:	MASTER SHOWER W/ TILE PAN
Address:	9646 E. Ripple Dr Mesa AZ,85212		

DESIGN CODE: 141-06SHRB**SELECTED THUMBNAIL IMAGES**

FULL HEIGHT TO CEILING

**Layer A,D,G**

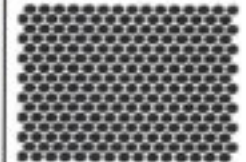
Horizontal 1/2" Offset Pattern



" 1/2" Offset not available in tile Plank Installations

Layer C

Mosaic Circles

**INSTALLATION INSTRUCTIONS**

FIELD SET AS SPECIFIED TO CEILING ON WALLS , SEAT FACE AND DECK OVER PAN AS SPECIFIED

PRODUCT SELECTIONS

Layer	Area:Usage	Product	Color	Additional Info
A	Full Splash/Wall : Field	COLOR WHEEL LINEAR GRP 1 4X8	ARCTIC WHITE MATTE	Pattern = Horizontal 1/2 Offset (Grout:)
B	Full Splash/Wall : Trim	COLOR WHEEL CL GRP 1 JOLLY .5X12	ARCTIC WHITE MATTE	Finish Trim = Square Polished (Grout:)
C	Deck/Floor : Field	KEYSTONES GRP 2 MOSAIC PENNY ROUNDS	SIEDE GRAU	Pattern = Mosaic Circle (Grout:)
D	Shower Seat Deck : Field	COLOR WHEEL LINEAR GRP 1 4X8	ARCTIC WHITE MATTE	Pattern = Horizontal 1/2 Offset (Grout:)
F	Shower Seat Deck : Trim	COLOR WHEEL CL GRP 1 JOLLY .5X12	ARCTIC WHITE MATTE	Finish Trim = Square Polished (Grout:)
G	Shower Seat Face : Field	COLOR WHEEL LINEAR GRP 1 4X8	ARCTIC WHITE MATTE	Pattern = Horizontal 1/2 Offset (Grout:)

SPECIAL INSTRUCTIONS**Mapei #38 Avalanche****REMINDERS AND ACKNOWLEDGEMENTS****1. This is a conceptual diagram and not to scale.**

- All accents (liners, dots and decos) must be the same thickness as the field tile to prevent tiles from protruding.
- All pattern tile must be precise with a signed description (For Example: Fruit - Place stem Up, Down or Side.
- Exact Placement of liners, deco's, keys and frames to be determined by installed based on job site conditions, industry standard installation practices and materials to be installed. Placement of liners may or may not line up with field tile grout lines.
- Electrical outlets and plumbing fixture locations may vary slightly from model homes. All electrical outlets and plumbing fixtures will be located in a standard location and will not be moved to accommodate a tile design as such; the electrical outlet or plumbing fixture may impede part of the tile design.

SIGNATURE

Signature: _____ Date: _____

Signature: _____ Date: _____



Specs

Tower Park at Eastmark

"Build the Difference"

Residence 2
Single-Story
2,301 sq. ft.

3-5 Bed / 2-3 Bath
3-4 Car Garage

\$629,000 (Spanish)
+ \$10,000 (Modern Prairie)
+ \$13,000 (Agrarian) *Model*

Residence 3
Two-Story
2,939 sq. ft.

3-6 Bed / 3-4 Bath
3-4 Car Garage

\$668,000 (Spanish)
+ \$8,000 (Modern Prairie)
+ \$10,000 (Agrarian)

Residence 4
Two-Story
3,155 sq. ft.

4-5 Bed / 3-4.5 Bath
3-4 Car Garage

\$709,000 (Modern Prairie)
+ \$13,000 (Spanish)
+ \$14,000 (Agrarian)

Sales Counselor

Jarom Homer | 480.225.6464 | jarom@capitalwesthomes.com

Build your floorplan at www.capitalwesthomes.com

Preferred lender incentive of \$5,000 applicable towards closing costs!

Capital West Homes reserves the right to change the above without notice. Prices are subject to change. Actual square footages may vary. Offer, incentives and seller contributions vary by community and are subject to certain terms, conditions and restrictions. Prices do not include lot premiums or optional upgrades.



Tower Park at Eastmark

Standard Features

"Build the Difference"

KITCHENS FOR LIVING

- Stainless Steel Gas Stove, 5 Burner w/Griddle
- Stainless Steel Microwave
- Stainless Steel Dishwasher
- Deluxe 36" Uppers Hardwood Cabinets
- Oversize Crown Molding at Cabinet Uppers
- Walk-in Pantry
- Granite Slab Kitchen Countertops
- Upgraded "Swan-Neck" Pull-Out Kitchen Faucet
- Under-mount, Extra Deep Kitchen Sink
- Pre-Plumbed for R/O at Kitchen
- Waterline for Ice-Maker

REFINED INTERIORS

- LED Ceiling Lights at Kitchen, Hallways and Baths
- Ceiling Lights at all Bedrooms and Great Room
- Two Switches, Two wires, Bracing for Fans, most Locations
- 5-Inch Baseboards Throughout
- 8-Foot Tall Interior Doors (per plan)
- 8-Foot Tall Sliding Glass Doors
- 16-Wide Wall of Windows at Great Room (Most Plans)
- Two Combo Plate Structured Wiring Outlets
- Spacious Owners Suite with Large Walk-In Closet
- 18" x 18" Ceramic Tile at Kitchen, Entry, Baths and Laundry

LUXURIOUS OWNER'S SUITE

- Large Cultured Marble Shower with Bench Seat
- Executive Height Vanities
- Cultured Marble Countertops
- Two Integral Cultured Marble Square Sinks
- Oversized, Beveled Edge Mirrored Medicine Cabinets
- Elongated Toilets

BUILT RIGHT FROM THE INSIDE OUT

- 3-Car Side-By-Side Garage (Opt. 4 & 5 Car, per plan)
- Energy Star Partner
- A/C SEER Rating of 15
- All HERS Ratings in Mid-50's
- R-38 Attic Insulation
- Air Tight Sealing of Homes to Stop Air Leaks
- Gas Hot Water Heater
- Forced-Gas Heat
- Dual Pane Vinyl Low-E Windows

MAKE IT YOURS!

YOUR HOME IS AN EXPRESSION FOR THE WAY YOU LIVE...

MAKE IT YOURS with our selection of custom finishes in the latest design styles, finishes, textures & treatments. Our sales associates will provide assistance every step of the way as you create your own living space.



3215 N Nevada St
Chandler, AZ 85226
480-771-4989

Spec Plan 3000

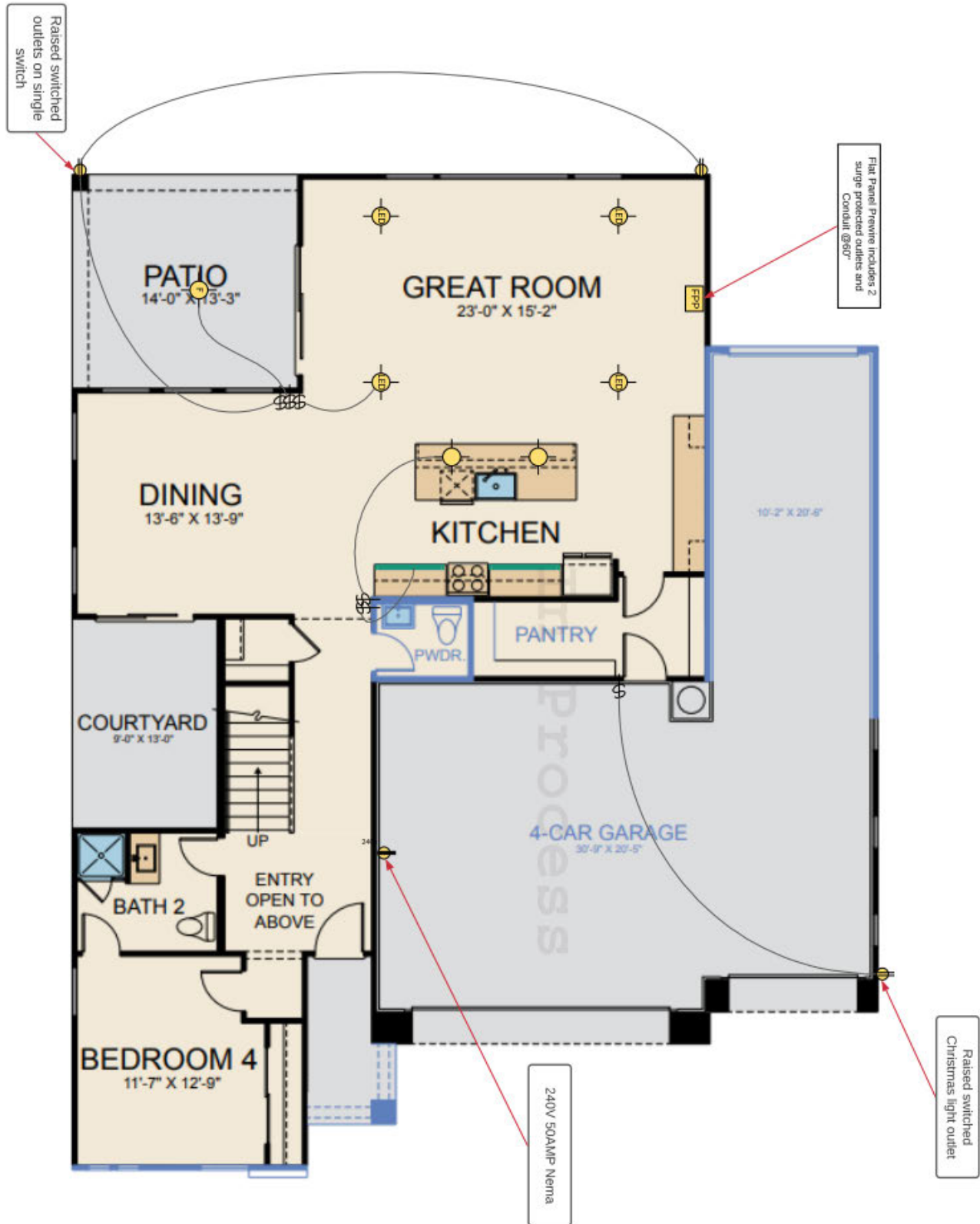
Subdivision
Tower Park at Eastmark

Lot
152

Text



 3215 N Nevada St Chandler, AZ 85226 480-771-4989	Spec Plan 3000	Subdivision Tower Park at Eastmark	
		Lot 152	Text



 3215 N Nevada St Chandler, AZ 85226 480-771-4989	Spec Plan 3000	Subdivision Tower Park at Eastmark	
		Lot 152	Text



3215 N Nevada St
Chandler, AZ 85226
480-771-4989

Spec Plan 3000

Subdivision
Tower Park at Eastmark

Lot
152

Text

PURCHASE CONTRACT AND ESCROW INSTRUCTIONS (THE "CONTRACT")

Capital West Homes E45 LLC ("Seller")
2915 E Baseline Road #124
Gilbert, Arizona 85234

**THIS CONTRACT REQUIRES STRICT COMPLIANCE
WITH THE NOTICE PROVISIONS OF A.R.S. SECTION 12-1363, ET SEQ.
SECTION 25 OF THIS CONTRACT CONTAINS ALTERNATIVE DISPUTE RESOLUTION PROVISIONS.**

**SECTION 7 OF THE LIMITED WARRANTY THAT WILL BE PROVIDED TO BUYER ALSO CONTAINS ALTERNATIVE
DISPUTE RESOLUTION PROCEDURES.**

DATE:

Buyer: Thomas M. Gorr
4663 E. Olney Ave.
Gilbert, AZ 85234
tomgorr3@gmail.com
(630) 267-5896

Co-Buyer: Sarah E. Gorr
4663 E. Olney Ave.
Gilbert, AZ 85234
gorr4663@gmail.com
(630) 528-7086

SELLER CONTACT INFORMATION:

Street Address: 2915 E Baseline Rd
City, State, ZIP: Gilbert, AZ 85234
Phone No.: (602) 526-2322
Email Address: support@capitalwesthomes.com

1. PROPERTY:

Seller agrees to sell and Buyer, jointly and severally if more than one, agrees to purchase a single-family home (the "Home") on the lot (the "Lot") described below (collectively the Home and the Lot are the "Property") subject to the terms and conditions set forth in this Contract:

Lot No. 152 in Capital West Homes E45 LLC Subdivision (the "Subdivision"), the address of which is: 9646 E Ripple Dr, Mesa, AZ 85212, in accordance with Plan No.: EM3000, Elevation B and Color Scheme 07, as modified or added to by the specific provisions of the Construction Specification Addendum to this Contract, executed concurrently with this Contract.

Buyer initials here:

2. PURCHASE PRICE:

The purchase price for the Property shall be 709,000.00, payable as follows:

TBD
Loan Amount: _____
Down Payment Amount: _____

Initial Earnest Money Deposit: 25,000.00 At Contract
 [☒] CHECK [☐] Other _____

Add. Earnest Money Deposit due five (5) calendar days after DESIGN APPT: N/A

Add. Earnest Money Deposit due five (5) calendar days after SLAB IS POURED: N/A

Remainder of Down Payment due at CLOSE OF ESCROW: TBD

The purchase price, loan amount and down payment stated above is subject to change resulting from additions or deletions of options and upgrades and will be represented, if necessary, on any subsequent Addendum to Purchase Contract and/or Construction Specification Addendum.

Buyer desires to seek the following form of financing: Conventional

The term "Deposit" shall include all subsequent funds delivered by Buyer to Seller or Escrow Agent prior to Closing, including amounts deposited by Buyer under **SECTION 14** below. Buyer's deposits are nonrefundable unless a condition to Buyer's obligation to close the purchase of the Property is not satisfied. If Buyer's obligations are contingent under **SECTION 3** below, that contingency will be removed upon Buyer's receipt of a letter or other document either approving Buyer's loan application or pre-approving such application subject only to verification of information provided by Buyer, provided the financing contingency will not be deemed satisfied if after giving approval or preapproval the Lender fails or refuses to provide the Loan for any reason other than the failure of Buyer to perform its obligations to Lender or hereunder. Except as provided in the VA Buyers Addendum for VA Buyers, the Deposit and all other payments by Buyer may be deposited by Seller in a neutral account.

Buyer initials here:

3. LOAN (IF APPLICABLE)

Unless previously completed, within seven (7) days after Contract acceptance Buyer shall (i) provide lender with Buyer's name, income, social security number, Property address, estimate of value of the Property, and mortgage loan amount sought; and (ii) grant lender permission to access Buyer's Tri-merge Residential Credit Report. For this transaction the Buyer intends to use Signature Home Loans to apply for the Loan consistent with the terms and provisions of this Contract. Buyer agrees to provide promptly, diligently, and in good faith all information and documents required by FHA, VA, and/or Lender in order to obtain prompt approval of Buyer's Loan application to execute such further documents and instruments and perform such acts as are reasonably necessary to obtain the Loan, and not withhold, manipulate, or provide false information that results in Loan rejection or delays Loan approval. Buyer acknowledges and understands that the obligation to apply for and diligently pursue the Loan is for the protection of Seller who has removed the Property from the market in specific reliance upon Buyer's obligations hereunder and that Seller would be materially and substantially injured if Buyer failed to use its best efforts to obtain the Loan. If Seller determines that Buyer's Loan application with the original Lender is not likely to be timely approved, Seller may, but is not obligated to, advise Buyer of Seller's election for Buyer to apply for the Loan at another Lender selected by Seller, provided Buyer will not be obligated to accept any materially different terms for the Loan than as specified above. If Seller makes such election, Buyer shall apply for and use its best efforts to obtain the Loan from the new Lender, as provided above, and the forty-five (45) day time period for Buyer to obtain Loan approval, as provided below, shall start again. Seller shall have the foregoing election only one time.

If Buyer has diligently performed its obligations under this **SECTION 3** but nevertheless Buyer's application is rejected by Lender or Buyer is unable to qualify for and obtain, consistent with the terms and provisions of this Contract, a commitment for the Loan (subject only to Lender's contingencies to funding [if any] that are acceptable to Seller, in Seller's sole discretion) in the full amount described above within forty-five (45) days from the date of this Contract, either party shall have the right to cancel this Contract by sending written notice of such cancellation to the other party. In the event of such cancellation, Seller agrees to refund (or, if applicable, cause Escrow Agent

to refund) to Buyer all Deposits received under this Contract. If Buyer fails to timely and in good faith perform its obligations hereunder to apply for the Loan, supply information and documents required by Lender and/or FHA/VA and/or fully cooperate with Lender, Seller may terminate this Contract and/or utilize its other remedies under **SECTION 16** below.

The interest rate and/or fees for the Loan and the terms and conditions of the Loan are a matter of concern solely between Buyer and Lender and shall not in any way affect the rights or obligations of the parties hereto. Seller will cooperate with Buyer in obtaining the Loan, but Buyer acknowledges that Seller has not agreed to provide or obtain any Loan to or for Buyer, nor has the Seller or its agents offered any guarantee that Buyer will be able to secure any loan under any particular program. Buyer acknowledges and agrees that Seller is in no way responsible for any representations, actions, or omissions of or made by Lender or any other Lender. Buyer further acknowledges that this Contract does not constitute either a loan application or a loan approval, nor does it make Seller a community lender nor any other type of lender. The interest rate shall be the current rate being charged by the Lender at the time the Loan proceeds are disbursed. Buyer acknowledges that appraisal, credit report, and/or other application fees will be collected by Lender at Loan application and are non-refundable. If no Loan is specified in **SECTION 2**, the following will apply: Buyer understands that he has contracted to purchase the Property on a cash sale basis, without any contingency for financing, and that it is Buyer's sole responsibility to have sufficient funds to close this transaction when required. If Buyer nevertheless determines to attempt to obtain a loan to finance all or a portion of the Purchase Price, Buyer acknowledges that this Contract and Buyer's obligations are not contingent on or subject to loan approval, the availability of any loan, nor the availability of any particular loan terms, and the Closing will not be delayed therefor; Buyer shall immediately notify Seller thereof and keep Seller advised of the status thereof; and Buyer will be solely responsible for all costs of obtaining that loan.

Buyer initials here:

4. FHA LOAN

(Applicable only if an FHA loan is applied for) – If buyer will be applying for an FHA insured loan, it is expressly agreed that notwithstanding any other provisions of this contract, Buyer shall not be obligated to complete the purchase of the Property or to incur any penalty by forfeiture of the Deposit or otherwise if the basic selling price of the House and Lot, plus the mortgageable portion of the selected options, exceeds the Property's appraised value as described in the Master Conditional Commitment (MCC) issued by FHA, or Master Certificate of Reasonable Value (MCRV) issued by the VA, or a "spot appraisal" acceptable to FHA for the purpose of establishing the maximum mortgage on the Property the Department of Housing Urban Development (HUD) will insure. Buyer, however, shall have the privilege and option of proceeding with the consummation of this Contract without regard to the Property's value established by FHA in the MCC, by the VA in the MCRV, or by the "spot appraisal." If, however, Buyer cannot obtain an FHA insured Loan, the cancellation provisions of **SECTION 3** shall apply. HUD does not warrant the value or condition of the Property. Buyer should satisfy himself that the prices and condition of the Property are acceptable.

Buyer initials here:

5. VA LOAN

(Applicable only if a VA Loan is applied for) If Buyer will be applying for a VA Guaranteed Loan, the parties will execute a "VA Addendum" to this Contract, and the provisions thereof shall govern.

Buyer initials here:

6. CLOSING

Because of the nature of the home-building industry, it is generally impractical to estimate the closing date with precision, and Buyer and Seller therefore agree that the closing date can only be estimated. Buyer hereby accepts the uncertainty of the estimated closing date and hereby waives any and all claims against Seller, its parents, affiliates, subsidiaries, members, managers, directors, officers, attorneys, agents, independent contractors, and

employees arising as a result of any change in the estimated closing date. Upon completion of the House as evidenced by city/county final approval thereof (as described in **SECTION 12**), and provided that Loan approval, if applicable, has been given as described in **SECTION 3**, this transaction and escrow shall close ("Closing") at the time specified by Seller in written notice to Buyer. Upon receipt of notice, Buyer shall take such steps as are necessary to effect the Closing at the time and date specified by Seller (the "Closing Date"), including execution of all applicable Loan documents. Should Escrow Agent be closed on the day specified herein for Closing, the Closing requirements may be met on the next succeeding day Escrow Agent is open for business. If Buyer fails to close on the Closing Date, but if Closing subsequently occurs, Buyer shall pay to Seller at Closing (in addition to and not in lieu of all other amounts due from Buyer under this Contract), a late closing fee equal to \$250.00 per day for each day from and including the scheduled Closing Date to and excluding the actual date of Closing. This fee is in addition to Seller's other remedies in **SECTION 16**. As provided in **SECTION 22** below, possession of the Property shall remain exclusively in Seller's possession until the Closing has occurred. Buyer understands, acknowledges, and agrees that Buyer has the sole responsibility to arrange for utilities to be turned on to the Property. Any delays experienced or incurred in the turning on of any utilities shall neither permit nor entitle Buyer to delay the Closing.

Buyer initials here:

7. ESCROW AGENT

Buyer and Seller hereby employ a title company designated by Seller to act as "Escrow Agent" for this transaction. Delivery and acceptance of a fully executed copy of this Contract shall constitute employment of such entity as Escrow Agent. Upon Closing (see **SECTION 6**), Escrow Agent shall cause the recording in the appropriate County Recorder's Office of all necessary documents, disburse all funds, and issue to Lender a lender's standard title insurance policy insuring Lender's interest in the Property in the amount of the Loan. Escrow Agent will not accept payments after a cancellation notice has been issued by Seller under **SECTION 16**, unless Seller authorizes acceptance of same, in Seller's sole discretion, and the payments are paid by cash, by certified check, cashier's check, or money order made payable to Escrow Agent. In no event shall an Escrow Agent accept any such payment after the effective date of the cancellation. The parties grant to Escrow Agent the right to execute on their behalf the Affidavit of Value, using the total consideration for the established value, unless instructed by both of the parties in writing to the contrary.

Buyer initials here:

8. CONVEYANCE AND TITLE

At the Closing, Seller (or a trustee under a Subdivision Trust wherein Seller is beneficiary) shall convey title to the Property to Buyer by special warranty deed subject to all matters of record but free from all liens and encumbrances except that related to the Loan, if any. Once title to the Property has been so conveyed by Seller (or its agent or the applicable trustee) to Buyer, all claims and demands against Seller, including (without limitation) any claims of negligence, shall be waived, released, and forever discharged, except, however, any claims with respect to the warranty included in **SECTION 15**.

Title will be taken by Buyer as (check one):	Sole and Separate	Tenants in Common
Joint Tenants with Right of Survivorship	Community Property	TBD

If at the time scheduled by Seller for Closing, Seller (or its agent or the applicable trustee) is unable to deliver title as required herein, Seller shall have a period determined by Seller, in its sole discretion, of up to ninety (90) days to attempt, if Seller desires to do so, to clear any un-permitted exceptions. If Seller determines that it does not desire to, cannot, or does not clear the un-permitted title exceptions within such period, Seller shall notify Buyer and Escrow Agent and this Contract shall be deemed canceled, ALL Deposits previously paid by Buyer to Seller or Escrow Agent pursuant to this Contract shall be immediately refunded to Buyer, and after such refund has been paid, neither party shall have any further duty, obligation, or responsibility to the other. If Seller clears the un-permitted exceptions prior to cancellation of this Contract, Seller shall so advise Buyer whereupon the parties shall proceed to Closing within five (5) days thereafter.

Buyer initials here:

9. CLOSING COSTS AND PRORATIONS

All closings costs and real property transfer taxes (if applicable) will be paid by Buyer. Such closing costs include all costs, expenses, fees, and charges relating to (a) the Loan (including, without limitation, the cost of the Lender's Title Policy, credit reports, Loan fees, and impound payments), (b) the delivery of title (including, without limitation, recording fees, stamp taxes (if applicable) and the cost of Buyer's Home Owner's Title Policy), (c) the Escrow fees of Escrow Holder, and (d) the Association, if any (including, without limitation, assessments, a contribution to the reserve account, or transfer or set-up fees). Such closing costs will also include prepaid items (including, without limitation, prepaid real estate taxes, initial association fees, and prepaid interest). THE ACTUAL CLOSING COSTS AND PRORATIONS COULD SUBSTANTIALLY DIFFER FROM THE ESTIMATED CLOSING COSTS AND PRORATIONS. BUYER HEREBY ACCEPTS THE UNCERTAINTY OF THE ESTIMATED CLOSING COSTS AND PRORATIONS AND BUYER HEREBY WAIVES ANY AND ALL CLAIMS AGAINST SELER, ITS PARENTS, AFFILIATES, SUBSIDIARIES, AGENTS, EMPLOYEES, LAWYERS, AND INDEPENDENT CONTRACTORS RELATING TO SUCH ESTIMATE.

Buyer initials here:

10. PRIOR SALE

This contract is subject to any prior sale of the Property and, in the event of such prior sale, Seller may cancel this Contract at any time prior to Closing by sending written notice of cancellation to Buyer. Upon such cancellation, all Deposits previously paid by Buyer to Seller of Escrow Agent shall be returned to Buyer and thereafter neither party shall have any further duty, obligation, or responsibility to the other pursuant to this Contract. Seller shall have the power and authority to determine, in Seller's sole and absolute discretion, which of two or more sales shall be deemed to have occurred first in time if Seller's written records do not conclusively indicate which sale of the Property occurred first in time. Further, if another sale for the Property exists before this Contract is accepted by Seller, Seller may elect to accept that sale if it is more beneficial to Seller, and reject this Contract.

Buyer initials here:

11. SUBDIVISION DOCUMENTS

Buyer acknowledges receipt of a copy of the Declaration of Covenants, Conditions and Restrictions applicable to the subdivision where the Property is located (the "Subdivision"), and, if there is a homeowners association for this Subdivision, a copy of the Articles of Incorporation and Bylaws, for that association. Buyer agrees and acknowledges that the owner of the Property is obligated to comply with all of the terms and provisions of those documents, including, but not limited to, payment of assessments and compliance with architectural control provisions as may be stated in such documents.

Buyer initials here:

12. CONSTRUCTION

The construction of the House shall be completed in substantial compliance with plans and specifications on file with Seller or the applicable city/county. Seller shall have the exclusive right to orient the House on the Lot in accordance with Seller's normal construction practices. Seller also shall have the right and authority to substitute, at any time, in Seller's sole and absolute discretion, any materials or fixtures of substantially comparable or of better quality. If any feature of said plans or specifications is required to be deleted by federal, state, or local governmental authorities, the Purchase Price shall be reduced by the amount of the direct expenditures which would be incurred by Seller installing such feature, and this reduction shall constitute the total extent of Seller's liability to Buyer in connection with such deletion. Seller agrees to construct the House in compliance with all city/county and/or applicable FHA/VA regulations. The final inspection and acceptance of the House by the applicable city/county shall constitute completion of the House and the House, from that point forward, shall be deemed to be in substantial accordance with the approved plans and specification for purposes of this **SECTION 12**, for Closing purposes, and for purposes of **SECTION 6**, and the same shall confirm that the obligations of Seller hereunder have been fully satisfied and discharged (subject to "punch list" items described below and the limited warranty items described in **SECTION 15**). Seller has constructed, is constructing, or will begin construction of the House pursuant to Seller's normal construction practices schedules and will complete the House within seven

hundred and thirty (730) days from the date of Loan approval, or if no Loan is to be applied for, within seven hundred and thirty (730) days from the date Seller accepts this Contract, provided Buyer has paid all required Deposits as of that time, and Buyer has properly executed all required colorization forms under **SECTION 14**. No representation is made by Seller as to the specific completion date or schedule of construction other than as is set forth in the Contract, and no person other than an authorized agent of Seller has any authority to so bind Seller, and Buyer may not rely upon the same unless evidenced in writing. The time by which the House shall be completed may be extended by written agreement of the parties and shall be extended automatically by reason of any delays resulting from, including, without limitation, labor strikes, slow-downs, or lock-outs, material or labor shortages, any action of federal, state, or local authorities having jurisdiction over the Property or affecting Seller's ability to perform, the supply of utilities, war, civil disorder, fire, terrorism, an epidemic and/or pandemic, unusual weather conditions, acts of God, or any construction delays which may occur which are not wholly within the control of Seller (collectively, "Force Majeure Events").

It is expressly agreed that the House, though completed as described above, may be subject to certain "punch list" items for additional work. Notwithstanding that additional work may be required to resolve the "punch list" items, if the House is "livable," then the existence of such "punch list" items will not render the House incomplete. Minor items such as failure of operation of appliances, electric outlets, plugs, or fixtures, touch-up painting, minor corrective work or changes and the like shall not render the House "non-livable." Within a reasonable period of time following the Closing, Seller shall remedy the "punch list" items and make adjustments agreed to by Buyer and Seller in a walk-through inspection which will be scheduled by Seller and Buyer prior to Closing. The existence of such "punch list" items or other non-structural construction imperfections shall not entitle Buyer to cancel the Contract, withhold funds at Closing, or delay the Closing. After the Closing, Seller shall have no further or continuing responsibility for periodic inspection, replacement, maintenance, or repair of improvements except for "punch list" items identified before the Closing or as may be covered by Seller's limited warranty described in **SECTION 15**.

Buyer initials here:

13. INSULATION

The Seller will install insulation in the House according to the standards of the Arizona Registrar of Contractors. All thicknesses and R-Values are approximate, and R-Values do not include the R-Value of other wall or ceiling materials. Notwithstanding the foregoing, insulation may be of lesser thickness and R-Value than indicated in certain areas where the design of the House does not permit greater thickness. Examples of locations where thickness and R-Value may vary include locations where studs are placed in walls, at corners and windows, and where roof trusses are attached to outside walls. The R-Values are based on the representation of the manufacturer and/or installer of the insulation and Seller does not warrant or represent that these R-Values are correct. Seller has the right to make substitutions as to the type, thickness, and R-Value of insulation installed in the House without obtaining the consent of Buyer, as long as there are no substantial changes in the R-Value of the insulation installed in a substantial portion of the House.

Buyer initials here:

14. BUYER'S SELECTIONS, OPTIONS, AND OTHER EXTRAS

Buyer agrees to make an appointment with Seller's interior décor representative within five (5) business days of Seller's request to select materials for the House from the color and material samples at the location of Seller's interior décor representative, to the extent Buyer is entitled to make such selections because the House is not already fully colorized. Buyer's selections shall include, without limitation, all of Buyer's color and material selections for carpeting, flooring, cabinetry, counter tops, and all other selections necessary or appropriate in order to complete construction of the House. Buyer's selections shall be final and binding. If Buyer has not made the required appointment within five (5) days or does not go to the interior décor location within a fourteen (14) business day period, Seller, in Seller's sole and absolute discretion, may make such selections for Buyer and Buyer agrees that in such case Seller's selections shall be absolutely and completely binding upon Buyer. The improvements to the Property will be built according to the current design materials as available with Seller's

interior décor representatives and **NOT** according to the models. Buyer acknowledges that any model home or promotional materials of Seller, which Buyer may have viewed prior to purchasing the Property, may have extra design features such as, but not limited to: decorations, floor coverings, decorator light fixtures, wall coverings, window treatments, mirrors, built-in shelves or cabinetry, furniture, furnishings, appliances, other items, and landscaping shown therein are **NOT** included in this transaction unless specifically provided for in the Construction Specification Addendum to Purchase Contract or a Change Order providing for said additions to the Purchase Price and accepted by Seller in its sole discretion. Seller's rejection of Buyer's request after the date of this Contract for any options will not affect Buyer's obligations under this Contract. If Buyer requests additional options (the "Non-Standard Options") after the execution hereof, and Seller, in its sole discretion, is agreeable thereto, the parties shall prepare an Addendum or a Change Order therefor and (a) the required deposit for standard options plus (b) the full sales price of any Non-Standard Options, all as identified on the Addendum or Change Order, shall be paid in cash by Buyer to Seller as an additional deposit prior to Seller's acceptance of the Addendum or Change Order. Unless otherwise specified hereunder to the contrary, if this transaction fails to close for any reason whatsoever, other than a default by Seller, all Deposits delivered by Buyer to Seller for any Non-Standard Options will belong solely to Seller and Buyer will have no claim or right thereto whatsoever. The parties agree that this revision is reasonable because of the great unlikelihood of Seller recovering the sale price of any Non-Standard Options from a subsequent buyer of the House.

Buyer initials here:

15. LIMITED ONE YEAR WARRANTY

Seller warrants that all work performed by Seller in connection with the construction of the House will be of a quality which conforms with the requirements of the Arizona Registrar of Contractors, and Seller warrants all such work against defective workmanship and materials for a period of one (1) year from the date of Buyer's occupancy of the Property or the Closing, whichever is sooner. Seller, during normal business hours, at its own expense, will make any and all necessary repairs and replacements, the need for which the Seller is notified of in writing during the one (1) year period, provided (a) such repairs and replacements are necessary as a result of defective workmanship or materials, (b) Seller is provided with notice of the alleged defect and an opportunity to cure or remedy the same within a reasonable period of time and Buyer must cooperate with Seller in doing so, and (c) Seller is granted reasonable access to the Property during normal business hours. **SELLER'S OBLIGATIONS UNDER THIS WARRANTY AND UNDER THIS CONTRACT ARE LIMITED TO REPAIR AND REPLACEMENT.** No steps taken by Seller to correct defects shall extend the warranty period beyond the one (1) year period hereinabove described. This warranty is applicable only to matters reported in writing to Seller before the expiration of the one (1) year warranty period. Buyer also agrees to fully notify any subsequent purchasers of the condition of the Property and any defects found as complained of by Buyer prior to the time of such purchase.

THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THIS PURCHASE. ALL OTHER EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, AND WORKMANSHIP WHICH EXCEED THE FOREGOING OBLIGATIONS ARE HEREBY DISCLAIMED AND THE SAME ARE EXCLUDED FROM THIS CONTRACT. ADDITIONALLY, ANY IMPLIED WARRANTY IMPOSED BY LAW DESPITE THE ABOVE DISCLAIMER IS HEREBY LIMITED TO THE ONE (1) YEAR DURATION OF THE EXPRESS WARRANTY.

This warranty is intended to protect Buyer from faulty construction and defective materials used in the construction of the House and does not apply to defects caused, by way of example and not as a limitation, by (a) normal wear and tear; (b) insubstantial variances or defects; (c) effects of the elements, natural disasters, or other acts or events beyond the control of Seller; (d) faulty maintenance, operation, or abusive use and/or introduction of environmental pollutants or contaminants (including pesticides or herbicides) by Buyer or any party other than Seller; or (e) environmental conditions, including the presence or effect of overhead and underground electrical transmission or distribution lines or facilities or radon or other hazardous environmental conditions.

Notwithstanding the foregoing, Seller's warranty shall in no event extend to any consumer product, appliances, air conditioning units, furnaces, water heaters, or other products included in the House that are considered "consumer products" as defined by the Federal Trade Commission for the purpose of the Magnuson Moss Act (15

U.S.C. [230] et seq.). The manufacturers of some products used in the House may provide a manufacturer's warranty. Seller has no obligation or responsibility for the manufacturer's or the product's performance, and Seller does not warrant any of these items for any use, fitness for use, workmanship, quality, or any other purpose. If a manufacturer's warranty has been issued to Seller, effective upon Closing, Seller hereby assigns to Buyer, without recourse to Seller, all assignable rights under said manufacturer's warranty.

BUYER UNDERSTANDS AND AGREES THAT SELLER'S LIABILITY, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE, OR OTHERWISE IS LIMITED TO THE REMEDY OF REPAIR OR REPLACEMENT AS SET FORTH ABOVE. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THE CONTRACT OR INVOLVING THE

PROPERTY MAY BE BROUGHT BY BUYER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED UNDER THE WARRANTY SET FORTH IN SECTION 15 (OR SUCH SHORTER TIME PERIOD AS MAY BE ESTABLISHED BY APPLICABLE LAW). BUYER IS ADVISED THAT BUYER MAY HAVE ADDITIONAL RIGHTS, REMEDIES, AND WARRANTIES

BEYOND THOSE CONTAINED IN THIS CONTRACT AS ARE PROVIDED BY LAW.

UNDER ARIZONA REVISED STATUTES SECTION 32-1155, A BUYER OF A DWELLING HAS THE RIGHT TO FILE A WRITTEN COMPLAINT AGAINST THE HOMEBUILDER WITH THE ARIZONA REGISTRAR OF CONTRACTORS WITHIN TWO YEARS AFTER THE CLOSE OF ESCROW OR ACTUAL OCCUPANCY, WHICHEVER OCCURS FIRST, FOR THE COMMISSION OF AN ACT IN VIOLATION OF ARIZONA REVISED STATUTES SECTION 32-1154, SUBSECTION A.

Buyer initials here:

16. DEFAULTS AND REMEDIES

Buyer shall be in default under this Contract if Buyer: (a) advises Seller in writing or orally that Buyer does not intend to or will not perform any provision of this Contract or (b) fails to fully perform any provision of this Contract, and does not fully cure that failure to perform within five (5) business days from the date Seller or its authorized agent gives Buyer an oral or written demand or notice for compliance (regardless of if, or when, any such written demand or notice is received by Buyer), provided that, if Buyer's failure to perform is a failure to close timely under this **SECTION 6** and Seller gave written notice of the Closing Date to Buyer as permitted in that section, Buyer is not entitled to a five (5) business day notice and cure period under this **SECTION 16** and Buyer shall be deemed in default hereunder immediately upon such failure to close in accordance with Seller's written notice under **SECTION 6**. If Buyer has not cured its default within the time period provided therefor (if any), Seller may: (i) elect to cancel this Contract by giving notice thereof to Buyer and obtain or retain any and all Deposits as liquidated damages, or (ii) sue for specific performance. In any default event, in Seller's sole discretion, Seller may retain or (if applicable) obtain from Escrow Agent the Deposit(s) as part of Buyer's performance of this contract without electing to cancel this Contract, and without waiving Seller's right to pursue specific performance of this Contract. If this Contract is executed by more than one (1) individual or entity as buyer, each individual or entity shall be jointly and severally liable hereunder.

If Seller elects to cancel this Contract and to treat the retained Deposit(s) as liquidated damages as provided above, the parties acknowledge that the actual damages incurred by Seller are difficult to estimate in advance and that retention of the Deposit(s) paid by Buyer to Seller (or Escrow Agent) constitute a reasonable estimate of Seller's damages and shall be forfeited to Seller as liquidated damages and not as a penalty.

If Seller fails to comply substantially with the terms and conditions of this Contract prior to Closing and if Buyer shall have complied with all its obligations hereunder, Buyer shall be entitled to deliver to Escrow Agent and Seller a written notice detailing the default of Seller. Seller shall have twenty (20) days from the receipt of such notice within which to remedy the default, except that if the required performance cannot reasonably be completed by Seller within said twenty (20) days, then Seller shall have a reasonable time, not to exceed sixty (60) days within which to remedy the default. If Seller had not remedied the default within the time provided in the preceding

sentence, Buyer, as its sole remedy, may cancel this Contract and receive a refund of its Deposit(s) and obtain one thousand dollars (\$1,000.00) from Seller as Buyer's liquidated damages. THE PARTIES AGREE THAT THE ACTUAL

DAMAGES INCURRED BY BUYER FOR SELLER'S FAILURE TO PERFORM ARE DIFFICULT TO ESTIMATE IN ADVANCE AND THAT ONE THOUSAND DOLLARS (\$1,000.00) CONSTITUTES A REASONABLE ESTIMATE OF BUYER'S DAMAGES FOR A DEFAULT BY SELLER AS DESCRIBED HEREIN AND SHALL CONSTITUTE BUYER'S LIQUIDATED DAMAGES AND NOT A PENALTY. BUYER HEREBY EXPRESSLY WAIVES ALL OTHER CLAIMS FOR DAMAGES OR RELIEF AT LAW OR IN EQUITY (INCLUDING, WITHOUT LIMITATION, ALL RIGHTS BUYER MAY HAVE TO SPECIFIC PERFORMANCE AND/OR ACTUAL CONSEQUENTIAL OR INCIDENTAL DAMAGES) AND AGREES THAT BUYER'S SOLE AND EXCLUSIVE REMEDY

FOR SELLER'S DEFAULT UNDER THIS CONTRACT SHALL BE OBTAINING THE LIQUIDATED DAMAGES PROVIDED ABOVE.

Buyer initials here:

17. EASEMENTS, FENCES, GRADING AND DRAINAGE, SUBDIVISION ISSUES, CERAMIC TILE, AND OTHER CHANGES

Buyer acknowledges and understands the following: (a) the Lot, as with most subdivision lots, is subject to public utility easements, and only landscaping and removable section fences may be built within such easement areas; (b) the location of the utility lines, utility improvements (such as, but not limited to, junction boxes, transformers, or pedestals) and sewer taps, may vary from the Subdivision plans; (c) fences may encroach on either side of actual Lot lines; (d) the Lot has been or will be graded by Seller to drain in accordance with a city/county approved grading and drainage plan and industry standards; (e) future construction (including fences, patios, decks, pools, spas, and landscaping) on, or grading, landscaping, or excavation of the Lot by Buyer could disrupt drainage and/or retention and/or cause flooding or for water to pond if not correctly engineered and Buyer will be solely responsible therefor; (f) Seller reserves the right to make changes to the design of the subdivision and in the plans, specifications, materials, and location for all Subdivision improvements, including but not limited to plans and elevations of homes hereafter to be constructed within the Subdivision; (g) the subdivision is a planned community which will contain many similar houses, and the House is not a custom design; (h) the character and use of the property surrounding and in the vicinity of the Subdivision may change and, in any event, is not warranted by Seller; (i) Seller is not responsible for and does not warrant concrete that has cracked because of over-watering near a house, walls, or driveway and has caused settling; (j) some minor cracking in concrete is unavoidable and Seller does not warrant concrete against such cracking if the same is within limits acceptable to the Arizona Registrar of Contractors; (k) the concrete floor of the House may have joints in it and is subject to cracking due to settling, expansion, and/or contraction; (l) when ceramic tile is installed over any such concrete or any such crack or joint, the tile or tile joints may crack and Buyer understands and agrees that the same is a maintenance item and the sole responsibility of Buyer; (m) fences constructed by Seller and provided to Buyer are privacy walls only and are not structural or retaining walls and Seller will have no liability or responsibility for the consequences if Buyer attempts to use any fence for drainage control, retention, or backfilling; and (n) construction activity in the subdivision will continue after the closing and Buyer's occupancy of the Property, with attendant noise, dust, traffic disruption, and congestion and other inconveniences. Seller disclaims and Buyer hereby releases Seller from any and all responsibility, obligation, or liability whatsoever for the occurrence of any of these events or the direct or indirect results thereof. Buyer also understands, acknowledges, and agrees that if Buyer desires to do any grading construction or any other work on the Property after closing, Buyer first shall obtain all necessary approvals, permits, and licenses required for such work from controlling homeowners association(s) (if any) and/or its architectural control committee(s) (as applicable), and all applicable governmental agencies having jurisdiction over the Property. Any such work conducted on the Property by Buyer shall void and terminate Seller's warranty provided to Buyer described in **SECTION 15** as to any part of the Property affected directly or indirectly by such work.

Buyer initials here:

18. SURROUNDING AREAS

Buyer acknowledges that the character, nature, and uses of the areas surrounding the Subdivision and the general

vicinity of the Subdivision may change in the future and that future uses of adjacent or nearby property could include transportation, commercial, agricultural, recreational, and/or pedestrian uses and/or any number of other uses. Buyer acknowledges that neither Seller nor Contractor nor their respective agents, employees, or subcontractors have made nor can make any representation, warranty, or covenant of any kind regarding (a) views that may be available from the House, (b) the height or nature of homes or other improvements to be constructed adjacent to or near the House, (c) the continuation or cessation of the existing nature, character or uses of the areas surrounding the House and the Subdivision, (d) the permissibility or likelihood of changes to the existing nature, character, or uses of the property surrounding the Subdivision, (e) the presence or level of noise from nearby roadways, airports, property or equipment, whether permanent, temporary, or transported on, to or away from nearby locations, or (f) whether or not any open or undeveloped space adjacent to the House or the Subdivision, if any, will remain open space or undeveloped, as Buyer understands that any such areas may be changed or developed in the future. Buyer agrees that it has conducted such inquiries with the applicable governmental agencies and other sources Buyer deems necessary regarding the current and planned or permissible future uses of the property surrounding the Subdivision, and Buyer hereby agrees that neither Seller nor Contractor shall have any liability whatsoever with respect to such matters. In the event that there are designated open spaces, lakes, golf courses, or recreational areas within the Subdivision or areas surrounding the Subdivision, Seller makes no representations with respect thereto.

Buyer initials here:

19. ATTORNEYS' FEES AND COSTS

Subject to the terms and provisions of **SECTION 16**, if either party employs attorney(s) to enforce this Contract, either by litigation or negotiation, the non-prevailing or defaulting party agrees to reimburse the prevailing party for reasonable attorneys' fees and all costs of such action or proceeding, if any, including taxable costs, costs of pretrial discovery, and expert witness fees, and in the event any judgment is secured by such prevailing party, all costs and fees shall be included in such judgment in an amount determined by the Court sitting without a jury.

Buyer initials here:

20. NOTICES

Except as is otherwise provided in this Contract, all notices required or permitted under this Contract shall be in writing and shall be effective upon personal delivery to Seller or Buyer, or seventy-two (72) hours following deposit in the U.S. mail via certified mail, return receipt requested, with postage fully prepaid, addressed to the respective party(ies) at the address(es) specified in this Contract or to such other address as either party, from time to time, shall specify in the manner provided in this section.

Buyer initials here:

21. GENERAL

Time is of the essence in this Contract. No waiver hereunder shall be effective unless in writing and signed by the party against whom enforcement of the waiver is sought. The waiver of any breach of any provision of this Contract shall not constitute a waiver of such provision or a waiver of a future breach of that or any other provision. This Contract has been executed in the State of Arizona and the laws of the State of Arizona shall govern the construction of this Contract. If any provision under this Contract (or any application thereof) shall be invalid or unenforceable, the remainder of this Contract and any other application of such provision shall not be affected thereby and shall not be rendered invalid or unenforceable. This Contract shall be construed in accordance with its plain meaning and the provisions of this Contract shall not be strictly construed for or against any of the parties to this Contract. This Contract is binding upon the heirs, executors, administrators, and successors of the respective parties, but may not be assigned by Buyer without the prior written approval of Seller, in its sole discretion, and any attempted assignment by Buyer (whether voluntarily or by operation of law) shall be void.

The singular in number as used herein shall be deemed to include the plural, and the masculine gender shall be deemed to include the feminine and neuter gender, and vice-versa, whenever the context so requires. In the event of any cancellation of this Contract by either party as authorized herein, and prior to refund of any deposits to

Buyer (if Buyer is entitled to any refund), Buyer will execute any documents requested by Seller to confirm that Buyer has no rights in or to the Property and that this transaction is terminated.

Buyer initials here:

22. POSSESSION, BUYER'S ACTIONS BEFORE CLOSE. AND RISK OF LOSS:

Buyer understands that s/he is not the legal owner of the Property and that possession of the Property shall remain exclusively with Seller until (a) all amounts due hereunder have been paid; (b) all instruments or papers required in connection with the completion of this transaction have been executed and delivered by Seller; (c) the deed from Seller is recorded; and (d) Closing occurs. Buyer shall not enter the Property prior to Closing or at any time enter any construction site within the Subdivision, nor suggest that or encourage any other persons to do so without Seller's prior approval. If pre-approved by Seller, Buyer may enter the Property solely to inspect same. Buyer agrees not to do or cause to be done any work or alteration of any nature whatsoever in or about the Property before the Closing. If Buyer, any member of Buyer's family or any other person at the request or suggestion or with the permission or knowledge of Buyer or any family member of Buyer ("invitee") (with or without said prior approval) enter the Property at any time before Closing, or come upon any construction site in the Subdivision at any time, Buyer and such other persons assume the risk of bodily injury while doing so. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM AND AGAINST ANY AND ALL PERSONAL INJURIES OR PROPERTY DAMAGE TO OR RESULTING FROM THE PRESENCE OR ACTIVITIES OF BUYER OR ANY SUCH INVITEE(S) ON THE PROPERTY PRIOR TO THE CLOSING OR AT OR NEAR ANY CONSTRUCTION SITE AT ANY TIME. Except as may be caused by Buyer's or any invitee's acts, omissions, or negligence (which shall be the sole and complete responsibility of Buyer), Seller shall assume the risk of loss or damage to the property by fire or other casualty until the Closing, at which time the risk of loss shall pass to Buyer.

Buyer initials here:

23. COMMISSIONS/FEEES AND BROKER REPRESENTATION

Except for any co-broker commission that Seller has agreed to in writing to pay to Buyer's licensed real estate agent/broker, Buyer represents and warrants that it has not dealt with any other agents, brokers, sales individuals, finders, or persons of any kind who will, might, or may make a claim for a commission or finder's fee in connection with this transaction and Buyer shall hold Seller harmless from and against any and all liability, responsibility, claims, losses, damages, costs, controversies, expenses, or attorneys' fees sustained or incurred by Seller resulting from Buyer's actions. No commission or fees of any type shall be paid or payable by Seller whatsoever if Closing does not occur for any reason whatsoever. The licensed brokerage company which has executed this Contract as provided below, and the licensed salespersons employed by such company, exclusively represent Seller in connection with this transaction, and do not represent or purpose to represent Buyer. This **SECTION 23** shall survive the Closing.

Buyer initials here:

24. ENTIRE AGREEMENT; NO ORAL CHANGES OR REPRESENTATION

It is a policy of Seller not to enter into any oral agreements or to ask any Buyer to rely on any oral representations concerning the Property, the Subdivision, or the surrounding area. The entire agreement between Buyer and Seller must be expressed in writing. Buyer, therefore, shall write in the blank space below any and all representations or promises which are not set out in this Contract, but which have been made by Seller or its purported agents or employees and upon which Buyer is relying in agreeing to purchase the Property, and if there are none Buyer shall so indicate.

NONE, unless otherwise described below.

Buyer acknowledges that there are no agreements, understandings, representations, or promises of any kind that have been made to induce the execution of this Contract or on which Buyer relies, except as set forth in writing in this Contract. No salesperson, broker, agent, representative, subcontractor, or employee of Seller has any authority to modify the terms of this section or to make any oral representation or agreement upon which Buyer may rely to modify, change, and delete or cancel any portion of this Contract. This Contract supersedes any and all prior understandings and agreements. This Contract may be amended or modified only by a written instrument executed by Buyer and Seller's authorized officer.

BUYER MAY CANCEL THIS CONTRACT FOR ANY REASON AND SHALL RECEIVE FULL REFUND OF EARNEST DEPOSIT UNTIL 3 DAYS AFTER CONTRACT ACCEPTANCE.

Buyer initials here:

25. ARBITRATION

IN THE EVENT ANY CONTROVERSY ARISING OUT OF THIS CONTRACT CANNOT BE SETTLED BY THE PARTIES, THE CONTROVERSY SHALL BE SUBMITTED TO ARBITRATION IN PHOENIX, ARIZONA, AND FOR THIS PURPOSE THE PARTIES EXPRESSLY CONSENT TO ARBITRATION IN PHOENIX, ARIZONA. IN THE EVENT THE PARTIES CANNOT MUTUALLY AGREE UPON AN ARBITRATOR AND PROCEDURE TO SETTLE THEIR CONTROVERSY WITHIN FIFTEEN (15) DAYS AFTER WRITTEN DEMAND BY ONE OF THE PARTIES FOR ARBITRATION, THEN THE CONTROVERSY SHALL BE ARBITRATED PURSUANT TO THE THEN-EXISTING RULES AND REGULATIONS OF THE AMERICAN ARBITRATION ASSOCIATION GOVERNING COMMERCIAL TRANSACTIONS. THE DECISION OF THE ARBITRATOR SHALL BE BINDING UPON THE PARTIES FOR ALL PURPOSES, AND JUDGMENT TO ENFORCE ANY BINDING DECISION MAY BE ENTERED IN SUPERIOR COURT, MARICOPA COUNTY, ARIZONA (AND FOR THIS PURPOSE EACH MEMBER EXPRESSLY AND IRREVOCABLY CONSENTS TO THE JURISDICTION OF THAT COURT). THE ARBITRATION SHALL BE CONDUCTED PURSUANT TO THE UNIFORM ARBITRATION ACT AS ADOPTED IN THE STATE OF ARIZONA AND THE THEN-EXISTING RULES AND REGULATIONS OF THE AMERICAN ARBITRATION ASSOCIATION GOVERNING CONSTRUCTION OR COMMERCIAL TRANSACTIONS, AS APPLICABLE, TO THE EXTENT SUCH RULES AND REGULATIONS ARE NOT INCONSISTENT WITH THE ACT OR THIS CONTRACT.

BUYER HAS READ ALL THE PAGES OF THIS CONTRACT, AND ALL EXHIBITS AND ADDENDA ATTACHED HERETO, AND AGREES TO BE BOUND BY ALL OF ITS TERMS AND PROVISIONS. BUYER MUST BE GIVEN A COPY OF THE PUBLIC REPORT OF THE ARIZONA DEPARTMENT OF REAL ESTATE PRIOR TO THE SIGNING OF THIS CONTRACT. BY SIGNING BELOW, BUYER ACKNOWLEDGES RECEIPT OF THE PUBLIC REPORT AND THAT BUYER HAS HAD AN OPPORTUNITY TO READ IT BEFORE SIGNING THIS CONTRACT.

Execution of this Contract by Buyer shall constitute only an offer to purchase the property. This

Contract, and any present or future addenda, supplements, or amendments hereto are not binding upon Seller until such documents, as required, are executed by Seller's authorized agent.

Buyer and Seller's sales representative has signed this Contract effective on the date at the beginning of this Contract. The sales representative has signed solely to acknowledge receipt of the Deposit described in **ITEM 2** above, subject to collection, and Buyer acknowledges that Seller's sales representative has no authority to bind or obligate Seller to the terms and conditions of this Contract.

Buyer initials here:

Thomas M. Gorr

Date:

Sarah E. Gorr

Date:

Approved and Accepted:

Seller: Capital West Homes E45 LLC

Contract Administrator Reviewed:

Date:

Authorized Seller Representative

Date:

Selling Broker

Date:



INVENTORY/SPEC HOME ADDENDUM

The following shall constitute an Addendum to, and become a part of, that certain Contract dated 2/2/22 by and between [Capital West Homes E45 LLC](#) as Seller, and [Thomas M. Gorr Sarah E. Gorr](#), as Buyer, pertaining to Lot 152, Plan [Eastmark Plan 3000](#), Elevation [Elevation B - Modern Prairie](#) and Color Scheme 07 in [Capital West Homes E45 LLC](#). Buyer acknowledges that the Home is a "spec home" or "model home" and, as such, the following shall apply:

- a) The Home may vary from the standard Builder construction specifications, model homes, or marketing collateral.
- b) **The Home is being sold "as built." The current options, upgrades and standard features selected to be or already constructed may not be able to be altered or changed. Some options, features, and finishes of the home may be unique to that home.**
- c) Any changes or additions to the Home requested by Buyer must be documented in writing or through a signed change order signed by Seller. **Be aware that some choices/changes/upgrades may not be available, may extend the building process, may extend the Closing Date, and additional charges may apply.**
- d) If the Home is not complete, Buyer has received a copy of the standard construction specification list and a copy of job modifications and is fully aware of what the Seller is including in the Total Purchase Price.
- e) Buyer is aware that products may vary from home to home, and samples may vary, due to normal differences in dye lots, production runs, etc. Wood used for cabinetry, interior trim, doors, etc., will all have variations in wood grain and color. Builder and Seller are not responsible for any color or wood grain variations. Likewise, with flooring materials, ceramic tile, vinyl, laminate and carpet, variations in color from the sample may exist. Builder and Seller are not responsible for variations within what is deemed "normal tolerance" as defined by Builder, Seller, manufacturer, and Arizona Registrar of Contractor standards.
- f) The Home shall be constructed to conform substantially to the plans and specifications that are set forth in this contract. Buyer hereby recognizes that minor changes may occur in the work, and agrees that as long as the Home is substantially the same as described therein and within accepted industry tolerance, minor deviations will be acceptable to Buyer. In the event of a conflict with the plans and specifications, the specifications shall constitute the agreement between the Builder and Buyer
- g) The provisions of this Inventory/Spec Home Addendum shall survive the Closing.

[Thomas M. Gorr](#)

Date:

[Sarah E. Gorr](#)

Date:

Approved and Accepted:

Seller: [Capital West Homes E45 LLC](#)

Authorized Seller Representative

Date:

Contract Administrator Reviewed:

Date:

capitalwesthomes.com

2915 E Baseline Rd, Ste 124, Gilbert, AZ 85234

support@capitalwesthomes.com

602.526.2322

DISCLOSURE STATEMENT
EASTMARK COMMUNITY FACILITIES DISTRICT NO. 1
(CITY OF MESA, ARIZONA)
(Special Assessment District 1)

DMB Mesa Proving Grounds LLC, a Delaware limited liability company ("**DMB**"), in conjunction with the City of Mesa, Arizona (the "**City**"), have established a community facilities district (the "**CFD**") within the planned community development known as Eastmark®. The CFD has financed and, in the future, will finance certain public infrastructure improvements, which will result in a property tax liability and a separate special assessment lien liability for each residential property owner in Eastmark.

HOW THE CFD WORKS

On April 2, 2012, the Mayor and Council of the City formed the CFD consisting of approximately 2,171 acres of land in Eastmark. An election was held on May 17, 2012, at which time the owners of the property within the CFD voted to authorize up to \$435,000,000 of *ad valorem* tax bonds to be issued over time by the CFD to finance the acquisition or construction of public infrastructure improvements benefitting principally land within the CFD. The proceeds of separate special assessment lien bonds will be used to finance acquisition or construction of public infrastructure improvements benefitting principally designated areas within the CFD. Such improvements have been or will be dedicated to the City upon acquisition or construction of such public infrastructure by the CFD. The City will operate and maintain such improvements.

WHAT WILL BE FINANCED?

The CFD has been established to finance, at the request of DMB, not more than \$350,000,000 in public infrastructure improvements within the CFD, including financing costs related to such improvements, through *ad valorem* tax bonds to be issued over the next twenty-five (25) years to finance the acquisition and construction of public infrastructure benefitting principally land within the CFD. The CFD issued \$3,250,000 of its General Obligation Bond Series 2014 on June 10, 2014 and \$6,800,000 of its General Obligation Bond Series 2015 on September 10, 2015.

In addition, a special assessment bond has been issued in the amount of \$2,712,000 to finance the acquisition of completed public infrastructure, consisting of roadway, sewer, water, storm drain, signage, street light, landscape and related improvements benefitting principally the land area depicted on Attachment 1 hereto ("**Assessment Area 1**"). The lot and residence for which this Disclosure Statement is provided is located in Assessment Area 1.

DMB may be reimbursed from CFD bond proceeds for eligible public infrastructure improvements for up to ten (10) years after the date of acceptance of such infrastructure by the City.

PROPERTY OWNERS' TAX AND ASSESSMENT LIABILITY

The obligation to retire the *ad valorem* tax bonds will become the responsibility of all property owners in the CFD through the payment of *ad valorem* property taxes collected by the Maricopa County Treasurer in addition to all other property tax payments. The CFD has levied a \$4.05 per

\$100.00 of net assessed limited property value tax rate for the District's current fiscal year 2015-2016 to provide for repayment of the *ad valorem* tax bonds. The CFD has also levied a \$0.30 per \$100.00 of net assessed limited property value tax rate to provide for the payment of certain administrative expenses and operation and maintenance of the public infrastructure improvements financed by the CFD ("O/M Tax").

Although the *ad valorem* tax rate levied by the CFD to retire the *ad valorem* tax bonds is not limited by law, beginning in fiscal year 2016-2017, the rate of the *ad valorem* tax is not expected to exceed a rate of \$3.85 per \$100.00 of net assessed limited property value for as long as any *ad valorem* tax bonds are outstanding. However, in the event of declining assessed values or significant delinquencies in the collection of *ad valorem* taxes, the *ad valorem* tax rate could increase above the rate that would generate the same levy as would have been generated under a rate of \$3.85 per \$100.00 of net assessed limited property value. **Accordingly, there can be no guarantee *ad valorem* tax rates will not be increased to provide for repayment of such *ad valorem* tax bonds in the future.**

The obligation to retire the special assessment bonds issued to finance the acquisition of the completed public infrastructure benefitting principally Assessment Area 1 will be the responsibility of all property owners in Assessment Area 1 through the collection of installments of assessment liens of \$3,500 per lot levied by the CFD. It is anticipated that such assessment lien will be collected by the Maricopa County Treasurer through its standard *ad valorem* property tax collection process.

IMPACT OF ADDITIONAL CFD PROPERTY TAX AND ASSESSMENTS

The following illustrates the estimated additional annual *ad valorem* tax liability imposed by the CFD, based on a range of residential values within Eastmark and a combined \$4.35 tax rate for the current fiscal year 2015-2016 (the \$4.05 tax rate to retire the *ad valorem* tax bonds plus the \$0.30 O/M Tax rate):

Assumed Value of Residence	Estimated Annual Additional CFD Tax Liability*
\$200,000	\$568
\$250,000	\$710
\$300,000	\$852
\$350,000	\$994
\$400,000	\$1,137
\$450,000	\$1,279
\$500,000	\$1,421
\$550,000	\$1,563

***Assumptions:**

1. Improved residential property assessment ratio will remain at 10%.
2. The estimated total *ad valorem* tax amount is computed by multiplying the \$4.35 per \$100 of assessed limited property value times the estimated limited tax rate of property value times the improved residential property assessment ratio. The actual limited property value is determined by the Maricopa County Assessor.

The estimated annual assessment lien liability imposed by the CFD in the Assessment Area, in addition to the *ad valorem* tax liability described above, is \$246.

Additional information regarding the description of public infrastructure improvements to be financed by the CFD, bond issue public disclosure documents and other documents and agreements (including a copy of this Disclosure Statement) are available for review in the City of Mesa City Clerk's office.

Your signature below acknowledges that you have read this Disclosure Statement at the time you made your decision to purchase property at Eastmark and signed your purchase contract and that you understand the property you are purchasing will be taxed and separately assessed to pay the CFD bonds described above and issued in the future and taxed to pay the CFD operation, administration and maintenance expenses.

Thomas M. Gorr

Date:

Sarah E. Gorr

Date:

Contract Administrator Reviewed:

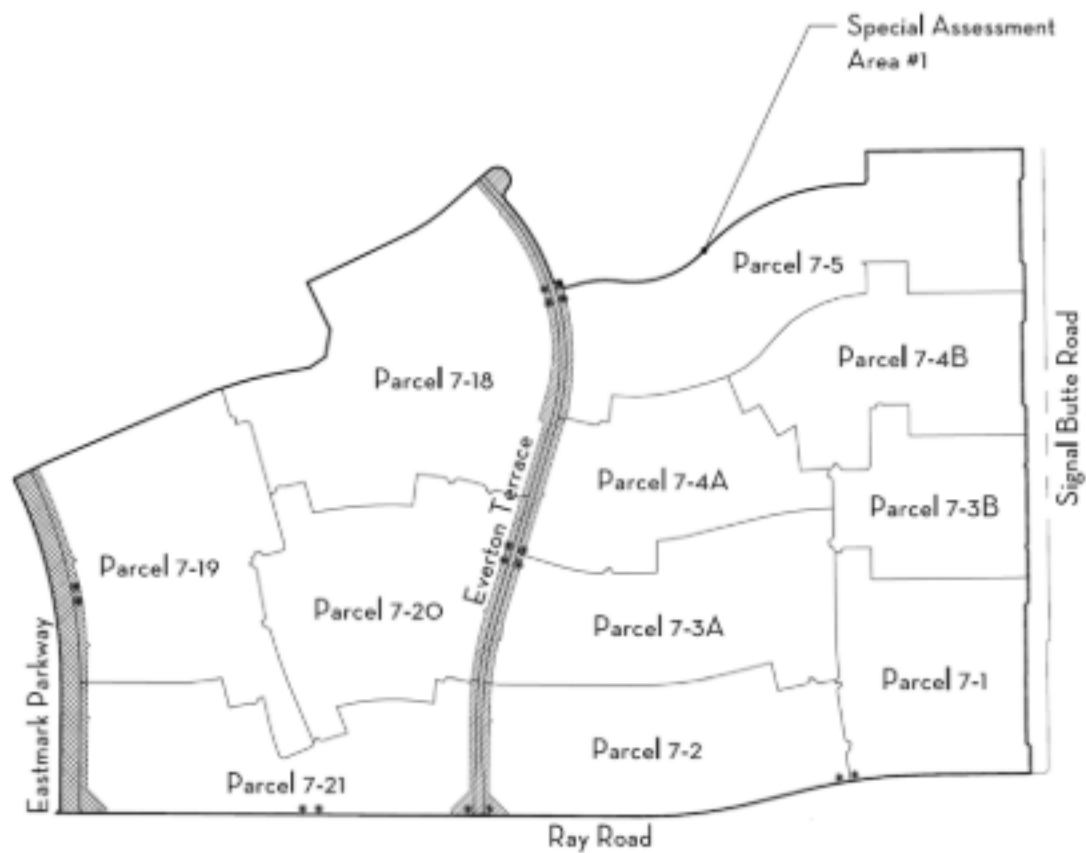
Date:

Builder Name: Capital West Homes E45 LLC

Parcel No.: 00004-152

Lot No.: 152

**UPON EXECUTION, MAIL DIRECTLY TO:
CFD DISTRICT CLERK, CITY OF MESA
20 E. MAIN STREET
MESA, AZ 85201**



BUYER(S) ACKNOWLEDGMENT OF RECEIPT

The undersigned represent that I/we have read and understand the matters set forth in this Disclosure dated July 31, 2021, and have received a copy for my/our records. I/we acknowledge and agree that I/we are solely responsible to make certain that I/we understand the contents of this Disclosure and will take whatever steps are necessary to do so, including without limitation, consulting an attorney, interpreter, engineer, or any other person whose advice or assistance may be necessary to fully understand the matters set forth herein. I/we acknowledge and agree that I/we have considered the possible effect of such matters in my/our decision to purchase a new or resale home in the Community. I (We) also realize that it contains important information affecting my (our) rights and obligations and I (we) have familiarized myself (ourselves) with its contents to my (our) satisfaction.

DATE:

Buyer: [Thomas M. Gorr](#)
[4663 E. Olney Ave.](#)
[Gilbert, AZ 85234](#)
tomgorr3@gmail.com
[\(630\) 267-5896](#)

BUYER'S SIGNATURE: _____

Co-Buyer: [Sarah E. Gorr](#)
[4663 E. Olney Ave.](#)
[Gilbert, AZ 85234](#)
gorr4663@gmail.com
[\(630\) 528-7086](#)

CO-BUYER'S SIGNATURE: _____

NAME OF BUILDER: [Capital West Homes E45 LLC](#)

PROPERTY ADDRESS: [9646 E Ripple Dr, Mesa, AZ 85212](#)

LOT NUMBER: [152](#)

PARCEL NO.: [00004-152](#)

(BUYER'S COPY – RETAIN FOR YOUR RECORDS)

Contract Administrator Reviewed:

Date:

(Eastmark)

**FINANCE ADDENDUM (Mortgaged Buyer)**

The following shall constitute an Addendum to, and become a part of, that certain Contract dated 2/2/22 by and between Capital West Homes E45 LLC as Seller, and Thomas M. Gorr Sarah E. Gorr, as Buyer, pertaining to Lot: 152, Plan: Eastmark Plan 3000, Elevation: Elevation B - Modern Prairie and Color Scheme 07 from Capital West Homes E45 LLC.

MORTGAGE LENDER Buyer will obtain financing from:

Company Name: Signature Home Loans

Company Address: 1599 E Oranewood Ave. #200
Phoenix, AZ 85020

Loan Officer: Colleen Cutler

E-Mail: [REDACTED]

Office Phone:

Type of Financing: Conventional

PREFERRED LENDER INCENTIVE

Seller offers an incentive up to: [\$0.00] when the buyer(s) use one of our preferred lenders. *This total amount is a combination of seller and preferred lender contribution.* Buyer(s) understand and agree that by using any lender OTHER than SELLER's preferred lender that the Buyer(s) waive any incentive offered.

INTEREST RATE LOCKS

BUYER UNDERSTANDS THAT INTEREST RATES FLUCTUATE ACCORDING TO MARKET CONDITIONS. IT IS THE BUYER'S RESPONSIBILITY TO NEGOTIATE WITH THE LENDER TO OBTAIN ANY INTEREST RATE LOCK. SELLER ASSUMES NO RESPONSIBILITY FOR BUYER'S SELECTION OF LENDER, TYPE OF LOAN, OR DECISIONS REGARDING INTEREST RATE LOCKS.

IMPORTANT INFORMATION ON CLOSING PROCEDURES

Keys to the Property will not be released until close of escrow has occurred and has been acknowledged by the Title Company, AND NO EARLIER THAN 4:00 PM THE DAY OF CLOSING. Under normal circumstances, this should be accomplished 24 to 48 hours after loan documents are signed (for financed purchasers). All closing costs to be paid in accordance with the Contract.

Buyer acknowledges that at the Closing, all closing funds must be in the form of CERTIFIED FUNDS acceptable to the title company.

Thomas M. Gorr

Date:

Sarah E. Gorr

Date:

capitalwesthomes.com

2915 E Baseline Rd, Ste 124, Gilbert, AZ 85234

support@capitalwesthomes.com

602.526.2322



Approved and Accepted:

Seller: [Capital West Homes E45 LLC](#)

Contract Administrator Reviewed:

Date:

Authorized Seller Representative

Date:

Selling Broker

Date:

capitalwesthomes.com

2915 E Baseline Rd, Ste 124, Gilbert, AZ 85234

support@capitalwesthomes.com

602.526.2322



DISCLOSURE ADDENDUM

Date:

Community: [Capital West Homes E45 LLC](#)Lot No.: [152](#)Plan: [EM3000](#)Elevation: [Elevation B - Modern Prairie](#)Color Scheme: [07](#)Garage Orientation: [R](#)Homesite Address: [9646 E Ripple Dr, Mesa, AZ 85212](#)Buyer: [Thomas M. Gorr](#)Buyer: [Sarah E. Gorr](#)

1. Interest rates, points, impound and closing costs are charged by the lender and the title company, not the Seller or sales representative. Only the Lender can lock points and interest rates. BUYER may lock points and interest rate with lender, at the BUYER'S sole risk. If Sales Representative quotes any charges, it is an estimate for informational purposes only. Sales Representative is not responsible for the final exact amount of these items.
2. Please complete your LENDER and CARPET & TILE appointments within 14 business days.
3. We are sorry, but we will not consider any changes on your home after 21 days from acceptance of the Purchase Contract.
4. Due to the many items discussed during the purchase of a home, it is the BUYER'S responsibility to make sure that all the options you want are on the contract. Any changes to the standard home must be in writing. The Sales Representative is not responsible to remember your specific options.
5. Your sales representative is your "builder liaison." Please communicate with Superintendents and anyone at the Builder's office through your Sales Representative.
6. Weekends are critical for your Sales Representative. Please try to schedule meetings on weekdays whenever possible.
7. It is the BUYER'S responsibility to inform the Seller, in writing, to the corporate office any address or phone number changes.
8. BUYER and/or their subcontractors are not permitted to work on the home until after close of escrow.
9. A construction site is a HAZARDOUS place. If the BUYER visits the site during construction, they do so at their own risk. Buyers agree to hold the builder harmless and waive any right to sue the builder if they should be injured in any way while visiting the site. OSHA requires visitors to wear hard hats. BUYER agrees to abide by OSHA requirements while on site.
10. BUYER(S) acknowledge that neither the Seller nor its representative have made any claims or representations in regard to adjacent or nearby property. This includes any representations relative to views that may be available from the subject property. In the event that there are designated open spaces, lakes, golf courses, or other recreational areas within the subdivision or the master plan, the Seller makes no representations, including any relative views, other than what may be contained in the applicable recorded covenants, conditions, and restrictions.
11. All dimensions, building setbacks, building "footprints", walkways, and driveway locations are approximate.
12. Any lot may contain an electrical transformer, street light, fire hydrant, telephone junction box, cable TV junction box, or mail box.

Buyer initials here:

capitalwesthomes.com

2915 E Baseline Rd, Ste 124, Gilbert, AZ 85234

support@capitalwesthomes.com

602.526.2322



13. BUYER understands that the lot has been or will be graded by SELLER to drain in accordance with a city/county approved grading and drainage plan. Any future construction in the lot by the BUYER (i.e. pools, spas, landscaping, etc.) can, if not correctly engineered, disrupt the drainage and cause flooding. SELLER is responsible for the drainage of the lot as delivered to BUYER at closing in accordance with the grading and drainage plan. Any subsequent changes in grade or soils condition that cause water drainage or flooding, and any damages or losses resulting there from, shall be the BUYER'S sole responsibility, and BUYER releases SELLER and its agents and employees from any liability and/or damages which may arise from the same.
14. Fence heights will vary depending on the terrain. Fence and gate locations on any drawing are approximate. Further, BUYER understands that fences provided by SELLER are privacy walls and are NOT structural or retaining walls. SELLER assumes no responsibility if BUYER uses privacy fences for drainage control, retaining, or backfilling.
15. SELLER makes no representation as to the actual date of completion of the home. SELLER will not be responsible for any inconveniences, loss, or expense to BUYER resulting from delays in construction completion. As a courtesy, SELLER may provide an estimated completion date. This is NOT a guaranteed date.
16. A completed home may be subject to certain "punch list" or "walk-thru" items that require additional work. If the home is "livable," the existence of such "punch list" items shall not entitle BUYER to cancel contract, withhold funds at closing, or delay closing. SELLER SHALL REMEDY "WALK-THRU" ITEMS WITHIN A REASONABLE PERIOD OF TIME.
17. BUYER understands they will not be given the keys to the home until (a) the loan has funded and recording has occurred (The funding and recording process can take up to 48 hours after the BUYER has signed closing documents and paid all final funds) & (b) the Seller has presented the home to the BUYER with the completion of the final walk-thru.

SELLER DISCLOSURES AND BUYER ACKNOWLEDGEMENT OF RECEIPT

1. **EARNEST DEPOSIT** – Prospective purchasers are advised that earnest money deposits, down payments, and other advanced money will not be placed in a neutral escrow. This money will be paid directly to the seller and may be used by the seller. This means the purchaser assumes a risk of losing the money if the seller is unable or unwilling to perform under the terms of the purchase contract. Earnest deposits are nonrefundable unless buyer is unable to qualify for a loan as described in the Purchase Contract Section 3.
2. **LATE CHARGE POLICY** – Buyer(s) acknowledges there will be NO authorized changes to the options and specifications of the home after the "Start Order" has been issued to the construction department and/or subcontractors. Should buyer(s) request a change that the Authorized Seller Representative approves, the buyer(s) understands that there will be a \$250 upfront, nonrefundable late fee charge, PER ITEM, paid at the time the request is made. This fee is in addition to the cost of the change. If the request is not possible the fee will be refunded.
3. **LENDER CHANGE FEE** – After Buyer has been notified of the Closing date via the Closing Letter, Buyer may not change Lenders without Seller written approval, and if approved, Buyer shall incur a Lender Change Fee of \$2000, in addition to the remedies in Section 6 and Section 16.
4. **CUSTOM PRICE REQUEST** – should the buyer(s) request pricing on an item(s) that is not offered as an option, buyer(s) shall pay an upfront fee of \$250 per request form. This fee is in addition to the cost of the change. This is a nonrefundable fee.

Buyer initials here:

capitalwesthomes.com

2915 E Baseline Rd, Ste 124, Gilbert, AZ 85234

support@capitalwesthomes.com

602.526.2322



5. NON-CONTINGENT SALE - Buyer(s) hereby acknowledge that this sale is a non-contingent purchase. If buyer(s) are unable to sell their current home, buyer(s) agree to rent their home if required to qualify for this purchase.
6. VIEW FENCING – Buyer(s) hereby acknowledge that there will be view fencing on some lots in the community. Buyer(s) have reviewed the view fencing locations and styles with their salesperson and have determined if there will be view fencing on their lot. If applicable, buyer(s) accept view fencing.
7. ALL INCENTIVES ARE CONTINGENT ON BUYER(S) USING THE SELLERS PREFERRED LENDER.
8. FENCE RETURN AND GATE LOCATION – Buyer(s) understand that the standard fence return and gate location is just in front of the garage service door. Actual locations are determined by the construction department and are influenced by various factors including meter locations, windows, and/or Municipal requirements. Buyers may not specify the exact fence return location. All gates are installed to swing out towards the street.

Thomas M. Gorr

Date:

Sarah E. Gorr

Date:

Approved and Accepted:

Seller: Capital West Homes E45 LLC

Authorized Seller Representative

Date:

capitalwesthomes.com

2915 E Baseline Rd, Ste 124, Gilbert, AZ 85234

support@capitalwesthomes.com

602.526.2322

**NO CHANGE POLICY**

Date:

Community: [Capital West Homes E45 LLC](#)Lot No.: [152](#)Plan: [EM3000](#)Elevation: [Elevation B - Modern Prairie](#)Color Scheme: [07](#)Garage Orientation: [R](#)Homesite Address: [9646 E Ripple Dr, Mesa, AZ 85212](#)Buyer: [Thomas M. Gorr](#)Buyer: [Sarah E. Gorr](#)

Because SELLER is a production builder with competitive production prices, it is necessary that Seller has a policy of NO changes once the second and final start order has been submitted to the corporate office. In order to minimize any potential costly errors and/or delays in construction, all start orders are processed immediately. Because initial start orders include all major structural changes and exterior color selections as a minimum, it is not possible to delete any items from a start order. This means that whether a home start is ordered by a customer or a "Sales Agent," the second and final start order for a home can only include additions to the original start order, if allowable.

SELLER provides every homeowner with an extensive "Options Specification Worksheet" at the time of the drafting of the initial purchase agreement. Your sales consultant will guide you as to what options can be added to your new home, if any. In some cases a home is complete or nearing completion and no further additions or alterations can be made. It is BUYER'S responsibility to carefully review this list of options and upgrades.

In many instances a buyer has the opportunity to visit an outside "Design Center" in order to select floor coverings, cabinets, countertops, and occasionally other incidentals that help make a house your home. Because all appointments with a design professional must be scheduled in advance, and because these appointments can last from one to several hours, ANY changes made to items selected by a customer at the design center must be approved by SELLER and are subject to a non-mortgageable, non-refundable \$500.00 change fee, IF accepted by Seller. Your "Design Center" appointment, if any, MUST be completed prior to your second and final construction start meeting with your sales consultant.

[Thomas M. Gorr](#)

Date:

[Sarah E. Gorr](#)

Date:

Approved and Accepted:Seller: [Capital West Homes E45 LLC](#)

 Authorized Seller Representative

Date:

capitalwesthomes.com

2915 E Baseline Rd, Ste 124, Gilbert, AZ 85234

support@capitalwesthomes.com

602.526.2322



LIMITED HOME WARRANTY

This Limited Home Warranty is extended by the Builder:

Capital West Homes E45 LLC, Lot 152: The General Contractor for the construction of the Home sold to Buyer is CWHD Contracting LLC, an Arizona limited liability company, contractor license number 325378.

To the following individual(s):

Thomas M. Gorr Sarah E. Gorr ("Buyer") who is (are) the original Buyer(s) of the residence located at the following address: 9646 E Ripple Dr, Mesa, AZ 85212 (referred to in this agreement as the "Home"):

This limited home warranty excludes consequential damages, limits the duration of implied warranties to one year, and provides for liquidated damages. This limited home warranty begins on the day of close of escrow.

1. What is Covered by the Warranty

The Builder warrants that all construction related to the Home substantially conforms with the plans, specifications and change orders for the Home. Builder warrants that during the first 30 days after the Buyer moves in, Builder will adjust or correct any minor defects, omissions, or malfunctions, such as missing equipment or hardware; sticking doors, drawers, and windows; dripping faucets; and other minor malfunctions reported by the Buyer upon inspection of the property.

Within **one year** from the date of Closing or occupancy by the Buyer, whichever occurs first, the Builder will repair or replace, at the Builder's option, any latent defects in material or workmanship by the standards of construction relevant in the city in which the Home is located. A latent defect is defined as one which was not apparent at the time of occupancy. The Buyer agrees to accept a reasonable match in any repair or replacement in the event the original item is no longer available.

2. What is Not Covered

This limited warranty does **not** cover any of the following items:

- Damage resulting from fires, floods, storms, electrical malfunctions, accidents, or acts of God.
- Damage from alteration, misuse, abuse or failure to maintain the covered items by any person.
- Damage resulting from the Buyer's failure to observe any operating instructions furnished by the Builder at the time of installation or close of escrow, whichever occurs last.
- Damage resulting from a malfunction of equipment or lines of the telephone, gas, power, or water companies.
- Any items listed as "Non-Warrantable Conditions" on the list that is incorporated into this Agreement. The Buyer acknowledges receipt of the list of "Non-Warrantable Conditions."
- Any item furnished or installed by the Buyer.

Buyer initials here:

capitalwesthomes.com

2915 E Baseline Rd, Ste 124, Gilbert, AZ 85234

support@capitalwesthomes.com

602.526.2322



Any appliance, piece of equipment, or other item that is a consumer product for the purposes of the Magnuson-Moss Warranty Act, 15 U.S.C. Sec. 2301 et seq., installed or included in the Home. The only warranties of items listed below are those that the manufacturer provides to the Buyer, your home may not contain all items:

Roofing	Doors	Floor Coverings	Plumbing Fixtures
Kitchen appliances	Ovens	Windows	Heating Equipment
Mixer	Stove/Cooktop	Water Heater	Cooling Equipment
Brick/Stone Veneer	Sinks	Garbage Disposer	Sewer Grinder Pump
Refrigerator	Siding	Light Fixtures	Other 3 rd Party Appliances
Microwave	Solar Panels	Energy Storage Systems	

BUYER IS RESPONSIBLE FOR REGISTERING, OR ENSURING REGISTRATION WAS COMPLETED ON ALL CONSUMER OR MANUFACTURED PRODUCTS THAT REQUIRES REGISTRATION, INCLUDING BUT NOT LIMITED TO, REGISTERING FOR EXTENDED WARRANTIES.

BUYER INITIALS /

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

3. Remedies and Limitations

The Buyer understands that the sole remedies under this Limited Warranty Agreement are repair and replacement as set forth herein. With respect to any claim whatsoever asserted by the Buyer against the Builder, the Buyer understands that he will have no right to recover or request compensation for, and the Builder shall not be liable for any: incidental, consequential, secondary, or punitive damages;

Damages for aggravation, mental anguish, emotional distress, or pain and suffering; nor Attorney's fees or costs.

The Builder hereby limits the duration of all implied warranties, including the implied warranties of fitness of purpose, habitability, and workmanlike construction to **one year** from the date of Closing or the date of occupancy, whichever occurs first. These limitations shall be enforceable to the fullest extent permitted by Arizona law. Some states do not allow the exclusion or limitation of incidental or consequential damages or the limitation of implied warranties, so the limitations or exclusions listed above may not apply.

4. How to Obtain Service

If a problem develops during the warranty period, the Buyer must notify the Builder in writing* of the specific problem and any proposed action. The written statement of the problem should include the Buyer's name, address, telephone number, and a description of the nature of the problem. Upon receipt of such written notice, the Builder will begin performing the obligations under this warranty within a reasonable time of the Builder's receipt of such a request and will diligently pursue these obligations. *Repair work will be done during Builder's normal working hours.* The Buyer agrees to provide the Builder or Builder's representative access to the house and

Buyer initials here:

capitalwesthomes.com

2915 E Baseline Rd, Ste 124, Gilbert, AZ 85234

support@capitalwesthomes.com

602.526.2322



the presence, during the work, of a responsible adult with the authority to approve repair and sign a work order completion form upon completion of the repair. *Note: Specific contact information for the Customer Care department will be disclosed to you prior to close of escrow.

5. Specific Legal Rights

This limited warranty gives the Buyer specific legal rights but the Buyer may also have other rights under state laws, which vary from state to state.

6. This Agreement is the Only Warranty Given by the Builder

Buyer acknowledges: (a) that the Buyer has thoroughly examined the Property to be conveyed, (b) that the Buyer relies solely on the Buyer's judgment in signing this limited warranty, and (c) that the Builder has made no guarantees, warranties, understandings, or representations (nor have any been made by any representatives of the Builder) which are not set forth in this Limited Warranty Agreement.

7. Dispute Resolution.

ANY CONTROVERSY OR CLAIM WHICH ARISES OUT OF OR RELATES TO THIS LIMITED WARRANTY OR WHICH OTHERWISE RELATES TO THE CONSTRUCTION OF THE HOME OR SUBDIVISION SHALL BE SUBJECT TO THE DISPUTE RESOLUTION PROCEDURES SET FORTH IN THE CONTRACT.

Statement of Non-Warrantable Conditions

This document lists the conditions of the Home which are **not** covered by the Builder's warranties given to the Buyer. This document further explains some of the changes and need for maintenance that may occur in a new home over the first year or so of occupancy.

A home requires more maintenance and care than most products because it is made of many different components, each with its own special characteristics. The Buyer understands that like other products made by humans, a house is not perfect. It will show some minor flaws and unforeseeable defects, and it may require some adjustments and touching up.

As described in the Limited Warranty provided to the Buyer of which this statement of "Non-Warrantable Conditions" is made a part, the Builder will correct certain defects that arise during defined time periods after construction is completed not exceeding one year. Other items that are not covered by the Builder's warranty may be covered by separate manufacturer's warranties.

Some conditions, including (but not limited to) those listed in this statement of non-warrantable conditions, are not covered under the Builder warranties. **The Buyer should read these conditions carefully and understand that the Builder is not obligated to correct certain types of problems that may occur in the Buyer's new house.** These guidelines will alert the Buyer to certain types of maintenance (a) that are the responsibility of the Buyer and (b) that could lead to problems if they are neglected.

Buyer initials here:

capitalwesthomes.com

2915 E Baseline Rd, Ste 124, Gilbert, AZ 85234

support@capitalwesthomes.com

602.526.2322



The following list outlines some of the conditions that are **not warranted** by the Builder. The Buyer should be sure to understand this list. If the Buyer has any questions, the Buyer should ask the Builder and feel free to consult an attorney or other professional **before** signing the acknowledgement at the end of this document.

- 1. Concrete.** Concrete foundations, walks, and patios can develop hairline cracks that do not affect the structural integrity of the building. These cracks are caused by characteristics of expansion and contraction. No method of eliminating these cracks exists. This condition does not affect the strength of the building.
- 2. Paver Surfaces.** Pavers by design are a permeable surface and may shift and move overtime or after certain weather events. Some movement is to be expected and is considered normal. Owner will be responsible for ongoing maintenance of paved surfaces. Paved driveways are only intended to withstand the normal traffic of typical personal vehicles that weigh less than 8,000 lbs. Builder and Builder hereby advise Owner to avoid using the driveways for heavier vehicles, RVs, or other commercial vehicles.
- 3. Masonry & Stucco.** Masonry, mortar and stucco can develop cracks from shrinkage of the materials. This condition does not affect the strength of the building.
- 4. Wood.** Sometimes wood will check, crack or "spread apart" because of the drying out process. This condition is most often caused by the heat inside the house or the exposure to the sun on the outside of the house. This condition is considered normal, and the homeowner is responsible for any maintenance or repairs resulting from it.
- 5. Sheetrock or Drywall.** Sheetrock or drywall will sometimes develop nail pops or settlement cracks. These nail pops and settlement cracks are a normal part of the drying out process. These items can easily be handled by the homeowner with spackling during normal redecorating.
- 6. Floor Squeaks.** After extensive research and writing on the subject, technical experts have concluded that much has been tried but that little can be done about floor squeaks. Generally, floor squeaks will appear and disappear over time with changes in the weather.
- 7. Floors.** Floors are not warranted for damage caused by neglect or the incidents of use. Wood, tile, vinyl and carpet all require maintenance. Floor casters are recommended to prevent discoloration. Carpet has a tendency to loosen in damp weather and will stretch tight again in dryer weather.
- 8. Caulking.** Exterior caulking and interior caulking in bathtubs, shower stalls and ceramic tile surfaces will crack or bleed somewhat in the months after installation. These conditions are normal and should not be considered a problem. Maintenance or repairs resulting from them are the homeowner's responsibility.
- 9. Broken Glass.** Any broken glass or mirrors that are not noted by the Buyer on the final inspection form are the responsibility of the Buyer.
- 10. Stained Wood.** All items that are stained will normally have a variation of colors because of the different texture of the woods. Because of weather changes, doors that have panels will sometimes dry out and leave a small space of bare wood. These normal conditions should not be considered defects.

Buyer initials here:

capitalwesthomes.com

2915 E Baseline Rd, Ste 124, Gilbert, AZ 85234

support@capitalwesthomes.com

602.526.2322



11. Paint. Good quality paint has been used internally and externally on this home. Nevertheless, exterior paint can sometimes crack or check. The source of this defect is most often something other than the paint. To avoid problems with the paint, Buyers should avoid allowing lawn sprinklers to hit painted areas, and so on. Buyers should also not scrub latex-painted inside walls and be careful of newly painted walls as they move furniture. The best paint will be stained or chipped if it is not cared for properly. Any defects in painting that are not noted at final inspection are the responsibility of the Buyer.

12. Cosmetic Items. The Buyer has not contracted with the Builder to cover ordinary wear and tear or other occurrences subsequent to construction that affect the condition of features in the home. Chips, scratches, or mars in tile, woodwork, walls, porcelain, brick, mirrors, plumbing fixtures, marble and Formica tops, lighting fixtures, kitchen and other appliances, doors, paneling, siding, screens, windows, carpet, vinyl floors, cabinets, and the like that are not recognized and noted by the Buyer at the final inspection are non-warrantable conditions, and the upkeep of any cosmetic aspects of the home are the Buyer's responsibility.

13. Plumbing. Dripping faucets, toilet adjustments, and toilet seats are covered by the Builder's warranty for a 30 day period only. After that, they are the Buyer's responsibility. If the plumbing is stopped up during the warranty period and the person servicing the plumbing finds foreign materials in the line, the Buyer will be billed for the service.

14. Alterations to Grading. The Buyer's lot has been graded to ensure proper drainage away from the home. Should the Buyer wish to change the drainage pattern because of landscaping, installation of patio or service walks, or other reasons, the Buyer should be sure a proper drainage slope is retained. The Builder assumes no responsibility for the grading or subsequent flooding or stagnant pool formation if the established pattern is altered.

15. Lawn and Shrubs. The Builder accepts no responsibility for the growth of grass or shrubs. Once the Builder grades and installs landscaping (if any), the Buyer must water and spread ground cover to prevent erosion. The Builder will not re-grade a yard, nor remove or replace any shrubs or trees, except for those that are noted as diseased at final inspection.

16. Roof Damage. The warranty on the Buyer's roof is the manufacturer's warranty which covers only the material and which is prorated over the period of the lifetime use of the roof. Warranty claims for any defects in materials will be handled with the manufacturer with the Builder's assistance. The Builder will not be responsible for any damages caused by walking on the roof or by installing a television antenna, satellite dish, or other item on the roof.

17. Heating and Air-Conditioning. The Buyer's source of heating and air-conditioning is covered by a manufacturer's warranty. The Buyer is responsible for making sure the filters are kept clean and changed on a 30-day basis. Failure to do so may void the warranty. Having the equipment serviced or checked at least yearly is a good idea.

RECEIPT FOR LIMITED HOME WARRANTY DOCUMENTS

Buyer acknowledges that they have received the following Home Buyer's Warranty Documents and agree to the terms of each. New Home Limited Warranty & Statement of Non-Warrantable Conditions. 4 pages total.

Buyer initials here:

capitalwesthomes.com

2915 E Baseline Rd, Ste 124, Gilbert, AZ 85234

support@capitalwesthomes.com

602.526.2322



Buyer:

Thomas M. Gorr

Date:

Sarah E. Gorr

Date:

Builder:

Authorized Builder Representative

Date:

capitalwesthomes.com

2915 E Baseline Rd, Ste 124, Gilbert, AZ 85234

support@capitalwesthomes.com

602.526.2322



HOMEOWNERS ASSOCIATION DOCUMENT RECEIPT

Buyer(s) acknowledge receipt of a copy of the following Homeowners Association information for above referenced community:

- Declaration of Covenants Conditions and Restrictions, Articles of Incorporation and By-Laws
- Master Disclosure Statement
- Communities Facilities District Disclosure (if applicable)

Buyer(s) agree and acknowledge that the owners of the Property are obligated to comply with all of the terms and provisions of these documents, including, but not limited to, payment of assessments and compliance with architectural control provisions as may be stated within the documents.

The current **Monthly** assessment for this homesite in the above referenced community is: **100.00**.

Buyer(s) understand(s) that this amount is in addition to transfer fees and reserve fees, if applicable, at close of escrow and to the monthly mortgage payments.

Thomas M. Gorr

Date:

Sarah E. Gorr

Date:

Approved and Accepted:

Seller: **Capital West Homes E45 LLC**

Authorized Seller Representative

Date:

capitalwesthomes.com

2915 E Baseline Rd, Ste 124, Gilbert, AZ 85234

support@capitalwesthomes.com

602.526.2322



**CAPITAL WEST
HOMES**

HOME INSPECTION DISCLOSURE

CAUTION

U.S. Department of Housing
and Urban Development
Housing Assistance Administration



Form HUD-900A (Rev. 10/2015)
Page 4 of 4 (4/2016)

For Your Protection: Get a Home Inspection

Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- ✓ Evaluate the physical condition, structure, construction, and mechanical systems;
- ✓ Identify items that need to be repaired or replaced; and
- ✓ Estimate the remaining useful life of the major systems, equipment, structure, and finishes.

Appraisals are Different from Home Inspections

An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. An appraisal is required to:

- ✓ Estimate the market value of a house;
- ✓ Make sure that the house meets FHA minimum property standards/requirements; and
- ✓ Make sure that the property is marketable.

FHA Does Not Guarantee the Value or Condition of your Potential New Home

If you find problems with your new home after closing, FHA can not give or lend you money for repairs, and FHA can not buy the home back from you. That is why it is so important for you, the buyer, to get an independent home inspection. Ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

Radon Gas Testing

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the toll-free National Radon Information Line at 1-800-542-Radon or 1-800-762-7236. As with a home inspection, if you decide to test for radon, you may do so before signing your contract, or you may do so after signing the contract as long as your contract states the sale of the home depends on your satisfaction with the results of the radon test.

Be an Informed Buyer

It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You may arrange to do so before signing your contract, or may do so after signing the contract as long as your contract states that the sale of the home depends on the inspection.



HUD-900A (Rev. 10/2015)



CAUTION

Thomas M. Gorr

Date:

Sarah E. Gorr

Date:

Approved and Accepted:

Seller: **Capital West Homes E45 LLC**

Authorized Seller Representative

Date:

capitalwesthomes.com

2915 E Baseline Rd, Ste 124, Gilbert, AZ 85234

support@capitalwesthomes.com

602.526.2322



GRADING & DRAINAGE DISCLOSURE ADDENDUM

Date:
Community: [Capital West Homes E45 LLC](#)
Lot No.: [152](#)
Plan: [EM3000](#)
Elevation: [Elevation B - Modern Prairie](#)
Color Scheme: [07](#)
Garage Orientation: [R](#)
Homesite Address: [9646 E Ripple Dr, Mesa, AZ 85212](#)
Buyer: [Thomas M. Gorr](#)
Buyer: [Sarah E. Gorr](#)

The Lot has been or will be graded by Seller to drain in accordance with the city/county approved grading and drainage plan and industry standards. Future construction (including fences, patios, decks, pools, spas, and landscaping) on, or grading, landscaping, or excavation of the Lot by the Buyer could disrupt drainage and/or retention and/or cause flooding or for water to pond if not correctly engineered and **BUYER WILL BE SOLELY RESPONSIBLE**. Seller is not responsible for and does not warrant concrete that has cracked because of over-watering near a house, walls, or driveway and has caused settling. Fences constructed by Seller and provided to Buyer are privacy walls only and are not structural or retaining walls and Seller will have no liability or responsibility for the consequences if Buyer attempts to use any fence for drainage control, retention, or backfilling. Buyer also understands, acknowledges, and agrees that if Buyer desires to do any grading, construction, or any other work on the Property after closing, Buyer shall first obtain all necessary approvals, permits, and licenses required for such work.

Careful consideration must be given to drainage when you are planning or installing your landscaping. Avoid planting any vegetation against your home's foundation, walks, or patios or driveways. Avoid directing the flow of your sprinklers toward the foundation, walks, patios, and driveways as well. Please understand that if you fail to follow the above recommendations and your Home, Property, or the house and/or property of others is damaged as a result, you will be responsible for whatever damage occurs. Capital West Homes will not be responsible under such circumstances.

[Thomas M. Gorr](#)

Date:

[Sarah E. Gorr](#)

Date:

Approved and Accepted:Seller: [Capital West Homes E45 LLC](#)

Authorized Seller Representative

Date:

capitalwesthomes.com

2915 E Baseline Rd, Ste 124, Gilbert, AZ 85234

support@capitalwesthomes.com

602.526.2322



MOLD DISCLOSURE ADDENDUM

The following shall constitute an Addendum to, and become a part of, that certain Contract dated 2/2/22 by and between Capital West Homes E45 LLC as Seller, and Thomas M. Gorr Sarah E. Gorr, as Buyer, pertaining to Lot 152, Plan Eastmark Plan 3000, Elevation Elevation B - Modern Prairie and Color Scheme 07 from Capital West Homes E45 LLC. The purpose of this Addendum is to provide information to Buyer regarding mold and to obtain from Buyer an agreement regarding the release of liability by Buyer of Seller in connection with mold caused by the action or inaction of Buyer.

WHAT HOMEOWNERS SHOULD KNOW ABOUT MOLD

Mold. Lately, mold has been in the news. Mold is a type of fungus. It occurs naturally in the environment and it is necessary for the natural decomposition of plant and other organic material. It spreads by means of microscopic spores borne on the wind, and is found everywhere life can be supported. Residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in your home. Most homeowners are familiar with mold growth in the forms of bread mold, and mold that may grow on bathroom tile.

In order to grow, mold requires a food source. This might be supplied by items found in the home, such as fabric, carpet or even wallpaper, or by building material, such as drywall, wood and insulation, to name a few. Also, mold growth requires a temperate climate. The best growth occurs at temperatures between 40 degrees Fahrenheit and 100 degrees Fahrenheit. Finally, mold growth requires moisture. Moisture is the only mold growth factor that can be controlled in a residential setting. By minimizing moisture, a homeowner can reduce or eliminate mold growth.

Moisture in the home can have many causes. Spills, leaks, overflows, condensation, and high humidity are common sources of home moisture. Good housekeeping and home maintenance practices are essential in the effort to prevent or eliminate mold growth. If moisture is allowed to remain on the growth medium, mold can develop.

Consequences of Mold. All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat and headache. Individuals with suppressed immune systems may risk infections. Some experts contend that mold causes serious symptoms and diseases which may even be life threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold. The Center for Disease Control states that a causal link between the presence of toxic mold and serious health conditions has not been proven.

What Homeowners can do. The homeowner can take positive steps to reduce or eliminate the occurrence of mold growth in the home, and thereby minimize any possible adverse effects that may be caused by mold. The steps include the following.

1. **Before bringing items into the home, check for signs of mold.** Potted plants (roots and soil), furnishings or stored clothing and bedding material, as well as many other household goods, could already contain mold growth. Avoid strong organic material in basements or damp areas.
2. **Regular vacuuming and cleaning will help reduce mold levels.** Mild bleach solutions and most tile cleaners are effective in eliminating or preventing mold growth.

capitalwesthomes.com

2915 E Baseline Rd, Ste 124, Gilbert, AZ 85234

support@capitalwesthomes.com

602.526.2322



3. **Keep the humidity in the home low.** Vent clothes dryers to the outdoors. Ventilate kitchens and bathrooms by opening the windows, by using exhaust fans, or by running the air conditioning to remove excess moisture in the air, and to facilitate evaporation of water from wet surface. Maintain and properly service your air conditioning system, furnaces, heat pumps, and humidifiers attached to furnaces to keep them in full working condition.
4. **Promptly clean up spills, condensation, and other sources of moisture.** Thoroughly dry any wet surfaces or material. Do not let water pool or stand in your home. Promptly replace any materials that cannot be thoroughly dried.
5. **Inspect for leaks on a regular basis.** Look for discolorations or wet spots. Repair any leaks promptly. Inspect condensation pans (refrigerators and air conditioners) for mold growth. Take notice of musty odors, and any visible signs of mold.
6. **Seek to prevent water intrusion into the home** by regular caulking and painting and maintaining the appropriate grade to allow water to drain away from the house and irrigation systems the proper distance from the home.
7. **Should mold develop, thoroughly clean the affected area with a mild solution of bleach.** First, test to see if the affected material or surface is color safe. Porous materials, such as fabric, upholstery or carpet should be discarded. **Should the mold growth become severe, call on the services of a qualified professional cleaner.**

Various resources are available to learn more about mold issues and procedures for remediation of mold problems. These sites include, but are not limited to the following governmental internet sites (hereinafter, collectively, the "Governmental Internet Sites"):

United States Environmental Protection Agency - "<https://www.epa.gov/mold> "
 New York City Department of Health - "<https://health.ny.gov/publications/7287/>"
 Center for Disease Control and Prevention (CDC) - "<https://www.cdc.gov/mold/default.htm>"
 National Center for Environmental Health - "<https://www.niehs.nih.gov/health/topics/agents/mold/index.cfm>"
 Minnesota Department of Health - "www.health.state.mn.us/divs/eh/indoorair/mold/index.html"
 California Department of Health - "<https://www.cdph.ca.gov/programs/CCDPHP/DEODC/EHLB/IAG/Pages/Mold.aspx>"

There may also be other sources of information on mold.

DISCLAIMER AND WAIVER

Whether or not you as a homeowner experience mold growth depends largely on how you manage and maintain your home. Our responsibility as a homebuilder must be limited to things that we can control. Buyer will need to take actions after the Closing to prevent conditions which cause the mold or mildew. This is part of the responsibility of home ownership. Buyer agrees to assume responsibility for following the recommendations in this addendum and acting in accordance with the best practice guidelines contained on the Governmental Internet Sites, as set forth herein. Buyer further acknowledges that if there is any water damage or water intrusion to Buyer's residence, Buyer will take immediate action to prevent conditions which cause mold or mildew to develop.

Buyer acknowledges and agrees that Seller will not be liable for any actual, special, incidental or consequential damages based on any legal theory whatsoever, including, but not limited to, strict liability, breach of express or implied warranty, negligence or any other legal theory with respect to the presence and/or existence of molds, mildew and/or microscopic spores caused by the acts or omissions of Buyer. Buyer, on behalf of itself and its family members, tenants, invitees, employees, and licensees, hereby releases Seller and Seller's officers, directors, partners, members, successors and assigns from and against any and all claims, actions, damages, causes of action, liabilities and expenses (including without limitation, attorneys' fees and costs of enforcing this release) for property damage, injury or death resulting from the exposure to microscopic spores, mold and/or mildew and

capitalwesthomes.com

2915 E Baseline Rd, Ste 124, Gilbert, AZ 85234

support@capitalwesthomes.com

602.526.2322



from any loss of resale value due to the presence and/or existence of mold, mildew and/or microscopic spores caused by the acts or omissions of Buyer.

BUYER ACKNOWLEDGES THAT THIS ADDENDUM CONTAINS A RELEASE PROVISION WHICH HAS LEGAL CONSEQUENCES. BUYER HAS READ, REVIEWED, AND UNDERSTANDS THE INFORMATION SET FORTH HEREIN AND AGREES TO BE BOUND BY THE PROVISIONS AND RELEASES SET FORTH IN THIS ADDENDUM.

[Thomas M. Gorr](#)

Date:

[Sarah E. Gorr](#)

Date:

Approved and Accepted:

Seller: [Capital West Homes E45 LLC](#)

Authorized Seller Representative

Date:

capitalwesthomes.com

2915 E Baseline Rd, Ste 124, Gilbert, AZ 85234

support@capitalwesthomes.com

602.526.2322



REQUIRED RECEIPT OF PUBLIC REPORT

The owner, agent, or developer of this development shall furnish you, as a prospective customer, with a copy of the Public Report required by the Arizona Department of Real Estate. It is recommended that you read the report before you make any written offer to purchase or lease an interest in the development, and before you pay any money or other consideration toward the purchase or lease of an interest in the development.

FOR YOUR PROTECTION, PLEASE DO NOT SIGN THIS RECEIPT UNTIL YOU HAVE RECEIVED A COPY OF THE REPORT AND HAVE HAD THE OPPORTUNITY TO READ IT. BY SIGNING THIS RECEIPT, BUYER HAS ACCEPTED THE PUBLIC REPORT AND ACKNOWLEDGES THE INFORMATION IT CONTAINS.

I understand that the report is not a recommendation or endorsement of the development by the Arizona Department of Real Estate, but is for information only.

Buyer's Current Home Address:

4663 E. Olney Ave.
Gilbert, AZ 85234

Co-Buyer's Current Home Address:

4663 E. Olney Ave.
Gilbert, AZ 85234

Thomas M. Gorr

Date:

Sarah E. Gorr

Date:

DocuSigned by:

Jarom Homer

Jarom Homer

Date: 2/2/2022

Approved and Accepted:

Seller: Capital West Homes E45 LLC

Authorized Seller Representative

Date:

Selling Broker

Date:

capitalwesthomes.com

2915 E Baseline Rd, Ste 124, Gilbert, AZ 85234

support@capitalwesthomes.com

602.526.2322



REAL ESTATE AGENCY RELATIONSHIP DISCLOSURE AND CONFIRMATION

Date:
Community: [Capital West Homes E45 LLC](#)
Lot No.: [152](#)
Plan: [EM3000](#)
Elevation: [Elevation B - Modern Prairie](#)
Color Scheme: [07](#)
Garage Orientation: [R](#)
Homesite Address: [9646 E Ripple Dr, Mesa, AZ 85212](#)
Buyer: [Thomas M. Gorr](#)
Co-Buyer: [Sarah E. Gorr](#)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT: A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller:

- (a) A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller.

To the Buyer and Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all the facts known to the agent materially affecting the value or desirability of property that are not known to or within the diligent attention and observation of the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party which does not involve the affirmation duties set forth above.

BUYER'S AGENT: A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent has the following affirmative obligations:

To the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer.

To the Buyer and Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all the facts known to the agent materially affecting the value or desirability of property that are not known to or within the diligent attention and observation of the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party which does not involve the affirmation duties set forth above.

capitalwesthomes.com

2915 E Baseline Rd, Ste 124, Gilbert, AZ 85234

support@capitalwesthomes.com

602.526.2322



AGENT REPRESENTING BOTH SELLER AND BUYER: A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer.

- (a) A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller and the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both the Seller and the Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or a Buyer from the responsibility to protect their own interest. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction, you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction.

CONFIRMATION OF AGENCY RELATIONSHIP

Selling Agent: [Jarom Homer](#)

The Selling Agent is the agent of the Seller Exclusively.

By signing below, Buyer acknowledges receipt of this document and the attachment, and that Buyer understands and accepts the terms of this Confirmation of Agency Relationship.

[Thomas M. Gorr](#)

Date:

[Sarah E. Gorr](#)

Date: _____
DocuSigned by:

Jarom Homer

[Jarom Homer](#)

Date: 2/2/2022

Selling Broker

Date:

Broker Log #:

Contract Administrator Reviewed:

Date:

capitalwesthomes.com

2915 E Baseline Rd, Ste 124, Gilbert, AZ 85234

support@capitalwesthomes.com

602.526.2322



REALTOR-CLIENT REGISTRATION

THANK YOU for bringing your client to Capital West Homes. By registering your client on their initial visit you will establish your agency relationship. This registration applies only to the community in which you are registering them. It does not apply to any other Capital West Homes community.

In order to avoid any misunderstandings, we will honor your representation of the buyer for thirty (30) days from the date of registration with the following exceptions:

1. Your representation of the buyer will not be honored if the buyer(s) have visited the model homes prior to your registration. We require that you accompany your client on their initial visit and register them. We will not honor drive-by agency or your sending clients to the model homes with instructions to tell our sales associates "you're working with me."
2. Agency will not be established if the clients have already been registered in this community by another Real Estate Agent in the past thirty (30) days.

If your client purchases any home in the community in which you have registered them within thirty (30) days, and successfully closes escrow, your Broker will receive a full commission within five (5) days of the close of escrow. Our commission rate is [2.00%] of the adjusted purchase price per the Commission Agreement signed by the Seller's Agent. Commissions will be forwarded from the Title Company to the Broker's address listed below.

This document in no way creates agency between the "Seller" and the Broker and/or Realtor listed below. The Broker and/or Realtor listed below is an agent of the Buyer(s). Said Broker and/or Realtor have no authority to make any agreements, representations, or concessions on behalf of the "Seller." Said Broker and/or Realtor are aware that the selling agent exclusively represents the "Seller."

PLEASE COMPLETE THE FOLLOWING INFORMATION IN DETAIL so that commission may be paid in an expedient manner.

Community: [Capital West Homes E45 LLC](#)
 Lot No.: [152](#)
 Plan: [EM3000](#)
 Elevation: [Elevation B - Modern Prairie](#)
 Color Scheme: [07](#)
 Homesite Address: [9646 E Ripple Dr, Mesa, AZ 85212](#)

Buyer: [Thomas M. Gorr](#)
[4663 E. Olney Ave.](#)
[Gilbert, AZ 85234](#)
[tomgorr3@gmail.com](#)
[\(630\) 267-5896](#)

Co-Buyer: [Sarah E. Gorr](#)
[4663 E. Olney Ave.](#)
[Gilbert, AZ 85234](#)
[gorr4663@gmail.com](#)
[\(630\) 528-7086](#)

[capitalwesthomes.com](#)

2915 E Baseline Rd, Ste 124, Gilbert, AZ 85234

[support@capitalwesthomes.com](#)

602.526.2322



Realtor's Name: [Denise Doherty](#)

Real Estate Company: [Berkshire Hathaway](#)

Realtor's Phone Number: [REDACTED]

Realtor's Email: [REDACTED]

A W9 IS REQUIRED BEFORE ANY PAYMENTS SHALL BE ISSUED

[Denise Doherty](#)

Date:

[Thomas M. Gorr](#)

Date:

[Sarah E. Gorr](#)

Date:

DocuSigned by:

Jarom Homer

[Jarom Homer](#)

Date: 2/2/2022

Approved and Accepted:

Seller: [Capital West Homes E45 LLC](#)

Authorized Seller Representative

Date:

capitalwesthomes.com

2915 E Baseline Rd, Ste 124, Gilbert, AZ 85234

support@capitalwesthomes.com

602.526.2322



RETURN TO: 2-10 HOME BUYERS WARRANTY

email: 210HBW@2-10.com | phone: 800.488.8844

P.O. Box 441525 | Aurora, CO 80044-1525

BUILDER/SELLER APPLICATION FOR ENROLLMENT**This document is not your New Home Warranty**

Your builder/seller is applying to enroll in the 2-10 HBW New Home Warranty Program the home whose address is listed below. The builder/seller is responsible to complete all enrollment requirements, and if not completed, no coverage by the builder/seller's warranty insurer will be provided. **If the buyer has not received the Certificate of Warranty Coverage within 30 days after closing, the warranty was not issued and THE BUYER SHOULD CONTACT THE BUILDER/SELLER.**

1. Buyer(s): **As recorded on deed. Thomas M. Gorr Sarah E. Gorr**
 Buyer(s) Email: **tomgorr3@gmail.com gorr4663@gmail.com**
 Buyer(s) Phone: **(630) 267-5896**

(630) 528-7086Building Dept: _____ Lot / Block: **152**Subdivision: **Capital West Homes E45 LLC**Address of Home: **9646 E Ripple Dr, Mesa, AZ 85212**Alternate Mailing Address: **4663 E. Olney Ave. Gilbert, AZ 85234**2. Builder/Seller Name: **Capital West Homes & Development LLC**2-10 HBW Builder No: **88067613**3. Effective Date of Warranty: *Provide dates for each.*

Date of Closing: _____ Date of First Occupancy by anyone: _____

Specify Date Certificate of Occupancy Issued: _____

4. **Coverage:** Both the builder/seller and buyer(s) must check and/or initial which of the following coverage(s) apply to the home being enrolled.☒ A. ☐ 2-10 Product: 1-Year Workmanship / 2-Year Systems / 10-Year Structural Coverage☐ B. ☐ 10-Year Product: 10-Year Structural Coverage☐ C. ☐ 2-10 Manufactured Product5. **Type of Home:** ☐ Single Family Detached ☐ Single Family - Duplex, Townhome, Condo6. **Type of Construction:** ☒ Site Built ☐ Modular ☐ Manufactured7. **FHA/VA Financing:** ☐ Yes ☒ No8. **Rate Formula**

÷ 1,000 = x =

Final Sales Price of the Home Builder Rate Warranty Fee

ONLY COMPLETE IF LAND IS NOT INCLUDED IN THE FINAL SALES PRICE OF THE HOME

Multiply the Final Sales Price of Home x 1.25

Multiply the Warranty Fee x 1.25

Warranty Limit

Warranty Fee

HOME BUYER'S ACKNOWLEDGEMENT AND CONSENT

Buyer(s) agree that any and all claims or disputes between him (them) and the builder/seller (including any person you contend is responsible for a defect in your home) arising from or relating to any warranty claim filed by the homeowner, shall be submitted to binding arbitration pursuant to the Federal Arbitration Act (9 U.S.C. §§1-16). By signing below, buyer acknowledges reading the 2-10 HBW Warranty Booklet, and **CONSENTS TO THE TERMS OF THAT DOCUMENT INCLUDING THE BINDING ARBITRATION PROVISION** contained therein. (We acknowledge that filing a claim form is an election to pursue the warranty as my/our exclusive remedy. Buyer(s) accepts the 2-10 HBW warranty and in return, waives the builder/seller implied warranty of habitability, merchantability or fitness to the extent allowed by law.

Buyer(s) Signature: _____ Date: _____

Buyer(s) Signature: _____ Date: _____

BUILDER/SELLER'S AUTHORIZED SIGNATURE: _____

Print Name (Builder): **Capital West Homes & Development LLC****OFFICE USE ONLY**

Warranty #:



2-10 HOME BUYERS WARRANTY RECEIPT OF DOCUMENTS



[x] **Warranty Booklet:**
Workmanship, distribution systems
and structural warranty

[x] **New Home Maintenance [x] Warranty Flyer:**
Workmanship, distribution systems
and structural warranty

RECEIPT ACKNOWLEDGE BY:

Buyer: _____
Thomas M. Gorr

Date: _____

Buyer: _____
Sarah E. Gorr

Date: _____

Lot #: 152

Block #: _____

PROPERTY ADDRESS: 9646 E Ripple Dr, Mesa, AZ 85212

Contract Administrator Reviewed:
Date:



EARNEST DEPOSIT RECEIPT

Date:
 Community: [Capital West Homes E45 LLC](#)
 Lot No.: [152](#)
 Plan: [EM3000](#)
 Elevation: [Elevation B - Modern Prairie](#)
 Color Scheme: [07](#)
 Garage Orientation: [R](#)
 Homesite Address: [9646 E Ripple Dr, Mesa, AZ 85212](#)
 Buyer: [Thomas M. Gorr](#)
 Buyer: [Sarah E. Gorr](#)

Please make earnest deposit checks payable to: [Capital West Homes E45 LLC](#)

Prospective purchasers are advised that earnest money deposits, down payments, and other advanced money will not be placed in a neutral escrow. This money will be paid directly to the seller and may be used by the seller. This means the purchaser assumes a risk of losing the money if the seller is unable or unwilling to perform under the terms of the purchase contract.

Buyer initials here:

Payment Type:

☒ Personal or Cashier's Check
☐ Wire Transfer direct to Escrow Company

Earnest Money Amount: [25,000.00](#)
 Commencement Money Amount: [.00](#)
 Construction Money Amount: [.00](#)

 Authorized Seller Representative
 Date:

DocuSigned by:
Jarom Homer
[Jarom Homer](#)
 Date: [2/2/2022](#)

PLACE COPY OF CHECK HERE IF PAID BY CHECK

OR
 /
 (BUYER'S INITIALS)

BUYER IS REQUESTING WIRE INSTRUCTIONS FROM TITLE OR DEPOSITING FUNDS VIA THE
 MOBILE APP. EARNEST FUNDS WILL BE WIRED DIRECTLY TO TITLE
 IMMEDIATELY AFTER CONTRACT EXECUTION.

capitalwesthomes.com

2915 E Baseline Rd, Ste 124, Gilbert, AZ 85234

support@capitalwesthomes.com

602.526.2322

Change Order

Capital West Homes E45 LLC

Job	Change
00004-152	All

Job Information			
Address:	9646 E Ripple Dr	Legal:	Lot:152 Block: Section:
Plan Number:	R-EM3000-B-07		
Plan Name:	Eastmark Plan 3000		

Purchaser Information			
Purchaser:	Thomas Gorr, Sarah Gorr	Home Phone:	
Current Address:	4663 E. Olney Ave. Gilbert	Work Phone:	
Email Address:	tomgorr3@gmail.com	Cell Phone:	

Chg#	Line	Option	Description	Qty	Unit Price	Extended
------	------	--------	-------------	-----	------------	----------

Bath Accessory

001	001	BATH0003-00	FRAMELESS ENCLOSURE ILO SEMI-FRAMELESS AT MASTER (3/8" Clear 84" AFF).	1.000	857.00	857.00
Total Bath Accessory						857.00

Cabinets

001	002	CABS0009-00	BUTLER PANTRY BASE CABINETS WITH GRANITE COUNTERTOP.	1.000	2,274.00	2,274.00
001	003	CABS0019-00	LAUNDRY BASE CABINETS W/GRANITE COUNTERTOP AND UNDERMOUNT SINK - Moen 74998 faucet.	1.000	4,381.00	4,381.00
Total Cabinets						6,655.00

Custom Option

004	003	CUST0001-00	Custom Option - See Notes for Option Details.- Sales Incentive per Todd. Offset credit for the Garage Door Glass at front facing garages.	1.000	-840.00	-840.00
Total Custom Option						-840.00

Design Center

001	005	DSGN0001-00	CABINET UPGRADES SELECTED AT DESIGN CENTER.	1.000	9,406.00	9,406.00
003	004	DSGN0002-00	COUNTERTOP UPGRADES SELECTED AT DESIGN CENTER.	1.000	9,435.00	9,435.00
003	001	DSGN0003-00	FLOOR TILE UPGRADES SELECTED AT DESIGN CENTER.	1.000	12,694.00	12,694.00
003	002	DSGN0004-00	CARPET UPGRADES SELECTED AT DESIGN CENTER.	1.000	7,242.00	7,242.00
003	003	DSGN0005-00	WALL TILE UPGRADES SELECTED AT DESIGN CENTER.	1.000	7,434.00	7,434.00
002	001	DSGN0006-00	APPLIANCE UPGRADES SELECTED AT DESIGN CENTER. Whirlpool Slide-In Gas Upgrade #2	1.000	1,140.00	1,140.00
001	007	DSGN0010-00	ELECTRICAL UPGRADES SELECTED AT DESIGN CENTER.	1.000	5,070.00	5,070.00
001	006	DSGN0011-00	LOW VOLTAGE OPTIONS SELECTED AT DESIGN CENTER.	1.000	1,190.00	1,190.00
Total Design Center						53,611.00

Doors/Trim

Change Order

Capital West Homes E45 LLC

Job	Change
00004-152	All

Chg#	Line	Option	Description	Qty	Unit Price	Extended
001	004	DOOR0014-00	TAVARIS HANDLE SET WITH MILAN INTERIOR LEVER THROUGHOUT - MATTE BLACK.	1.000	450.00	450.00
Total Doors/Trim						450.00

Garage Door

001	008	GARG0001-00	8080 GARAGE DOOR PASS THROUGH (SOLID) - ALL ELEVATIONS.	1.000	2,318.00	2,318.00
004	002	GARG0003-00	ADD GLASS TO STANDARD GARAGE DOOR - PER ELEVATION.	1.000	840.00	840.00
001	009	GARG0010-00	GARAGE DOOR OPENER LIFTMASTER- 1/2 HP.	2.000	576.00	1,152.00
Total Garage Door						4,310.00

Landscape

004	001	LAND0001-00	PACKAGE INCLUDES ROCKS AND PLANTS.- Run Plants in the backyard along the patio side of the yard. Please see the Landscape Diagram.	1.000	3,500.00	3,500.00
001	010	LAND0005-00	FRONT YARD LANDSCAPE PACKAGE INCLUDE STANDARD LANDSCAPE W/ ARTIFICIAL TURF.	1.000	1,500.00	1,500.00
Total Landscape						5,000.00

Paint

003	005	PAIN0002-00	2 TONE PAINT - 1. CEILINGS REMAIN FLAT WHITE 2. WALLS UPGRADE FROM FLAT TO EGGSHELL 3. WALL COLOR PER COMMUNITY COLOR SCHEMES 4. CLOSET WALLS REMAIN WHITE SEMI-GLOSS 5. DOORS AND TRIM REMAIN WHITE SEMI GLOSS 6. GARAGE REMAINS FLAT WHITE. Agreeable Gray with Extra White trim and ceilings	1.000	3,150.00	3,150.00
Total Paint						3,150.00

Plumbing

001	011	PLUM0009-00	HOSE BIBS (EACH).	1.000	171.00	171.00
001	012	PLUM0010-00	GAS STUB AT DRYER.	1.000	387.00	387.00
001	013	PLUM0019-00	SOFT WATER LOOP (HARD WATER REMAINS AT HOSE BIBS AND COLD WATER AT KITCHEN).	1.000	666.00	666.00
001	014	PLUM1093-00	OPTIONAL MOEN SLEEK SPRING KITCHEN FAUCET MATTE BLACK - 5925BL	1.000	459.00	459.00
001	015	PLUM2018-00	MOEN GLYDE FIXTURES AND ACCESSORIES WHOLE HOUSE MATTE BLACK.	1.000	3,108.00	3,108.00
Total Plumbing						4,791.00

Rain Gutter

001	016	RAIN0001-00	RAIN GUTTERS - Per Elevation.	1.000	3,618.00	3,618.00
001	017	RAIN0002-00	RAIN GUTTERS 4 CAR GARAGE - Per Elevation.	1.000	252.00	252.00

Change Order

Capital West Homes E45 LLC

Job	Change
00004-152	All

Chg#	Line	Option	Description	Qty	Unit Price	Extended
001	018	RAIN0004-00	RAIN GUTTERS W/ Flex Space #1.	1.000	441.00	441.00
Total Rain Gutter						4,311.00

Structural

001	019	STRU0001-00	Flex Space #1.	1.000	7,483.00	7,483.00
001	020	STRU0010-00	4-Car Tandem Garage.	1.000	14,950.00	14,950.00
001	021	STRU0018-00	POWDER BATH.	1.000	2,647.00	2,647.00
Total Structural						25,080.00

Tile Surrounds

001	022	TILE0001-00	TILE SHOWER: MASTER SHOWER FULL MUD SET ONLY.	1.000	1,883.00	1,883.00
Total Tile Surrounds						1,883.00
Grand Total						109,258.00

Sales Recap	Contract		Outside Contract	
	Amount	Pending	Amount	Pending
Base Price	709,000.00			
Change Order 001	64,663.00			
Change Order 002	1,140.00			
Change Order 003	39,955.00			
Change Order 004	3,500.00	3,500.00		
Elevation	.00			
Lot Premium	4,800.00			
Add'l FenceLandscape	3,200.00			
Add'l Options	.00			
Total Sales Price	826,258.00	3,500.00	.00	.00

Deposits	Deposit Type	Description	Check #	Amount
02/02/22	Earnest Money	Initial EMD	1349	25,000.00
				25,000.00

Change Order

Capital West Homes E45 LLC

Job	Change
00004-152	All

Buyer One Approval: _____

Date: _____

Buyer Two Approval: _____

Date: _____

Sales Consultant Approval: _____

Date: 2/2/2022

DocuSigned by:

Jarom Homer

A28C54FDD6A3418...

Contract Administrator Reviewed: _____

Date: _____

Authorized Seller Representative Approval: _____

Date: _____

Selling Broker Approval: _____

Date: _____



ARIZONA REGISTRAR OF CONTRACTORS



Katie Hobbs, Governor

Martín Quezada, Director

Jobsite Inspection Notes

Case No.: 2022-11882
Investigator: Doug Barrett
Inspection Date: 02-28-2023
Inspection Time: 10:00 AM

Complainant: Thomas and Sarah
Gorr
Not Present: ☐

Respondent: CWHD Contracting
LLC
Not Present: ☐

Jobsite General Notes: Both parties were present, including Bruce Ollestead and Yvonne Castaneda from the Respondent as well as various trades. I discussed expectations versus minimum workmanship standards with the parties, including the fact that construction inherently by nature is not perfect.

Compliance Item: 1 – Possible structural (issues) causing water intrusion from outside.

Investigator's Observation: Unverified. I did not observe any structural issues pointed out by the complainant. The Complainant also did not want to conduct a water test during the inspection. In response to this complaint item: There is not sufficient evidence to find that the Respondent Failed to meet minimum workmanship standards per A.A.C. R4-9-108.

Governing Rule: N/A

Compliance Item: 2 – Stucco Cracking.

Investigator's Observation: Verified. I observed a hole in the stucco below the left window above the single car garage. I observed wire mesh sticking out from the stucco at the bottom left of the left window by the main electric panel. I observed a hole with exposed foam at the bottom of the right window by the main

electric panel. I observed a stucco crack in excess of 1/16” at the coach light on the side patio. Contractor should correct by appropriate means.

Governing Rule: ARS 32-1154(A)(3) Poor Workmanship namely Rule R4-9-108

Compliance Item: 3 – Garage ceiling blowout.

Investigator’s Observation: Verified. I observed cracked/chipped drywall in the ceiling of the single car garage. Contractor should correct by appropriate means.

Governing Rule: ARS 32-1154(A)(3) Poor Workmanship namely Rule R4-9-108

Compliance Item: 4 – Interior trim with multiple issues vs ROC guidelines / requirements and interior doors binding and not square in frames, not painted on all six sides.

Investigator’s Observation: Verified. I observed a cracked door casing at the garage fire door. The guest bathroom door does not close. The guest bedroom hall door does not latch. “Andrew’s” bedroom has chipped paint on the entrance and closet doors. The upstairs hall bath door does not latch. The master closet door does not latch. Contractor should verify and paint all sides of the doors throughout. Contractor should correct by appropriate means.

Governing Rule: ARS 32-1154(A)(3) Poor Workmanship namely Rule R4-9-108

Compliance Item: 5 – Interior drywall / paint repairs visible and wrong sheen used.

Investigator’s Observation: Verified. A majority of the drywall repairs pointed out by the Complainant are within standards and closely match the surrounding area with texture and paint. The following need corrections: The drywall to the right of the guest bath shower has no texture. The paint on the front door is bubbling throughout. The paint sheen is wrong at the top right of the

master shower. The drywall is cracking at the header in the master bath between bedroom and shower. There is a crack in the drywall in “Adam’s” room under the window. Contractor should correct by appropriate means.

Governing Rule: ARS 32-1154(A)(3) Poor Workmanship namely Rule R4-9-108

Compliance Item: 6 – Tile grout cracking in kitchen and MBR despite previous repairs, wrong color grout used for repairs, caulking used in place of grout to repair is cracking.

Investigator’s Observation: Verified. I observed an area in the kitchen in front of the sink, dishwasher and range with the wrong color grout. I observed low grout about five feet off the right side of the kitchen island. I observed the fifth tile into the master bath with cracked grout. I observed cracked grout at the baseboards under the master bath window. I observed a missing tile under the right vanity in the master bath. I observed cracked grout around the master shower pan perimeter. Contractor should correct by appropriate means.

Governing Rule: ARS 32-1154(A)(3) Poor Workmanship namely Rule R4-9-108

Compliance Item: 7 – Missing cabinet doors (bathroom) / incorrect style doors / poor touchups / repair to same. Self-closing hinges and drawer sides on some cabinets but not others (kitchen). Incorrect crown installed.

Investigator’s Observation: Verified. I observed the right vanity in the master bath with missing doors. I observed the bottom right drawer in the right vanity not closed flush. I observed the right and left vanity counters to be about ¼” off from each other in height. I observed a hole in the left cabinet door in the guest bath. I observed a large gap in the cabinet trim to the right of the vanity in the guest bath. I observed the toe kick not secure in the guest bath. I observed the wrong drawer front installed to the right of the kitchen sink and one in the pantry. I observed a nail sticking out on the bottom of the false front under the kitchen sink. I observed missing soft close hinges throughout. I observed the wrong crown

molding installed above the kitchen cabinets. The walkthrough paperwork prior to close states the current molding will be replaced with Tru WCM and it has “Cove” installed. Contractor should correct by appropriate means.

Governing Rule: ARS 32-1154(A)(3) Poor Workmanship namely Rule R4-9-108

Compliance Item: 8 – Vanity tops have excessive damage from new and attempts to repair have damaged them further. Sink in MBR top has crack cast in from new visible in bowl.

Investigator’s Observation: Verified. I observed damaged/chipped countertop on the left side of the guest bath vanity. I observed a bad repair on the front of the countertop in the upstairs hall bath and a bad repair on the back curve at the back splash. I observed a crack in the left sink in the master bath. Contractor should correct by appropriate means.

Governing Rule: ARS 32-1154(A)(3) Poor Workmanship namely Rule R4-9-108

Compliance Item: 9 – Water intrusion after moderate rain at master bedroom, downstairs bedroom and dining room.

Investigator’s Observation: Unverified. The Complainant did not want to conduct a water test during this inspection so this item was not observed. The Respondent and Complainant agreed the Respondent would conduct a water test at a later date and correct as needed. In response to this complaint item: There is not sufficient evidence to find that the Respondent Failed to meet minimum workmanship standards per A.A.C. R4-9-108.

Governing Rule: N/A

Compliance Item: 10 – Replacement of glass (scratched internally from new) in 3 windows/patio doors resulted in IG units coming loose from frames and damaged trim (retainers) while 1 IG unit (new) has silicone “wad” showing between glass at eye level.

Investigator's Observation: Verified. I observed the fixed window on the side patio sliding door and it was loose in the frame. I observed the rear patio fixed window in the sliding door and it had excessive sealant seeping out in the glass. Contractor should correct by appropriate means.

Governing Rule: ARS 32-1154(A)(3) Poor Workmanship namely Rule R4-9-108

Compliance Item: 11 – Garage floods at doors with moderate rain.

Investigator's Observation: Unverified. The Complainant did not want to conduct a water test during this inspection so this item was not observed. The Respondent and Complainant agreed that the Respondent already has a plan to correct. In response to this complaint item: There is not sufficient evidence to find that the Respondent Failed to meet minimum workmanship standards per A.A.C. R4-9-108.

Governing Rule: N/A

Compliance Item: 12 – Garage doors repaired twice and remain crooked in frames with two car unit showing an obvious droop or bend in the center when open.

Investigator's Observation: Unverified. The Complainant stated this item has been corrected and is functioning at this time.

Governing Rule: N/A

Compliance Item: 13 – Roof tiles shifting and several cracked. Roof vents not secured and flashing coming up.

Investigator's Observation: Verified. I observed a plumbing vent flashing peeling up from the roof on the south west roof area. I was unable to observe any cracked tiles due to access. Contractor should correct the vent flashing by appropriate means.

Governing Rule: ARS 32-1154(A)(3) Poor Workmanship namely Rule R4-9-108

Compliance Item: 14 – Backyard shows excessive standing water after moderate rain while adjacent homes do not.

Investigator's Observation: Unverified. The yard was dry during the inspection and it had rained a few days prior. The grading appeared to be within standards, sloped away from the structure and to the front of the structure. The Complainant stated the water dissipates within 24 hours. No standing water should remain in the yard for more than 48 hours after it rains. No correction required.

Governing Rule: N/A

Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 1

JSI PHOTOS



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 2
JSI PHOTOS



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 4

JSI PHOTOS

Hole in stucco below left window
above single car garage.



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 5
JSI PHOTOS

Lath wire sticking out at window
above electric main panel.



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 6
JSI PHOTOS

Stucco missing with exposed foam on right window right of main electric panel.



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 7

JSI PHOTOS



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 8
JSI PHOTOS

Stucco crack at coach light on side patio.



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 9
JSI PHOTOS

Drywall crack on ceiling of single car garage.



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 10
JSI PHOTOS

Cracked door casing at garage fire door.



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 11
JSI PHOTOS

Guest bath door does not close.



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 12
JSI PHOTOS

Guest bedroom base board under
window.

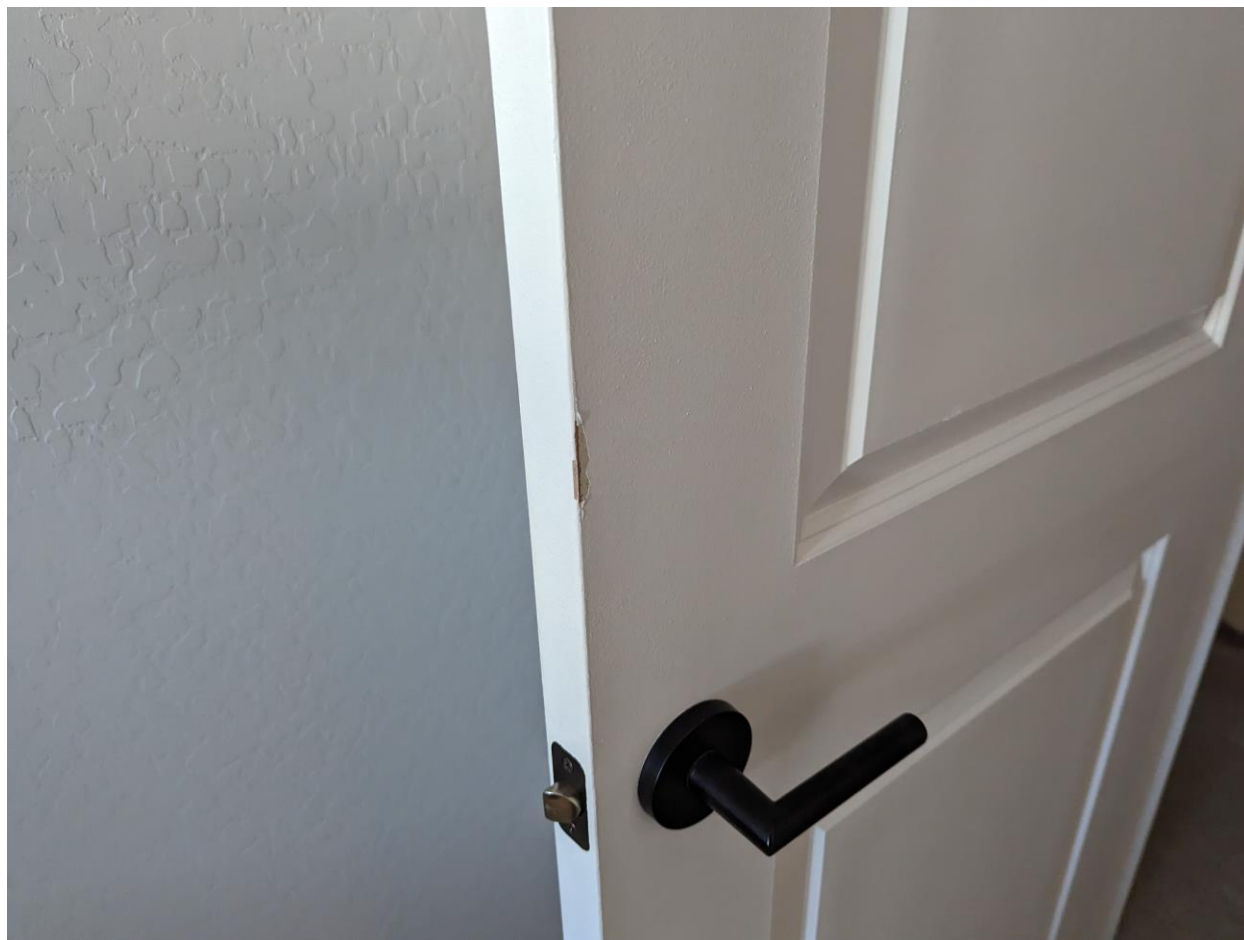


Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 13
JSI PHOTOS

Chipped paint on "Andrew's"
bedroom door.



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 14
JSI PHOTOS

Chipped paint on "Andrew's" closet door.



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 15
JSI PHOTOS

Upstairs hall bath and master closet
doors do not latch.



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 16
JSI PHOTOS

Master bathroom ceiling.



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 17
JSI PHOTOS

Different paint sheen master shower
upper right edge.



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 18
JSI PHOTOS



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 19
JSI PHOTOS

Wall right of shower in guest
bathroom has no texture.



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 20
JSI PHOTOS

Corner bead at kitchen entrance from
garage.



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 21

JSI PHOTOS

Front door bubbled paint.



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 22
JSI PHOTOS



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 23
JSI PHOTOS



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 24

JSI PHOTOS

Wrong color grout used for repair in front of kitchen sink, dishwasher and range.



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 25

JSI PHOTOS



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 26

JSI PHOTOS



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 27
JSI PHOTOS

Low grout spot on north side of
kitchen island, left side about five
feet back.



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 28

JSI PHOTOS

Cracked grout in master bath floor,
fifth tile in.



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 29

JSI PHOTOS



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 30
JSI PHOTOS

Cracked grout around perimeter of master bath.



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 31
JSI PHOTOS



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 32
JSI PHOTOS

Missing tile under right vanity in master bath.



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 33
JSI PHOTOS

Cracked grout bottom corner of
master shower and master shower
bottom perimeter.



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 34

JSI PHOTOS



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 35
JSI PHOTOS

Drywall crack on both sides of beam
at master bath.



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 36

JSI PHOTOS



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 37

JSI PHOTOS

The right vanity in the master bath is about ¼" higher than the left.



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 38

JSI PHOTOS

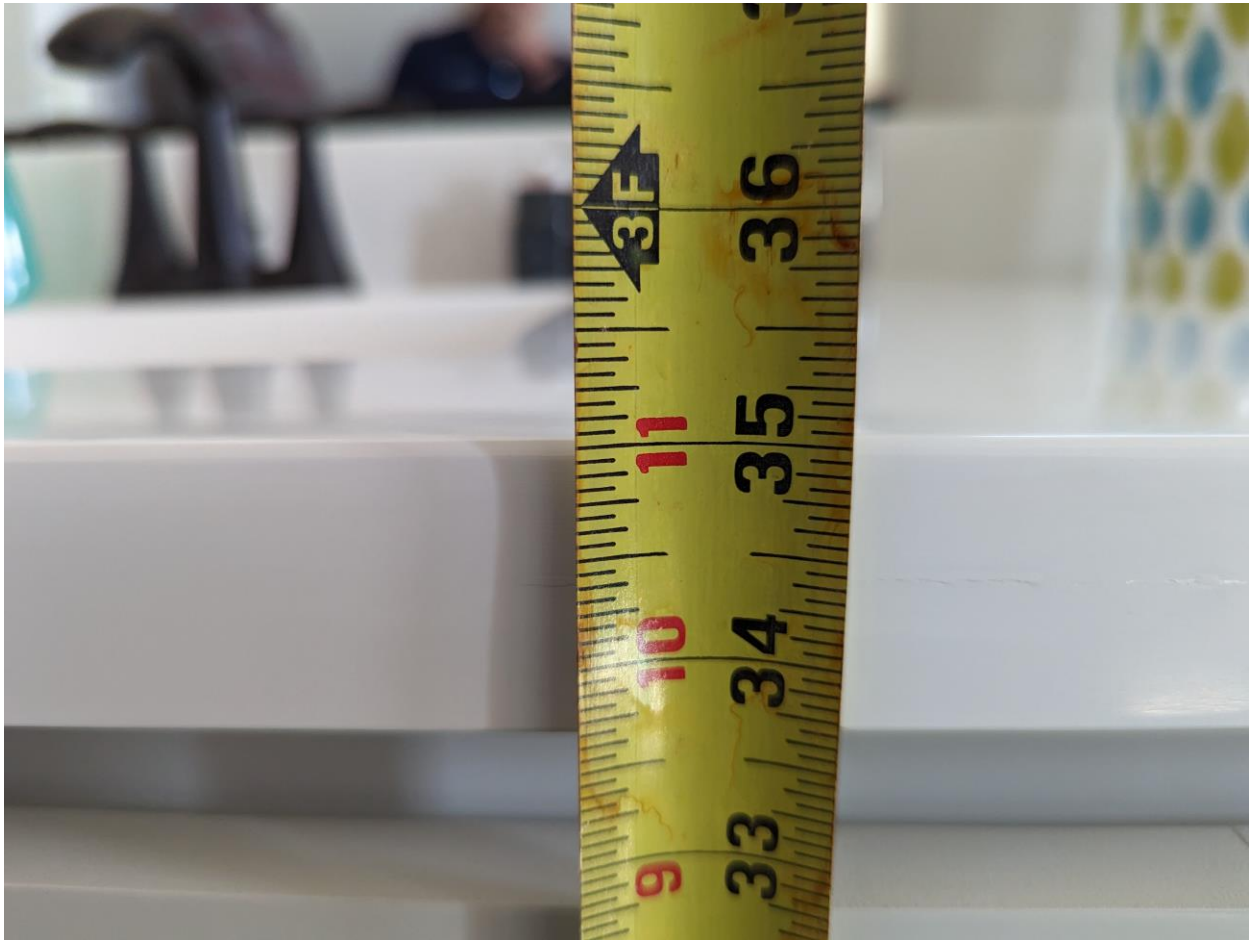


Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 39

JSI PHOTOS



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 40

JSI PHOTOS



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 41

JSI PHOTOS



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 42
JSI PHOTOS

Lower right vanity drawer in master
bath does not close flush.



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 43

JSI PHOTOS

Doors not installed on right vanity in master bath.



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 44

JSI PHOTOS

Left cabinet door in guest bath has a hole.



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 45
JSI PHOTOS

Cabinet trim in guest bath has large gap at wall.



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 46

JSI PHOTOS

Toe kick in guest bath not attached.



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 47

JSI PHOTOS

Wrong drawer front installed in kitchen and one in butler's pantry. Should be smooth ones.



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 48

JSI PHOTOS



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 49

JSI PHOTOS



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 50

JSI PHOTOS



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 51
JSI PHOTOS



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 53

JSI PHOTOS



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 54
JSI PHOTOS

Damage to countertop in guest bath.



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 55

JSI PHOTOS



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 56
JSI PHOTOS

Bad repair to counter in upstairs hall
bath.



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 57
JSI PHOTOS

Repair in counter back of upstairs hall
bath.



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 58
JSI PHOTOS

Master bath counter.



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 59

JSI PHOTOS



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 62

JSI PHOTOS

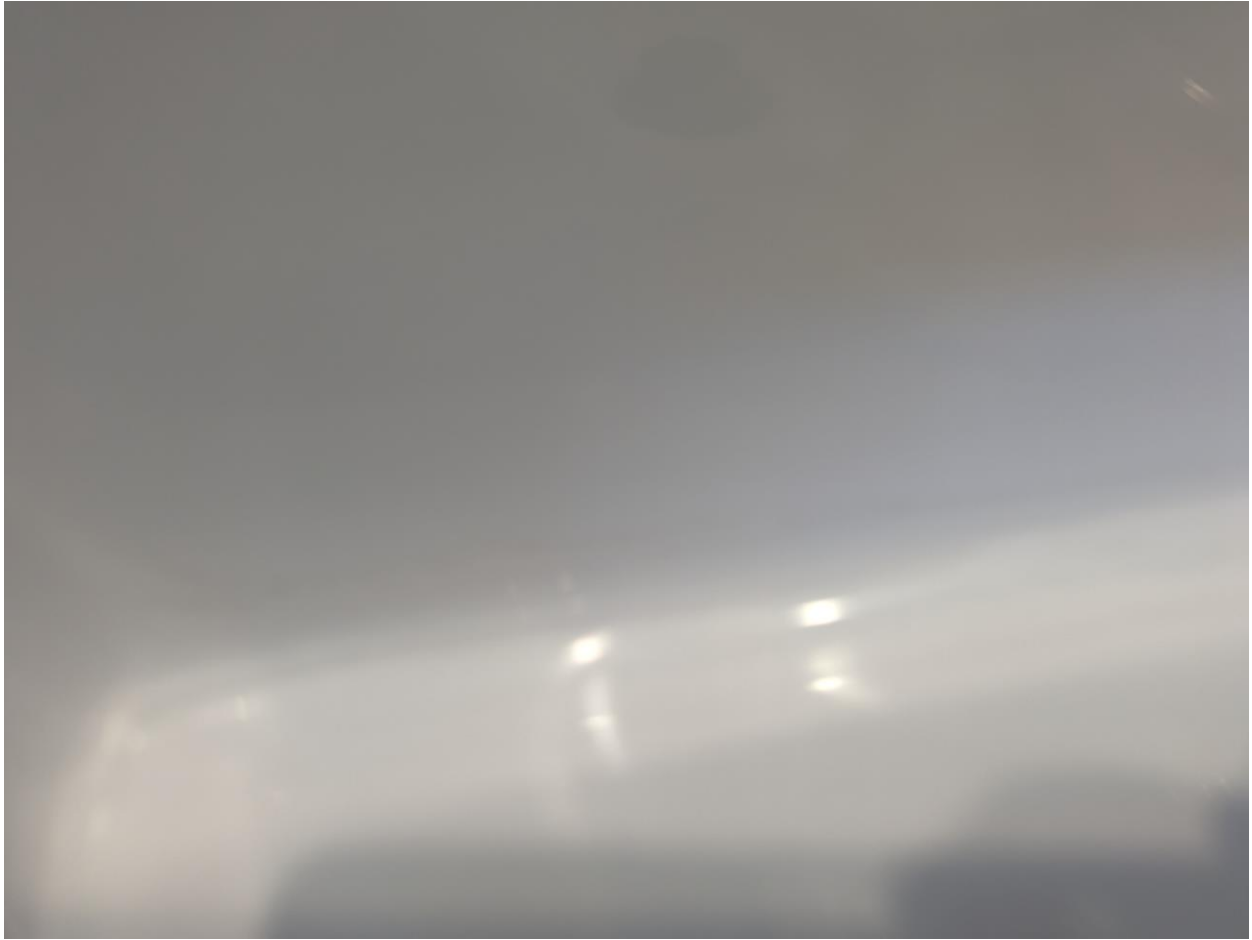


Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 63

JSI PHOTOS

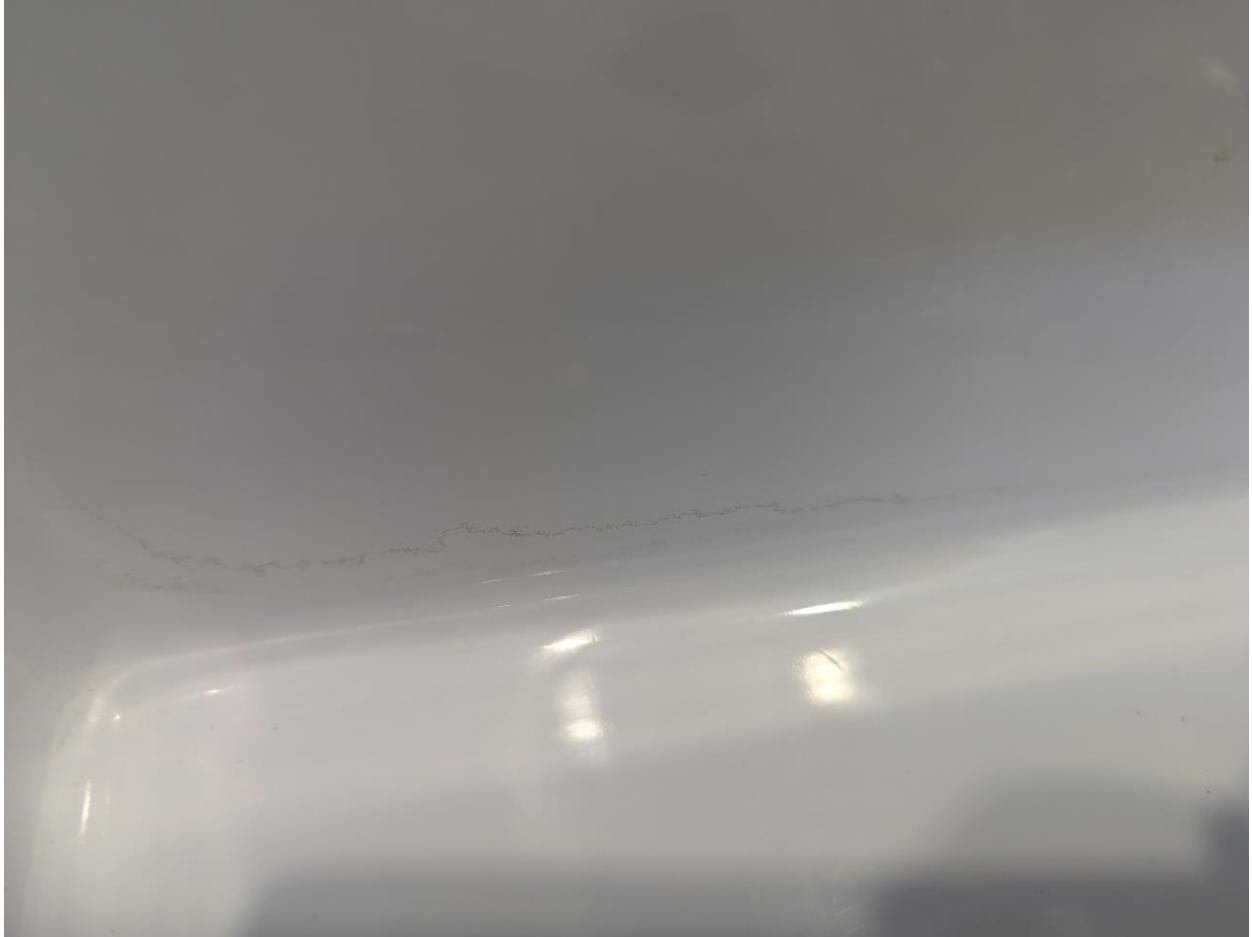


Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 64
JSI PHOTOS

Repair in left master sink cracking.



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 65
JSI PHOTOS

Fixed window in side patio sliding door is loose in the frame.



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 66

JSI PHOTOS

Rear patio sliding door has excessive glue from repair.



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 67
JSI PHOTOS

Dent in window frame left of couch in the living room.



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 68

JSI PHOTOS

Roof tile ridge.



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 69

JSI PHOTOS

Plumbing vent flashing lifting from roof.



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 70

JSI PHOTOS



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 71

JSI PHOTOS



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 72

JSI PHOTOS



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 73

JSI PHOTOS



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 74

JSI PHOTOS



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 75

JSI PHOTOS



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 76

JSI PHOTOS

Front pillar has loose stack stone.



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 77

JSI PHOTOS

Garage has loose stack stone.



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM



Complaint #2022-11882

JSI date 02/28/2023 at 10:00AM

P 79
JSI PHOTOS

Drywall crack under window in
"Adam's" room.





ARIZONA REGISTRAR OF CONTRACTORS



Katie Hobbs, Governor

Martín Quezada, Director

Complainant:
Thomas Gorr
9646 E. Ripple Dr.
Mesa, AZ 85212



ARIZONA REGISTRAR OF CONTRACTORS



Katie Hobbs, Governor

Martín Quezada, Director

Respondent:
CWHD Contracting LLC
DBA:
2915 E Baseline Rd Ste 124
Gilbert, AZ 85234



ARIZONA REGISTRAR OF CONTRACTORS



Katie Hobbs, Governor

Martín Quezada, Director

March 1, 2023

License No. ROC 336470

Re: Complaint No. 2022-11882

WRITTEN DIRECTIVE FROM THE REGISTRAR

Dear Respondent:

After investigation, the Registrar determined that you failed to meet the requirements of A.R.S. § 32-1154(A), and now issues this Directive requiring you to take appropriate corrective action. Failure to comply with this Directive constitutes a violation of A.R.S. § 32-1154(A)(22) and may result in the issuance of a citation, discipline of your license, and a civil penalty pursuant to A.R.S. § 32-1154(E) of up to \$500.00. **You must notify the Registrar's assigned Investigator of your compliance with this Directive prior to 5:00 p.m. on 03-24-2023.**

RESTRICTIONS

- You may not perform or hire other contractors to perform work that is outside the scope of your license.
- If your license is currently suspended for administrative reasons¹, or is inactive, expired, or cancelled, you may not perform any corrective work nor contract in any manner, which includes hiring other contractors to perform work, until the suspension of your license(s) has been lifted or your license(s) has been reactivated.

DIRECTIVE REQUIREMENTS

You are directed to remedy the following violations by the appropriate means:

Compliance Item: 2 – Stucco Cracking.

Investigator's Observation: Verified. I observed a hole in the stucco below the left window above the single car garage on top of pop out. I observed wire mesh sticking out from the stucco at the bottom left of the left window by the main electric panel. I observed a hole with exposed foam at the bottom of the right window by the main electric panel. I observed a stucco crack in excess of 1/16" at the coach light on the side patio. Contractor should correct by appropriate means.

¹ This means the license is suspended for lack of qualifying party, lack of bond, nonrenewal, Recovery Fund payout, or for any reason listed in A.R.S. § 32-1124(F).



Katie Hobbs, Governor

Martín Quezada, Director

Governing Rule: ARS 32-1154(A)(3) Poor Workmanship namely Rule R4-9-108

Compliance Item: 3 – Garage ceiling blowout.

Investigator's Observation: Verified. I observed cracked/chipped drywall in the ceiling of the single car garage. Contractor should correct by appropriate means.

Governing Rule: ARS 32-1154(A)(3) Poor Workmanship namely Rule R4-9-108

Compliance Item: 4 – Interior trim with multiple issues vs ROC guidelines / requirements and interior doors binding and not square in frames, not painted on all six sides.

Investigator's Observation: Verified. I observed a cracked door casing at the garage fire door. The guest bathroom door does not close. The guest bedroom hall door does not latch. "Andrew's" bedroom has chipped paint on the entrance and closet doors. The upstairs hall bath door does not latch. The master closet door does not latch. Contractor should verify and paint all sides of the doors throughout. Contractor should correct by appropriate means.

Governing Rule: ARS 32-1154(A)(3) Poor Workmanship namely Rule R4-9-108

Compliance Item: 5 – Interior drywall / paint repairs visible and wrong sheen used.

Investigator's Observation: Verified. A majority of the drywall repairs pointed out by the Complainant are within standards and closely match the surrounding area with texture and paint. The following need corrections: The drywall to the right of the guest bath shower has no texture. The paint on the front door is bubbling throughout. The paint sheen is wrong at the top right of the master



ARIZONA REGISTRAR OF CONTRACTORS



Katie Hobbs, Governor

Martín Quezada, Director

shower. The drywall is cracking at the header in the master bath between bedroom and shower. There is a crack in the drywall in “Adam’s” room under the window. Contractor should correct by appropriate means.

Governing Rule: ARS 32-1154(A)(3) Poor Workmanship namely Rule R4-9-108

Compliance Item: 6 – Tile grout cracking in kitchen and MBR despite previous repairs, wrong color grout used for repairs, caulking used in place of grout to repair is cracking.

Investigator’s Observation: Verified. I observed an area in the kitchen in front of the sink, dishwasher and range with the wrong color grout. I observed low grout about five feet off the right side of the kitchen island. I observed the fifth tile into the master bath with cracked grout. I observed cracked grout at the baseboards under the master bath window. I observed a missing tile under the right vanity in the master bath. I observed cracked grout around the master shower pan perimeter. Contractor should correct by appropriate means.

Governing Rule: ARS 32-1154(A)(3) Poor Workmanship namely Rule R4-9-108

Compliance Item: 7 – Missing cabinet doors (bathroom) / incorrect style doors / poor touchups / repair to same. Self-closing hinges and drawer sides on some cabinets but not others (kitchen). Incorrect crown installed.

Investigator’s Observation: Verified. I observed the right vanity in the master bath with missing doors. I observed the bottom right drawer in the right vanity in the master bath not closed flush. I observed the right and left vanity counters in the master bath to be about 1/4” off from each other in height. I observed a hole in the left cabinet door in the guest bath. I observed a large gap in the cabinet trim to the right of the vanity in the guest bath. I observed the toe kick not secure in the guest bath. I observed the wrong drawer front installed to the right of the kitchen sink



Katie Hobbs, Governor

Martín Quezada, Director

and one in the pantry. I observed a nail sticking out on the bottom of the false front under the kitchen sink. I observed missing soft close hinges throughout. I observed the wrong crown molding installed above the kitchen cabinets. The walkthrough paperwork prior to close states the current molding will be replaced with “Tru WCM” and it has “Cove” installed. Contractor should correct by appropriate means.

Governing Rule: ARS 32-1154(A)(3) Poor Workmanship namely Rule R4-9-108

Compliance Item: 8 – Vanity tops have excessive damage from new and attempts to repair have damaged them further. Sink in MBR top has crack cast in from new visible in bowl.

Investigator’s Observation: Verified. I observed damaged/chipped countertop on the left side of the guest bath vanity. I observed a bad repair on the front of the countertop in the upstairs hall bath and a bad repair on the back curve at the back splash. I observed a crack in the left sink in the master bath. Contractor should correct by appropriate means.

Governing Rule: ARS 32-1154(A)(3) Poor Workmanship namely Rule R4-9-108

Compliance Item: 10 – Replacement of glass (scratched internally from new) in 3 windows/patio doors resulted in IG units coming loose from frames and damaged trim (retainers) while 1 IG unit (new) has silicone “wad” showing between glass at eye level.

Investigator’s Observation: Verified. I observed the fixed window on the side patio sliding door and it was loose in the frame. I observed the rear patio fixed window in the sliding door and it had excessive sealant seeping out in the glass. Contractor should correct by appropriate means.



Katie Hobbs, Governor

Martín Quezada, Director

Governing Rule: ARS 32-1154(A)(3) Poor Workmanship namely Rule R4-9-108

Compliance Item: 13 – Roof tiles shifting and several cracked. Roof vents not secured and flashing coming up.

Investigator's Observation: Verified. I observed a plumbing vent flashing peeling up from the roof on the south west roof area. I was unable to observe any cracked tiles due to access. Contractor should correct the vent flashing by appropriate means.

Governing Rule: ARS 32-1154(A)(3) Poor Workmanship namely Rule R4-9-108

ITEMS NOT REQUIRING CORRECTION

The following complaint items require no action by the Respondent:

Compliance Item: 1 – Possible structural (issues) causing water intrusion from outside.

Investigator's Observation: Unverified. I did not observe any structural issues pointed out by the complainant. The Complainant also did not want to conduct a water test during the inspection. In response to this complaint item: There is not sufficient evidence to find that the Respondent Failed to meet minimum workmanship standards per A.A.C. R4-9-108.

Governing Rule: N/A

Compliance Item: 9 – Water intrusion after moderate rain at master bedroom, downstairs bedroom and dining room.

Investigator's Observation: Unverified. The Complainant did not want to conduct a water test during this inspection so this item was not observed. The



ARIZONA REGISTRAR OF CONTRACTORS



Katie Hobbs, Governor

Martín Quezada, Director

Respondent and Complainant agreed the Respondent would conduct a water test at a later date and correct as needed. In response to this complaint item: There is not sufficient evidence to find that the Respondent Failed to meet minimum workmanship standards per A.A.C. R4-9-108.

Governing Rule: N/A

Compliance Item: 11 – Garage floods at doors with moderate rain.

Investigator's Observation: Unverified. The Complainant did not want to conduct a water test during this inspection so this item was not observed. The Respondent and Complainant agreed that the Respondent already has a plan to correct. In response to this complaint item: There is not sufficient evidence to find that the Respondent Failed to meet minimum workmanship standards per A.A.C. R4-9-108.

Governing Rule: N/A

Compliance Item: 12 – Garage doors repaired twice and remain crooked in frames with two car unit showing an obvious droop or bend in the center when open.

Investigator's Observation: Unverified. The Complainant stated this item has been corrected and is functioning at this time.

Governing Rule: N/A

Compliance Item: 14 – Backyard shows excessive standing water after moderate rain while adjacent homes do not.

Investigator's Observation: Unverified. The yard was dry during the inspection and it had rained a few days prior. The grading appeared to be within standards, sloped away from the structure and to the front of the structure. The Complainant stated the water dissipates within 24 hours. No standing water should remain in the yard for more than 48 hours after it rains. No correction



ARIZONA REGISTRAR OF CONTRACTORS



Katie Hobbs, Governor

Martín Quezada, Director

required.

Governing Rule: N/A

Please direct all questions regarding this Directive to the undersigned Investigator.

Sincerely,

Doug Barrett

Doug Barrett,

Investigator

(602) 771-6775

doug.barrett@roc.az.gov

1700 W Washington St, Suite 105

Phoenix, AZ 85007

CC:

Respondent

Complainant

Complainant Attorney

Respondent Attorney



ARIZONA REGISTRAR OF CONTRACTORS



Katie Hobbs, Governor

Martín Quezada, Director

Complainant Attorney:
Andy Rahtz
2916 N. 7th Ave.
Phoenix, AZ 85013



ARIZONA REGISTRAR OF CONTRACTORS



Katie Hobbs, Governor

Martín Quezada, Director

Respondent Attorney:
Jeffrey D. Harris, Esq.
8355 E Hartford Dr Ste 200
Scottsdale, AZ 85255



ARIZONA REGISTRAR OF CONTRACTORS



Katie Hobbs, Governor

Martín Quezada, Director

Complainant:
Thomas Gorr
9646 E. Ripple Dr.
Mesa, AZ 85212



ARIZONA REGISTRAR OF CONTRACTORS



Katie Hobbs, Governor

Martín Quezada, Director

Respondent:
CWHD Contracting LLC
DBA:
2915 E Baseline Rd Ste 124
Gilbert, AZ 85234



ARIZONA REGISTRAR OF CONTRACTORS



Katie Hobbs, Governor

Martín Quezada, Director

March 27, 2023

License No. ROC 336470

Re: Complaint No. 2022-11882

REVISED WRITTEN DIRECTIVE FROM THE REGISTRAR

Dear Respondent:

After investigation, the Registrar determined that you failed to meet the requirements of A.R.S. § 32-1154(A), and now issues this Directive requiring you to take appropriate corrective action. Failure to comply with this Directive constitutes a violation of A.R.S. § 32-1154(A)(22) and may result in the issuance of a citation, discipline of your license, and a civil penalty pursuant to A.R.S. § 32-1154(E) of up to \$500.00. **You must notify the Registrar's assigned Investigator of your compliance with this Directive prior to 5:00 p.m. on 05-08-2023.**

RESTRICTIONS

- You may not perform or hire other contractors to perform work that is outside the scope of your license.
- If your license is currently suspended for administrative reasons¹, or is inactive, expired, or cancelled, you may not perform any corrective work nor contract in any manner, which includes hiring other contractors to perform work, until the suspension of your license(s) has been lifted or your license(s) has been reactivated.

DIRECTIVE REQUIREMENTS

You are directed to remedy the following violations by the appropriate means:

Compliance Item: 2 – Stucco Cracking.

Investigator's Observation: Verified. I observed a hole in the stucco below the left window above the single car garage on top of pop out. I observed wire mesh sticking out from the stucco at the bottom left of the left window by the main electric panel. I observed a hole with exposed foam at the bottom of the right window by the main electric panel. I observed a stucco crack in excess of 1/16" at the coach light on the side patio. Contractor should correct by appropriate means.

¹ This means the license is suspended for lack of qualifying party, lack of bond, nonrenewal, Recovery Fund payout, or for any reason listed in A.R.S. § 32-1124(F).



Katie Hobbs, Governor

Martín Quezada, Director

Governing Rule: ARS 32-1154(A)(3) Poor Workmanship namely Rule R4-9-108

Compliance Item: 3 – Garage ceiling blowout.

Investigator's Observation: Verified. I observed cracked/chipped drywall in the ceiling of the single car garage. Contractor should correct by appropriate means.

Governing Rule: ARS 32-1154(A)(3) Poor Workmanship namely Rule R4-9-108

Compliance Item: 4 – Interior trim with multiple issues vs ROC guidelines / requirements and interior doors binding and not square in frames, not painted on all six sides.

Investigator's Observation: Verified. I observed a cracked door casing at the garage fire door. The guest bathroom door does not close. The guest bedroom hall door does not latch. "Andrew's" bedroom has chipped paint on the entrance and closet doors. The upstairs hall bath door does not latch. The master closet door does not latch. Contractor should verify and paint all sides of the doors throughout. Contractor should correct by appropriate means.

Governing Rule: ARS 32-1154(A)(3) Poor Workmanship namely Rule R4-9-108

Compliance Item: 5 – Interior drywall / paint repairs visible and wrong sheen used.

Investigator's Observation: Verified. A majority of the drywall repairs pointed out by the Complainant are within standards and closely match the surrounding area with texture and paint. The following need corrections: The drywall to the right of the guest bath shower has no texture. The paint on the front door is bubbling throughout. The paint sheen is wrong at the top right of the master



ARIZONA REGISTRAR OF CONTRACTORS



Katie Hobbs, Governor

Martín Quezada, Director

shower. The drywall is cracking at the header in the master bath between bedroom and shower. There is a crack in the drywall in “Adam’s” room under the window. Contractor should correct by appropriate means.

Governing Rule: ARS 32-1154(A)(3) Poor Workmanship namely Rule R4-9-108

Compliance Item: 6 – Tile grout cracking in kitchen and MBR despite previous repairs, wrong color grout used for repairs, caulking used in place of grout to repair is cracking.

Investigator’s Observation: Verified. I observed an area in the kitchen in front of the sink, dishwasher and range with the wrong color grout. I observed low grout about five feet off the right side of the kitchen island. I observed the fifth tile into the master bath with cracked grout. I observed cracked grout at the baseboards under the master bath window. I observed a missing tile under the right vanity in the master bath. I observed cracked grout around the master shower pan perimeter. Contractor should correct by appropriate means.

Governing Rule: ARS 32-1154(A)(3) Poor Workmanship namely Rule R4-9-108

Compliance Item: 7 – Missing cabinet doors (bathroom) / incorrect style doors / poor touchups / repair to same. Self-closing hinges and drawer sides on some cabinets but not others (kitchen). Incorrect crown installed.

Investigator’s Observation: Verified. I observed the right vanity in the master bath with missing doors. I observed the bottom right drawer in the right vanity in the master bath not closed flush. I observed the right and left vanity counters in the master bath to be about 1/4” off from each other in height. I observed a hole in the left cabinet door in the guest bath. I observed a large gap in the cabinet trim to the right of the vanity in the guest bath. I observed the toe kick not secure in the guest bath. I observed the wrong drawer front installed to the right of the kitchen sink



ARIZONA REGISTRAR OF CONTRACTORS



Katie Hobbs, Governor

Martín Quezada, Director

and one in the pantry. I observed a nail sticking out on the bottom of the false front under the kitchen sink. I observed missing soft close hinges throughout. I observed the wrong crown molding installed above the kitchen cabinets. The walkthrough paperwork prior to close states the current molding will be replaced with “Tru WCM” and it has “Cove” installed. Contractor should correct by appropriate means.

Governing Rule: ARS 32-1154(A)(3) Poor Workmanship namely Rule R4-9-108

Compliance Item: 8 – Vanity tops have excessive damage from new and attempts to repair have damaged them further. Sink in MBR top has crack cast in from new visible in bowl.

Investigator’s Observation: Verified. I observed damaged/chipped countertop on the left side of the guest bath vanity. I observed a bad repair on the front of the countertop in the upstairs hall bath and a bad repair on the back curve at the back splash. I observed a crack in the left sink in the master bath. Contractor should correct by appropriate means.

Governing Rule: ARS 32-1154(A)(3) Poor Workmanship namely Rule R4-9-108

Compliance Item: 10 – Replacement of glass (scratched internally from new) in 3 windows/patio doors resulted in IG units coming loose from frames and damaged trim (retainers) while 1 IG unit (new) has silicone “wad” showing between glass at eye level.

Investigator’s Observation: Verified. I observed the fixed window on the side patio sliding door and it was loose in the frame. I observed the rear patio fixed window in the sliding door and it had excessive sealant seeping out in the glass. Contractor should correct by appropriate means.



Katie Hobbs, Governor

Martín Quezada, Director

Governing Rule: ARS 32-1154(A)(3) Poor Workmanship namely Rule R4-9-108

Compliance Item: 13 – Roof tiles shifting and several cracked. Roof vents not secured and flashing coming up.

Investigator's Observation: Verified. I observed a plumbing vent flashing peeling up from the roof on the south west roof area. I was unable to observe any cracked tiles due to access. Contractor should correct the vent flashing by appropriate means.

Governing Rule: ARS 32-1154(A)(3) Poor Workmanship namely Rule R4-9-108

ITEMS NOT REQUIRING CORRECTION

The following complaint items require no action by the Respondent:

Compliance Item: 1 – Possible structural (issues) causing water intrusion from outside.

Investigator's Observation: Unverified. I did not observe any structural issues pointed out by the complainant. The Complainant also did not want to conduct a water test during the inspection. In response to this complaint item: There is not sufficient evidence to find that the Respondent Failed to meet minimum workmanship standards per A.A.C. R4-9-108.

Governing Rule: N/A

Compliance Item: 9 – Water intrusion after moderate rain at master bedroom, downstairs bedroom and dining room.

Investigator's Observation: Unverified. The Complainant did not want to conduct a water test during this inspection so this item was not observed. The



ARIZONA REGISTRAR OF CONTRACTORS



Katie Hobbs, Governor

Martín Quezada, Director

Respondent and Complainant agreed the Respondent would conduct a water test at a later date and correct as needed. In response to this complaint item: There is not sufficient evidence to find that the Respondent Failed to meet minimum workmanship standards per A.A.C. R4-9-108.

Governing Rule: N/A

Compliance Item: 11 – Garage floods at doors with moderate rain.

Investigator's Observation: Unverified. The Complainant did not want to conduct a water test during this inspection so this item was not observed. The Respondent and Complainant agreed that the Respondent already has a plan to correct. In response to this complaint item: There is not sufficient evidence to find that the Respondent Failed to meet minimum workmanship standards per A.A.C. R4-9-108.

Governing Rule: N/A

Compliance Item: 12 – Garage doors repaired twice and remain crooked in frames with two car unit showing an obvious droop or bend in the center when open.

Investigator's Observation: Unverified. The Complainant stated this item has been corrected and is functioning at this time.

Governing Rule: N/A

Compliance Item: 14 – Backyard shows excessive standing water after moderate rain while adjacent homes do not.

Investigator's Observation: Unverified. The yard was dry during the inspection and it had rained a few days prior. The grading appeared to be within standards, sloped away from the structure and to the front of the structure. The Complainant stated the water dissipates within 24 hours. No standing water should remain in the yard for more than 48 hours after it rains. No correction



ARIZONA REGISTRAR OF CONTRACTORS



Katie Hobbs, Governor

Martín Quezada, Director

required.

Governing Rule: N/A

Please direct all questions regarding this Directive to the undersigned Investigator.

Sincerely,

Doug Barrett

Doug Barrett,

Investigator

(602) 771-6775

doug.barrett@roc.az.gov

1700 W Washington St, Suite 105

Phoenix, AZ 85007

CC:

Respondent

Complainant

Complainant Attorney

Respondent Attorney



ARIZONA REGISTRAR OF CONTRACTORS



Katie Hobbs, Governor

Martín Quezada, Director

Complainant Attorney:
Andy Rahtz
2916 N. 7th Ave.
Phoenix, AZ 85013



ARIZONA REGISTRAR OF CONTRACTORS



Katie Hobbs, Governor

Martín Quezada, Director

Respondent Attorney:
Jeffrey D. Harris, Esq.
8355 E Hartford Dr Ste 200
Scottsdale, AZ 85255



ARIZONA REGISTRAR OF CONTRACTORS



Katie Hobbs, Governor

Martín Quezada, Director

Complainant:
Thomas Gorr
9646 E. Ripple Dr.
Mesa, AZ 85212



ARIZONA REGISTRAR OF CONTRACTORS



Katie Hobbs, Governor

Martín Quezada, Director

Respondent:
CWHD Contracting LLC
DBA:
2915 E Baseline Rd Ste 124
Gilbert, AZ 85234



ARIZONA REGISTRAR OF CONTRACTORS



Katie Hobbs, Governor

Martín Quezada, Director

March 29, 2023

License No. ROC 336470

Re: Complaint No. 2022-11882

REVISED WRITTEN DIRECTIVE FROM THE REGISTRAR

Dear Respondent:

After investigation, the Registrar determined that you failed to meet the requirements of A.R.S. § 32-1154(A), and now issues this Directive requiring you to take appropriate corrective action. Failure to comply with this Directive constitutes a violation of A.R.S. § 32-1154(A)(22) and may result in the issuance of a citation, discipline of your license, and a civil penalty pursuant to A.R.S. § 32-1154(E) of up to \$500.00. **You must notify the Registrar's assigned Investigator of your compliance with this Directive prior to 5:00 p.m. on 05-08-2023.**

RESTRICTIONS

- You may not perform or hire other contractors to perform work that is outside the scope of your license.
- If your license is currently suspended for administrative reasons¹, or is inactive, expired, or cancelled, you may not perform any corrective work nor contract in any manner, which includes hiring other contractors to perform work, until the suspension of your license(s) has been lifted or your license(s) has been reactivated.

DIRECTIVE REQUIREMENTS

You are directed to remedy the following violations by the appropriate means:

Compliance Item: 2 – Stucco Cracking.

Investigator's Observation: Verified. I observed a hole in the stucco below the left window above the single car garage on top of pop out. I observed wire mesh sticking out from the stucco at the bottom left of the left window by the main electric panel. I observed a hole with exposed foam at the bottom of the right window by the main electric panel. I observed a stucco crack in excess of 1/16" at the coach light on the side patio. Contractor should correct by appropriate means.

¹ This means the license is suspended for lack of qualifying party, lack of bond, nonrenewal, Recovery Fund payout, or for any reason listed in A.R.S. § 32-1124(F).



Katie Hobbs, Governor

Martín Quezada, Director

Governing Rule: ARS 32-1154(A)(3) Poor Workmanship namely Rule R4-9-108

Compliance Item: 3 – Garage ceiling blowout.

Investigator's Observation: Verified. I observed cracked/chipped drywall in the ceiling of the single car garage. Contractor should correct by appropriate means.

Governing Rule: ARS 32-1154(A)(3) Poor Workmanship namely Rule R4-9-108

Compliance Item: 4 – Interior trim with multiple issues vs ROC guidelines / requirements and interior doors binding and not square in frames, not painted on all six sides.

Investigator's Observation: Verified. I observed a cracked door casing at the garage fire door. The guest bathroom door does not close. The guest bedroom hall door does not latch. "Andrew's" bedroom has chipped paint on the entrance and closet doors. The upstairs hall bath door does not latch. The master closet door does not latch. Contractor should verify and paint all sides of the doors throughout. Contractor should correct by appropriate means.

Governing Rule: ARS 32-1154(A)(3) Poor Workmanship namely Rule R4-9-108

Compliance Item: 5 – Interior drywall / paint repairs visible and wrong sheen used.

Investigator's Observation: Verified. A majority of the drywall repairs pointed out by the Complainant are within standards and closely match the surrounding area with texture and paint. The following need corrections: The drywall to the right of the guest bath shower has no texture. The paint on the front door is bubbling throughout. The paint sheen is wrong at the top right of the master



Katie Hobbs, Governor

Martín Quezada, Director

shower. The drywall is cracking at the header in the master bath between bedroom and shower. There is a crack in the drywall in “Adam’s” room under the window. Contractor should correct by appropriate means.

Governing Rule: ARS 32-1154(A)(3) Poor Workmanship namely Rule R4-9-108

Compliance Item: 6 – Tile grout cracking in kitchen and MBR despite previous repairs, wrong color grout used for repairs, caulking used in place of grout to repair is cracking.

Investigator’s Observation: Verified. I observed an area in the kitchen in front of the sink, dishwasher and range with the wrong color grout. I observed low grout about five feet off the right side of the kitchen island. I observed the fifth tile into the master bath with cracked grout. I observed cracked grout at the baseboards under the master bath window. I observed a missing tile under the right vanity in the master bath. I observed cracked grout around the master shower pan perimeter. Contractor should correct by appropriate means.

Governing Rule: ARS 32-1154(A)(3) Poor Workmanship namely Rule R4-9-108

Compliance Item: 7 – Missing cabinet doors (bathroom) / incorrect style doors / poor touchups / repair to same. Self-closing hinges and drawer sides on some cabinets but not others (kitchen). Incorrect crown installed.

Investigator’s Observation: Verified. I observed the right vanity in the master bath with missing doors. I observed the bottom right drawer in the right vanity in the master bath not closed flush. I observed the right and left vanity counters in the master bath to be about 1/4” off from each other in height. I observed a hole in the left cabinet door in the guest bath. I observed a large gap in the cabinet trim to the right of the vanity in the guest bath. I observed the toe kick not secure in the guest bath. I observed the wrong drawer front installed to the right of the kitchen sink



ARIZONA REGISTRAR OF CONTRACTORS



Katie Hobbs, Governor

Martín Quezada, Director

and one in the pantry. I observed a nail sticking out on the bottom of the false front under the kitchen sink. I observed missing soft close hinges and drawers throughout. I observed the wrong crown molding installed above the kitchen cabinets. The walkthrough paperwork prior to close states the current molding will be replaced with “Tru WCM” and it has “Cove” installed. Contractor should correct by appropriate means.

Governing Rule: ARS 32-1154(A)(3) Poor Workmanship namely Rule R4-9-108

Compliance Item: 8 – Vanity tops have excessive damage from new and attempts to repair have damaged them further. Sink in MBR top has crack cast in from new visible in bowl.

Investigator’s Observation: Verified. I observed damaged/chipped countertop on the left side of the guest bath vanity. I observed a bad repair on the front of the countertop in the upstairs hall bath and a bad repair on the back curve at the back splash. I observed a crack in the left sink in the master bath. Contractor should correct by appropriate means.

Governing Rule: ARS 32-1154(A)(3) Poor Workmanship namely Rule R4-9-108

Compliance Item: 10 – Replacement of glass (scratched internally from new) in 3 windows/patio doors resulted in IG units coming loose from frames and damaged trim (retainers) while 1 IG unit (new) has silicone “wad” showing between glass at eye level.

Investigator’s Observation: Verified. I observed the fixed window on the side patio sliding door and it was loose in the frame. I observed the rear patio fixed window in the sliding door and it had excessive sealant seeping out in the glass. Contractor should correct by appropriate means.



ARIZONA REGISTRAR OF CONTRACTORS



Katie Hobbs, Governor

Martín Quezada, Director

Governing Rule: ARS 32-1154(A)(3) Poor Workmanship namely Rule R4-9-108

Compliance Item: 13 – Roof tiles shifting and several cracked. Roof vents not secured and flashing coming up.

Investigator's Observation: Verified. I observed a plumbing vent flashing peeling up from the roof on the south west roof area. I was unable to observe any cracked tiles due to access. Contractor should correct the vent flashing by appropriate means.

Governing Rule: ARS 32-1154(A)(3) Poor Workmanship namely Rule R4-9-108

ITEMS NOT REQUIRING CORRECTION

The following complaint items require no action by the Respondent:

Compliance Item: 1 – Possible structural (issues) causing water intrusion from outside.

Investigator's Observation: Unverified. I did not observe any structural issues pointed out by the complainant. The Complainant also did not want to conduct a water test during the inspection. In response to this complaint item: There is not sufficient evidence to find that the Respondent Failed to meet minimum workmanship standards per A.A.C. R4-9-108.

Governing Rule: N/A

Compliance Item: 9 – Water intrusion after moderate rain at master bedroom, downstairs bedroom and dining room.

Investigator's Observation: Unverified. The Complainant did not want to conduct a water test during this inspection so this item was not observed. The



ARIZONA REGISTRAR OF CONTRACTORS



Katie Hobbs, Governor

Martín Quezada, Director

Respondent and Complainant agreed the Respondent would conduct a water test at a later date and correct as needed. In response to this complaint item: There is not sufficient evidence to find that the Respondent Failed to meet minimum workmanship standards per A.A.C. R4-9-108.

Governing Rule: N/A

Compliance Item: 11 – Garage floods at doors with moderate rain.

Investigator's Observation: Unverified. The Complainant did not want to conduct a water test during this inspection so this item was not observed. The Respondent and Complainant agreed that the Respondent already has a plan to correct. In response to this complaint item: There is not sufficient evidence to find that the Respondent Failed to meet minimum workmanship standards per A.A.C. R4-9-108.

Governing Rule: N/A

Compliance Item: 12 – Garage doors repaired twice and remain crooked in frames with two car unit showing an obvious droop or bend in the center when open.

Investigator's Observation: Unverified. The Complainant stated this item has been corrected and is functioning at this time.

Governing Rule: N/A

Compliance Item: 14 – Backyard shows excessive standing water after moderate rain while adjacent homes do not.

Investigator's Observation: Unverified. The yard was dry during the inspection and it had rained a few days prior. The grading appeared to be within standards, sloped away from the structure and to the front of the structure. The Complainant stated the water dissipates within 24 hours. No standing water should remain in the yard for more than 48 hours after it rains. No correction



ARIZONA REGISTRAR OF CONTRACTORS



Katie Hobbs, Governor

Martín Quezada, Director

required.

Governing Rule: N/A

Please direct all questions regarding this Directive to the undersigned Investigator.

Sincerely,

Doug Barrett

Doug Barrett,

Investigator

(602) 771-6775

doug.barrett@roc.az.gov

1700 W Washington St, Suite 105

Phoenix, AZ 85007

CC:

Respondent

Complainant

Complainant Attorney

Respondent Attorney



ARIZONA REGISTRAR OF CONTRACTORS



Katie Hobbs, Governor

Martín Quezada, Director

Complainant Attorney:
Andy Rahtz
2916 N. 7th Ave.
Phoenix, AZ 85013



ARIZONA REGISTRAR OF CONTRACTORS



Katie Hobbs, Governor

Martín Quezada, Director

Respondent Attorney:
Jeffrey D. Harris, Esq.
8355 E Hartford Dr Ste 200
Scottsdale, AZ 85255



ARIZONA REGISTRAR OF CONTRACTORS



Katie Hobbs, Governor

Martín Quezada, Director

Compliance Jobsite Inspection Notes

Case No.: 2022-11882
Investigator: Doug Barrett
Inspection Date: 06-06-2023
Inspection Time: 9:00 AM

Complainant: Tom and Sarah Gorr
Not Present: ☐

Respondent: CWHD Contracting
LLC
Not Present: ☐

Jobsite General Notes: Both parties were present, including Yvonne Castaneda and Vince Madera from the Respondent.

Compliance Item: 2 – Stucco Cracking.

Investigator's Observation: Verified. I observed a hole in the stucco below the left window above the single car garage on top of pop out. I observed wire mesh sticking out from the stucco at the bottom left of the left window by the main electric panel. I observed a hole with exposed foam at the bottom of the right window by the main electric panel. I observed a stucco crack in excess of 1/16" at the coach light on the side patio. Contractor should correct by appropriate means.

06-06-2023: I observed the stucco repaired but it has not been painted. The crack by the coach light was corrected.

Compliance Item: 3 – Garage ceiling blowout.

Investigator's Observation: Verified. I observed cracked/chipped drywall in the ceiling of the single car garage. Contractor should correct by appropriate means.

06-06-2023: This item was not repaired as the complainant did not provide access to the respondent. The Complainant stated she had storage items in the way and could not move them.

Compliance Item: 4 – Interior trim with multiple issues vs ROC guidelines / requirements and interior doors binding and not square in frames, not painted on all six sides.

Investigator's Observation: Verified. I observed a cracked door casing at the garage fire door. The guest bathroom door does not close. The guest bedroom hall door does not latch. "Andrew's" bedroom has chipped paint on the entrance and closet doors. The upstairs hall bath door does not latch. The master closet door does not latch. Contractor should verify and paint all sides of the doors throughout. Contractor should correct by appropriate means.

06-06-2023: The fire door was repaired but was not painted after repairs. All other doors were corrected.

Compliance Item: 5 – Interior drywall / paint repairs visible and wrong sheen used.

Investigator's Observation: Verified. A majority of the drywall repairs pointed out by the Complainant are within standards and closely match the surrounding area with texture and paint. The following need corrections: The drywall to the right of the guest bath shower has no texture. The paint on the front door is bubbling throughout. The paint sheen is wrong at the top right of the master shower. The drywall is cracking at the header in the master bath between bedroom and shower. There is a crack in the drywall in "Adam's" room under the window. Contractor should correct by appropriate means.

06-06-2023: The drywall in the guest bath was not repaired. The front door was replaced but not painted. The sheen on the master shower was still wrong along the right tile. The other two issues were corrected.

Compliance Item: 6 – Tile grout cracking in kitchen and MBR despite previous repairs, wrong color grout used for repairs, caulking used in place of grout to repair is cracking.

Investigator's Observation: Verified. I observed an area in the kitchen in front of the sink, dishwasher and range with the wrong color grout. I observed low grout about five feet off the right side of the kitchen island. I observed the fifth tile into the master bath with cracked grout. I observed cracked grout at the baseboards under the master bath window. I observed a missing tile under the right vanity in the master bath. I observed cracked grout around the master shower pan perimeter. Contractor should correct by appropriate means.

06-06-2023: The grout color in the kitchen has not been repaired and does not match the surrounding area. The master shower pan is not corrected and has cracks/missing grout at the front two corners. The other items have been corrected.

Compliance Item: 7 – Missing cabinet doors (bathroom) / incorrect style doors / poor touchups / repair to same. Self-closing hinges and drawer sides on some cabinets but not others (kitchen). Incorrect crown installed.

Investigator's Observation: Verified. I observed the right vanity in the master bath with missing doors. I observed the bottom right drawer in the right vanity in the master bath not closed flush. I observed the right and left vanity counters in the master bath to be about ¼” off from each other in height. I observed a hole in the left cabinet door in the guest bath. I observed a large gap in the cabinet trim to the right of the vanity in the guest bath. I observed the toe kick not secure in the guest bath. I observed the wrong drawer front installed to the right of the kitchen sink and one in the pantry. I observed a nail sticking out on the bottom of the false front under the kitchen sink. I observed missing soft close hinges throughout. I observed the wrong crown molding installed above the kitchen cabinets. The walkthrough paperwork prior to close states the current

molding will be replaced with “Tru WCM” and it has “Cove” installed. Contractor should correct by appropriate means.

06-06-2023: All items were corrected except for the crown molding. The complainant refused to allow the respondent to install the new crown molding that was on site. The complainant stated the replacement crown was too large and not what they paid for. The original manufacturer is no longer in business and the new crown was fabricated for the complainant. I verified it was the proper design and close in size. It appears to be a necessary substitution for the conditions.

Compliance Item: 8 – Vanity tops have excessive damage from new and attempts to repair have damaged them further. Sink in MBR top has crack cast in from new visible in bowl.

Investigator’s Observation: Verified. I observed damaged/chipped countertop on the left side of the guest bath vanity. I observed a bad repair on the front of the countertop in the upstairs hall bath and a bad repair on the back curve at the back splash. I observed a crack in the left sink in the master bath. Contractor should correct by appropriate means.

06-06-2023: The countertops were corrected. There is still outstanding paint around where the hall bath countertop was replaced.

Compliance Item: 10 – Replacement of glass (scratched internally from new) in 3 windows/patio doors resulted in IG units coming loose from frames and damaged trim (retainers) while 1 IG unit (new) has silicone “wad” showing between glass at eye level.

Investigator’s Observation: Verified. I observed the fixed window on the side patio sliding door and it was loose in the frame. I observed the rear patio fixed window in the sliding door and it had excessive sealant seeping out in the glass. Contractor should correct by appropriate means.

06-06-2023: This item was corrected.

Compliance Item: 13 – Roof tiles shifting and several cracked. Roof vents not secured and flashing coming up.

Investigator's Observation: Verified. I observed a plumbing vent flashing peeling up from the roof on the south west roof area. I was unable to observe any cracked tiles due to access. Contractor should correct the vent flashing by appropriate means.

06-06-2023: This item was corrected.

Complaint #2022-11882

CJSI date 06/06/2023 at 9:00AM

P 1

CJSI PHOTOS



Complaint #2022-11882

CJSI date 06/06/2023 at 9:00AM

P 2
CJSI PHOTOS

Missing paint after fire door repair.

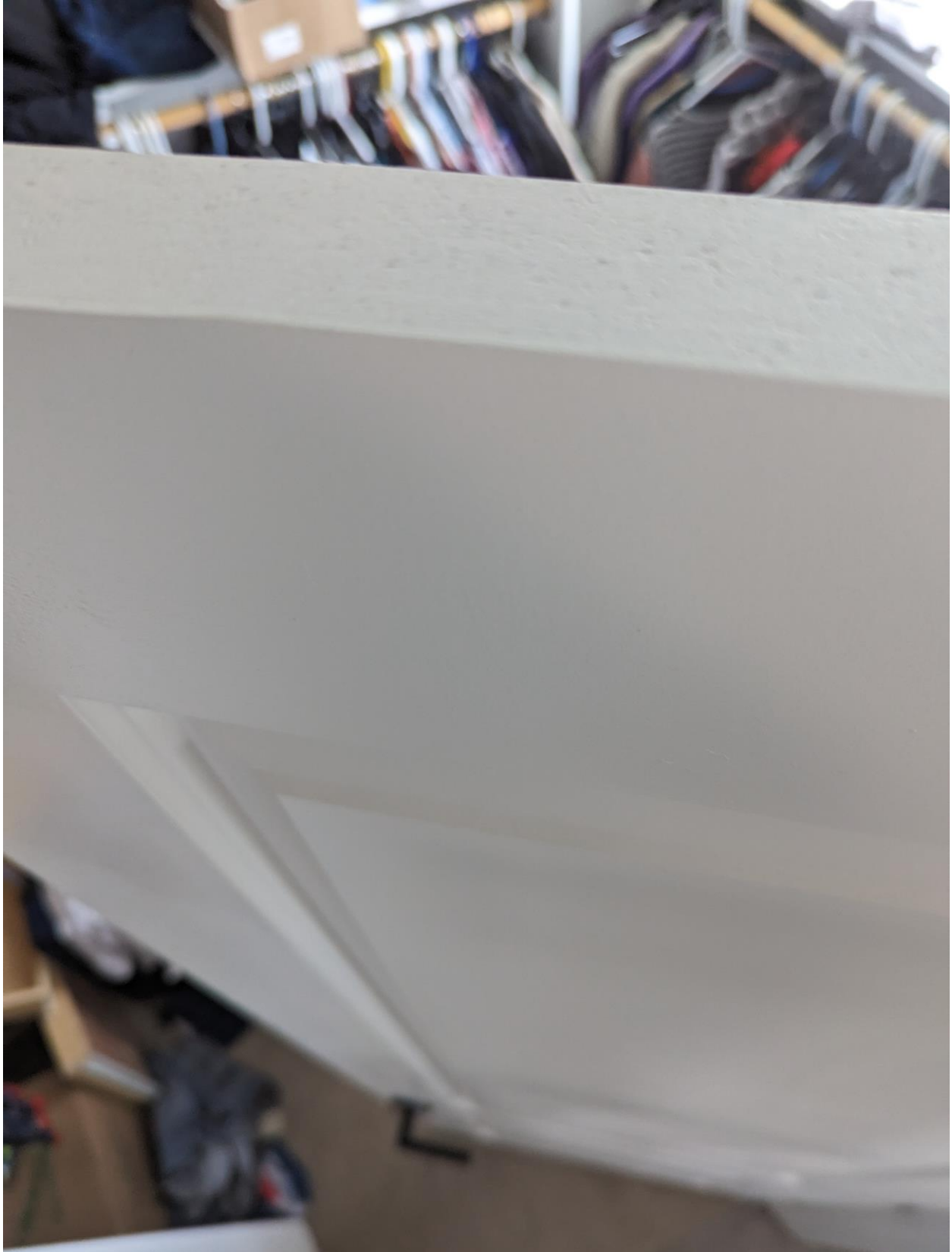


Complaint #2022-11882

CJSI date 06/06/2023 at 9:00AM

P 3
CJSI PHOTOS

Door tops painted.

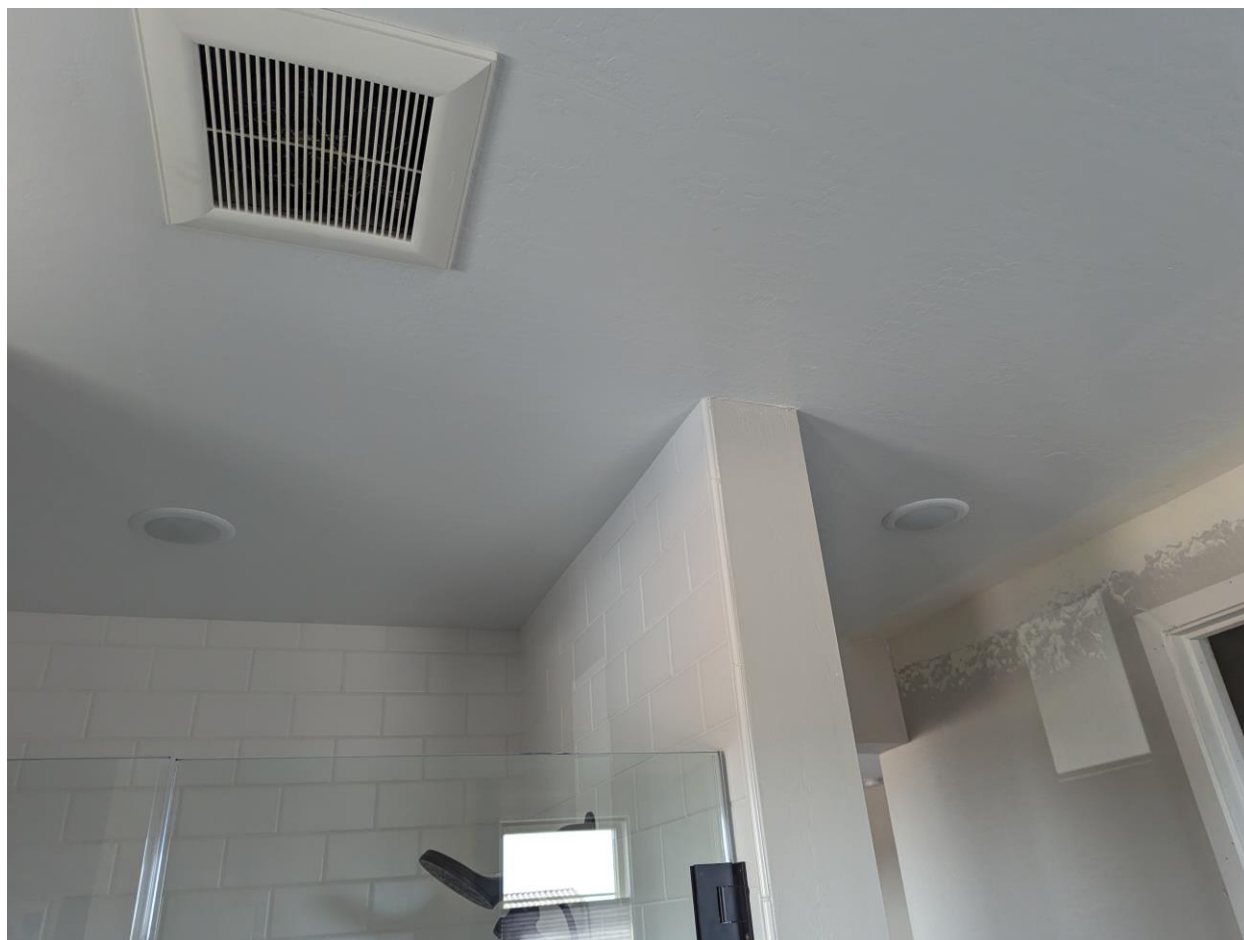


Complaint #2022-11882

CJSI date 06/06/2023 at 9:00AM

P 4
CJSI PHOTOS

Ceiling in master bath painted but still has a line by the right tile with a different sheen.



Complaint #2022-11882

CJSI date 06/06/2023 at 9:00AM

P 5
CJSI PHOTOS

Master bath tile repaired.



Complaint #2022-11882

CJSI date 06/06/2023 at 9:00AM

P 6
CJSI PHOTOS

Master bath tile repaired.



Complaint #2022-11882

CJSI date 06/06/2023 at 9:00AM

P 7
CJSI PHOTOS

Master bath tile repaired.



Complaint #2022-11882

CJSI date 06/06/2023 at 9:00AM

P 8
CJSI PHOTOS

Grout missing/cracked in master shower.



Complaint #2022-11882

CJSI date 06/06/2023 at 9:00AM

P 9
CJSI PHOTOS

Grout missing/cracked in master shower.



Complaint #2022-11882

CJSI date 06/06/2023 at 9:00AM

P 10
CJSI PHOTOS

Master vanities repaired.



Complaint #2022-11882

CJSI date 06/06/2023 at 9:00AM

P 11
CJSI PHOTOS

Master bath countertop replaced.



Complaint #2022-11882

CJSI date 06/06/2023 at 9:00AM

P 12

CJSI PHOTOS

Hall bath countertop replaced.



Complaint #2022-11882

CJSI date 06/06/2023 at 9:00AM

P 13
CJSI PHOTOS

Paint needed hall bath around new
countertop.



Complaint #2022-11882

CJSI date 06/06/2023 at 9:00AM

P 14
CJSI PHOTOS

Paint needed hall bath around new
countertop.



Complaint #2022-11882

CJSI date 06/06/2023 at 9:00AM

P 15

CJSI PHOTOS

Tiles and vent repaired.



Complaint #2022-11882

CJSI date 06/06/2023 at 9:00AM

P 16
CJSI PHOTOS

Texture not repaired at downstairs
bath wall by shower.



Complaint #2022-11882

CJSI date 06/06/2023 at 9:00AM

P 17

CJSI PHOTOS

Front door replaced but not painted.



Complaint #2022-11882

CJSI date 06/06/2023 at 9:00AM

P 18
CJSI PHOTOS

Master wall to bathroom cracks
repaired.



Complaint #2022-11882

CJSI date 06/06/2023 at 9:00AM

P 19

CJSI PHOTOS

Cracks in kid's room repaired.



Complaint #2022-11882

CJSI date 06/06/2023 at 9:00AM

P 20
CJSI PHOTOS

Grout in kitchen not repaired, color does not match surrounding.



Complaint #2022-11882

CJSI date 06/06/2023 at 9:00AM

P 21
CJSI PHOTOS

Grout in kitchen not repaired, color
does not match surrounding.



Complaint #2022-11882

CJSI date 06/06/2023 at 9:00AM

P 22
CJSI PHOTOS

Grout in kitchen not repaired, color
does not match surrounding.



Complaint #2022-11882

CJSI date 06/06/2023 at 9:00AM

P 23

CJSI PHOTOS

Grout in kitchen not repaired, color does not match surrounding.



Complaint #2022-11882

CJSI date 06/06/2023 at 9:00AM

P 24
CJSI PHOTOS

Low grout was repaired.



Complaint #2022-11882

CJSI date 06/06/2023 at 9:00AM

P 25
CJSI PHOTOS

Scribe replaced in downstairs bath.



Complaint #2022-11882

CJSI date 06/06/2023 at 9:00AM

P 26
CJSI PHOTOS

Wrong drawers replaced.



Complaint #2022-11882

CJSI date 06/06/2023 at 9:00AM

P 27

CJSI PHOTOS

Wrong drawers replaced.



Complaint #2022-11882

CJSI date 06/06/2023 at 9:00AM

P 28

CJSI PHOTOS

Wrong drawers replaced.



Complaint #2022-11882

CJSI date 06/06/2023 at 9:00AM

P 29

CJSI PHOTOS

Patio door glass replaced.



Complaint #2022-11882

CJSI date 06/06/2023 at 9:00AM

P 30

CJSI PHOTOS

Access to repair garage ceiling not provided.



Complaint #2022-11882

CJSI date 06/06/2023 at 9:00AM

P 31
CJSI PHOTOS

Exterior stucco repairs not painted.



Complaint #2022-11882

CJSI date 06/06/2023 at 9:00AM

P 32

CJSI PHOTOS

Exterior stucco repairs not painted.



Complaint #2022-11882

CJSI date 06/06/2023 at 9:00AM

P 33

CJSI PHOTOS

Crack at coach light repaired.





ARIZONA REGISTRAR OF CONTRACTORS



Katie Hobbs, Governor

Martín Quezada, Director

Compliance Jobsite Inspection Notes

Case No.: 2022-11882
Investigator: Doug Barrett
Inspection Date: 07-17-2023
Inspection Time: 10:00 AM

Complainant: Tom and Sarah Gorr
Not Present: ☐

Respondent: CWHD Contracting
LLC
Not Present: ☐

Jobsite General Notes: Both parties were present, including Yvonne Castaneda from the Respondent.

Compliance Item: 2 – Stucco Cracking.

Investigator's Observation: Verified. I observed a hole in the stucco below the left window above the single car garage on top of pop out. I observed wire mesh sticking out from the stucco at the bottom left of the left window by the main electric panel. I observed a hole with exposed foam at the bottom of the right window by the main electric panel. I observed a stucco crack in excess of 1/16" at the coach light on the side patio. Contractor should correct by appropriate means.

07-17-2023: This item has been corrected.

Compliance Item: 3 – Garage ceiling blowout.

Investigator's Observation: Verified. I observed cracked/chipped drywall in the ceiling of the single car garage. Contractor should correct by appropriate means.

06-06-2023: This item was not repaired as the complainant did not provide access to the respondent. The Complainant stated she had storage items in the way and could not move them.

Compliance Item: 4 – Interior trim with multiple issues vs ROC guidelines / requirements and interior doors binding and not square in frames, not painted on all six sides.

Investigator's Observation: Verified. I observed a cracked door casing at the garage fire door. The guest bathroom door does not close. The guest bedroom hall door does not latch. "Andrew's" bedroom has chipped paint on the entrance and closet doors. The upstairs hall bath door does not latch. The master closet door does not latch. Contractor should verify and paint all sides of the doors throughout. Contractor should correct by appropriate means.

07-17-2023: This item has been corrected.

Compliance Item: 5 – Interior drywall / paint repairs visible and wrong sheen used.

Investigator's Observation: Verified. A majority of the drywall repairs pointed out by the Complainant are within standards and closely match the surrounding area with texture and paint. The following need corrections: The drywall to the right of the guest bath shower has no texture. The paint on the front door is bubbling throughout. The paint sheen is wrong at the top right of the master shower. The drywall is cracking at the header in the master bath between bedroom and shower. There is a crack in the drywall in "Adam's" room under the window. Contractor should correct by appropriate means.

07-17-2023: This item has been corrected.

Compliance Item: 6 – Tile grout cracking in kitchen and MBR despite previous repairs, wrong color grout used for repairs, caulking used in place of grout to repair

is cracking.

Investigator's Observation: Verified. I observed an area in the kitchen in front of the sink, dishwasher and range with the wrong color grout. I observed low grout about five feet off the right side of the kitchen island. I observed the fifth tile into the master bath with cracked grout. I observed cracked grout at the baseboards under the master bath window. I observed a missing tile under the right vanity in the master bath. I observed cracked grout around the master shower pan perimeter. Contractor should correct by appropriate means.

07-17-2023: The master shower pan is not corrected and has cracks/missing grout at the front two corners. The other items have been corrected.

Compliance Item: 7 – Missing cabinet doors (bathroom) / incorrect style doors / poor touchups / repair to same. Self-closing hinges and drawer sides on some cabinets but not others (kitchen). Incorrect crown installed.

Investigator's Observation: Verified. I observed the right vanity in the master bath with missing doors. I observed the bottom right drawer in the right vanity in the master bath not closed flush. I observed the right and left vanity counters in the master bath to be about ¼” off from each other in height. I observed a hole in the left cabinet door in the guest bath. I observed a large gap in the cabinet trim to the right of the vanity in the guest bath. I observed the toe kick not secure in the guest bath. I observed the wrong drawer front installed to the right of the kitchen sink and one in the pantry. I observed a nail sticking out on the bottom of the false front under the kitchen sink. I observed missing soft close hinges throughout. I observed the wrong crown molding installed above the kitchen cabinets. The walkthrough paperwork prior to close states the current molding will be replaced with “Tru WCM” and it has “Cove” installed. Contractor should correct by appropriate means.

07-17-2023: The right vanity was repaired, however the new doors are thicker than the left vanity's and stick out from the countertop about ¼” where the left one

is flush. The fake drawer front under the kitchen sink and the drawer to the right of it have a rough finish and do not match the surrounding cabinet finishes. All other items were corrected except for the crown molding. The complainant refused to allow the respondent to install the new crown molding that was on site. The complainant stated the replacement crown was too large and not what they paid for. The original manufacturer is no longer in business and the new crown was fabricated for the complainant. I verified it was the proper design and close in size. It appears to be a necessary substitution for the conditions.

Compliance Item: 8 – Vanity tops have excessive damage from new and attempts to repair have damaged them further. Sink in MBR top has crack cast in from new visible in bowl.

Investigator's Observation: Verified. I observed damaged/chipped countertop on the left side of the guest bath vanity. I observed a bad repair on the front of the countertop in the upstairs hall bath and a bad repair on the back curve at the back splash. I observed a crack in the left sink in the master bath. Contractor should correct by appropriate means.

07-17-2023: This item has been corrected.

Compliance Item: 10 – Replacement of glass (scratched internally from new) in 3 windows/patio doors resulted in IG units coming loose from frames and damaged trim (retainers) while 1 IG unit (new) has silicone “wad” showing between glass at eye level.

Investigator's Observation: Verified. I observed the fixed window on the side patio sliding door and it was loose in the frame. I observed the rear patio fixed window in the sliding door and it had excessive sealant seeping out in the glass. Contractor should correct by appropriate means.

07-17-2023: This item has been corrected.

Compliance Item: 13 – Roof tiles shifting and several cracked. Roof vents not secured and flashing coming up.

Investigator's Observation: Verified. I observed a plumbing vent flashing peeling up from the roof on the south west roof area. I was unable to observe any cracked tiles due to access. Contractor should correct the vent flashing by appropriate means.

07-17-2023: This item has been corrected.

Complaint #2022-11882

CJSI date 07/17/2023 at 10:00AM

P 1

CJSI PHOTOS

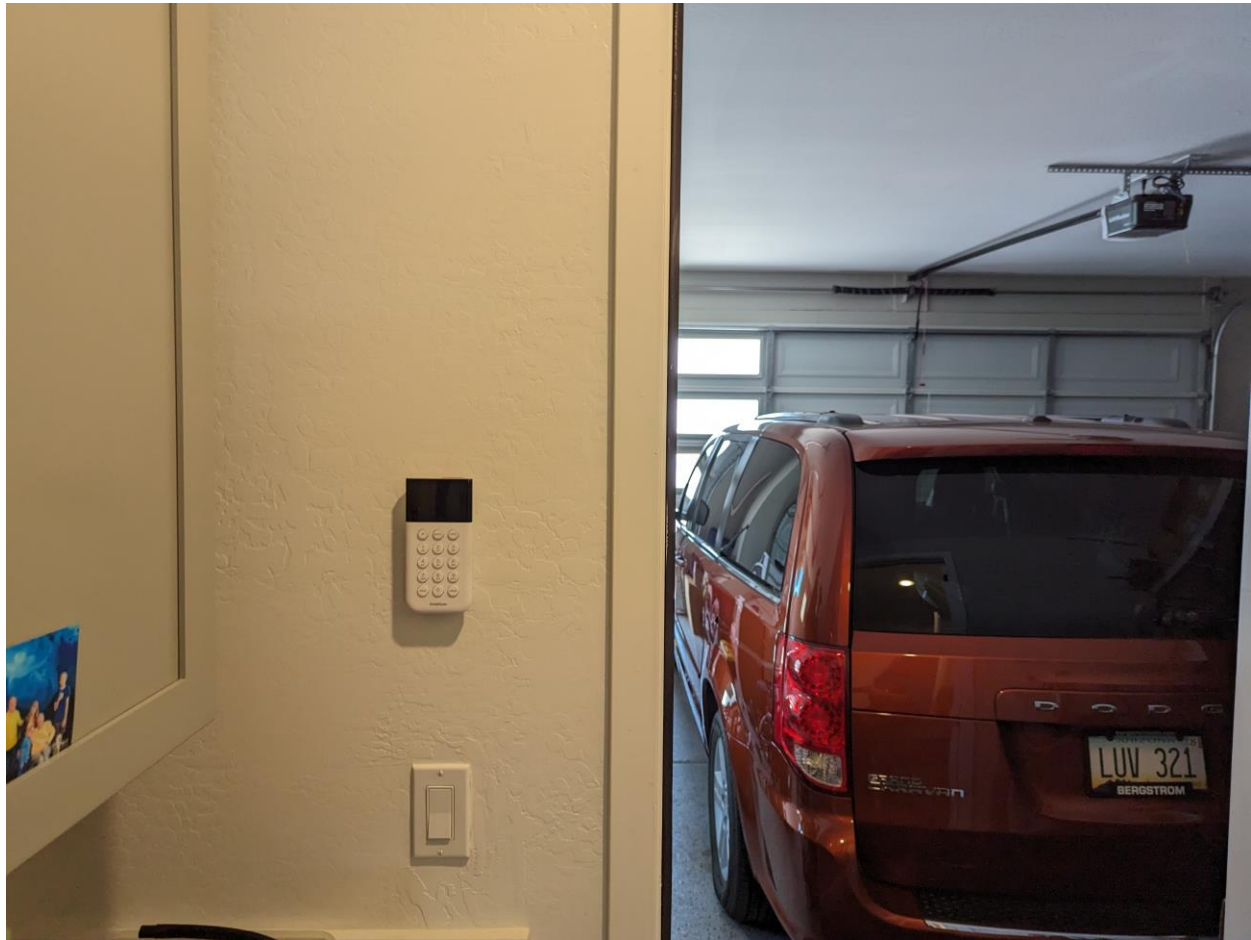


Complaint #2022-11882

CJSI date 07/17/2023 at 10:00AM

P 2

CJSI PHOTOS



Complaint #2022-11882

CJSI date 07/17/2023 at 10:00AM

P 3

CJSI PHOTOS



Complaint #2022-11882

CJSI date 07/17/2023 at 10:00AM

P 4

CJSI PHOTOS

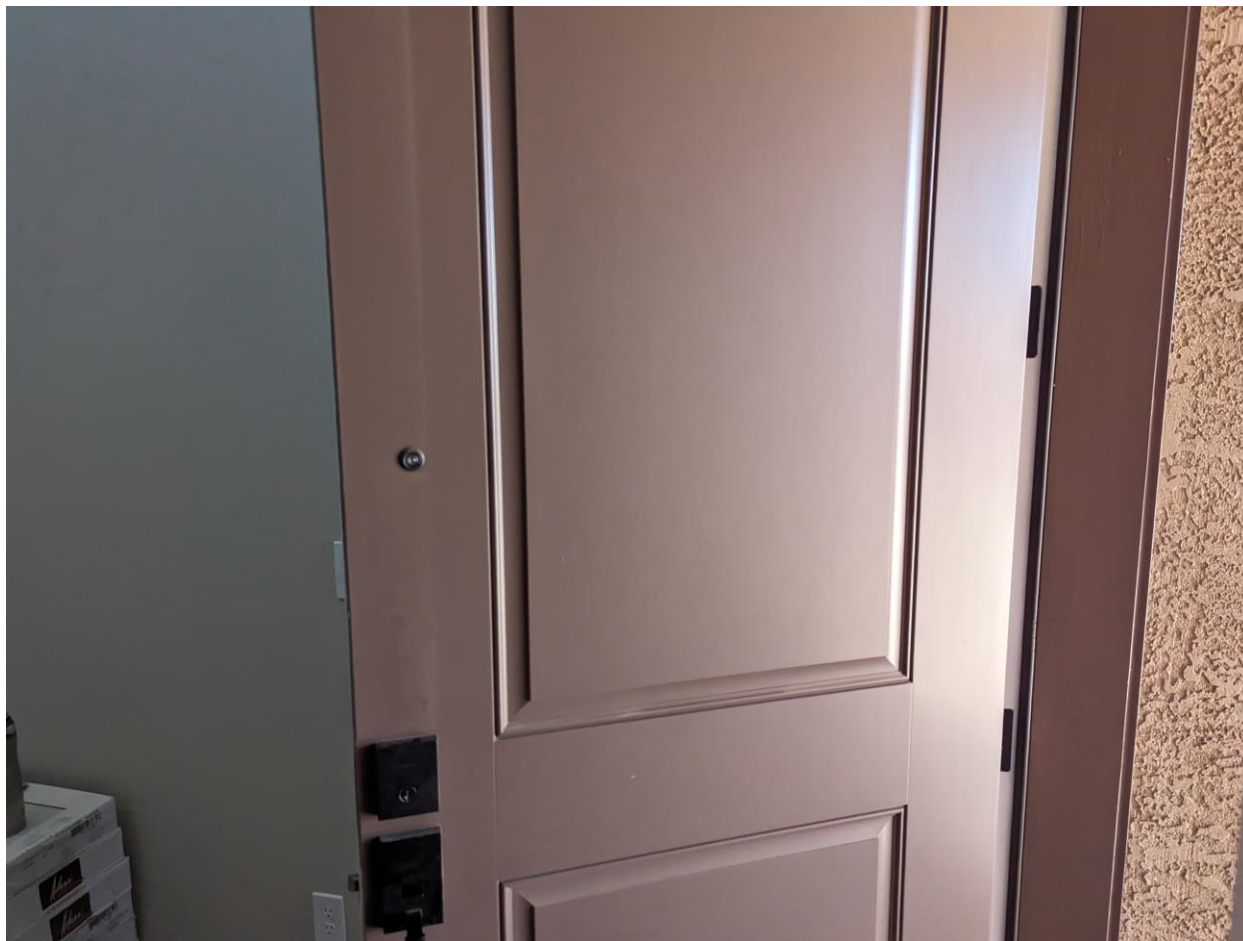


Complaint #2022-11882

CJSI date 07/17/2023 at 10:00AM

P 5

CJSI PHOTOS



Complaint #2022-11882

CJSI date 07/17/2023 at 10:00AM

P 6

CJSI PHOTOS

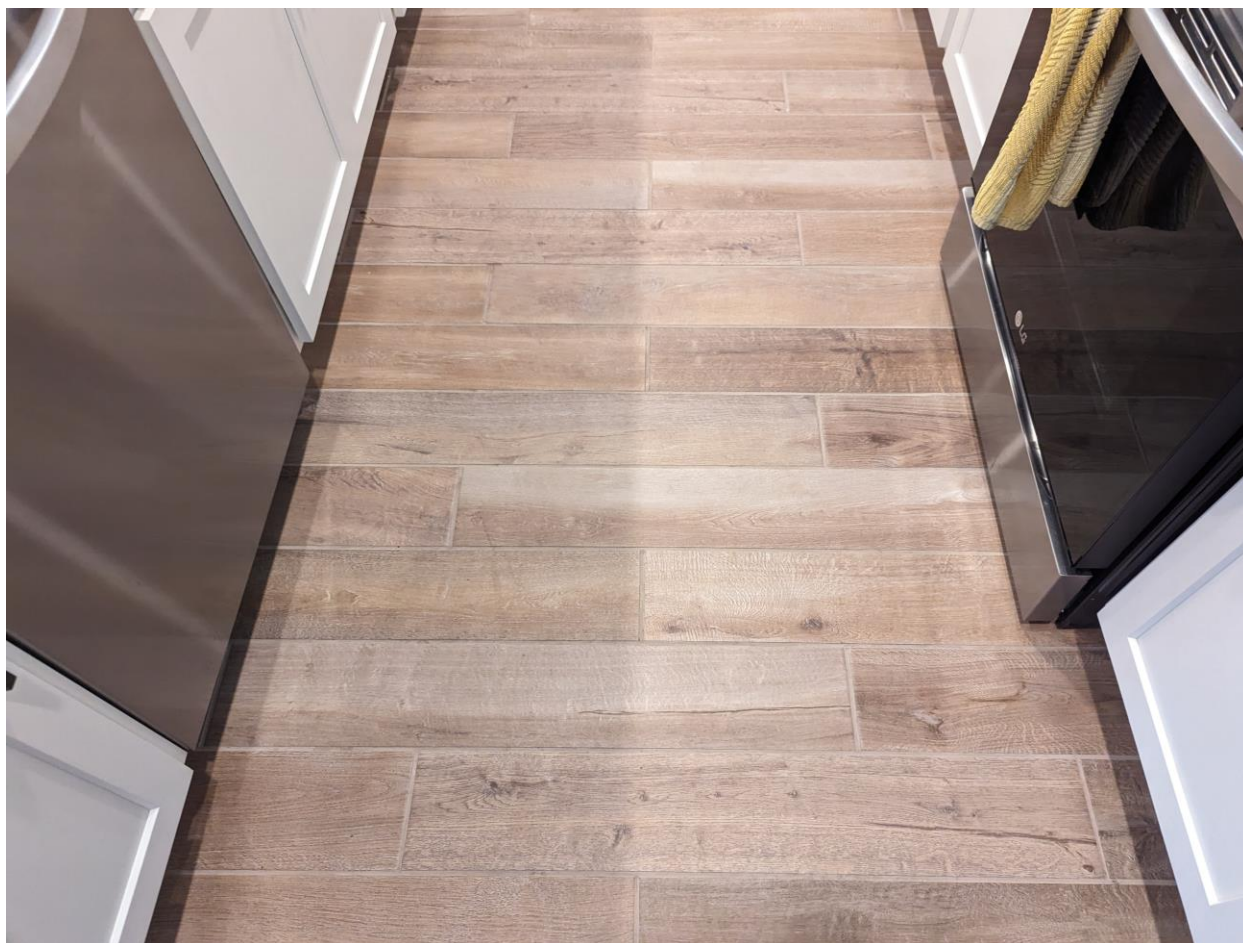


Complaint #2022-11882

CJSI date 07/17/2023 at 10:00AM

P 7

CJSI PHOTOS

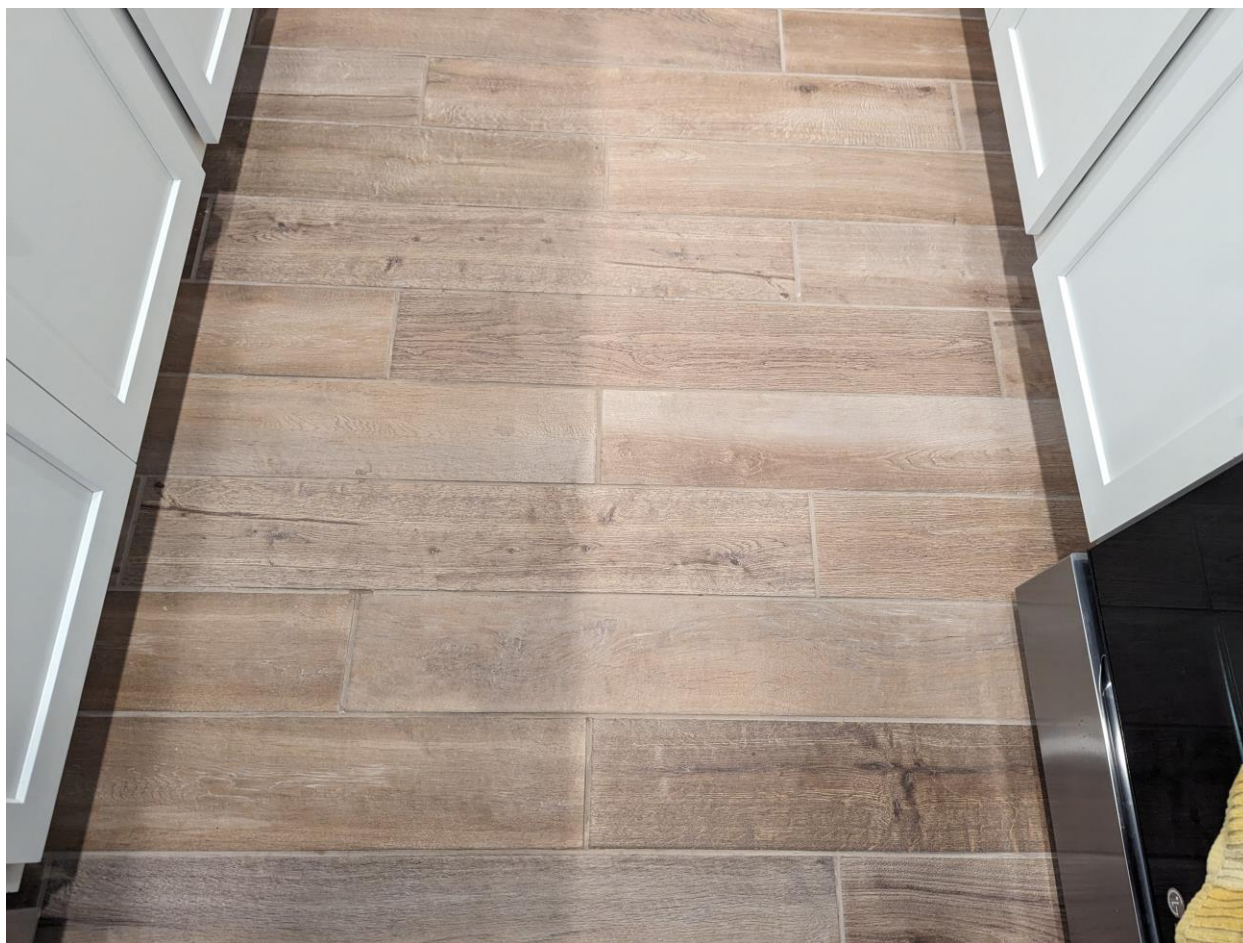


Complaint #2022-11882

CJSI date 07/17/2023 at 10:00AM

P 8

CJSI PHOTOS



Complaint #2022-11882

CJSI date 07/17/2023 at 10:00AM

P 9

CJSI PHOTOS



Complaint #2022-11882

CJSI date 07/17/2023 at 10:00AM

P 10

CJSI PHOTOS



Complaint #2022-11882

CJSI date 07/17/2023 at 10:00AM

P 11

CJSI PHOTOS



Complaint #2022-11882

CJSI date 07/17/2023 at 10:00AM

P 12

CJSI PHOTOS



Complaint #2022-11882

CJSI date 07/17/2023 at 10:00AM

P 13

CJSI PHOTOS



Complaint #2022-11882

CJSI date 07/17/2023 at 10:00AM

P 14

CJSI PHOTOS



Complaint #2022-11882

CJSI date 07/17/2023 at 10:00AM

P 15

CJSI PHOTOS



Complaint #2022-11882

CJSI date 07/17/2023 at 10:00AM

P 16

CJSI PHOTOS



Complaint #2022-11882

CJSI date 07/17/2023 at 10:00AM

P 17

CJSI PHOTOS



Complaint #2022-11882

CJSI date 07/17/2023 at 10:00AM

P 18

CJSI PHOTOS

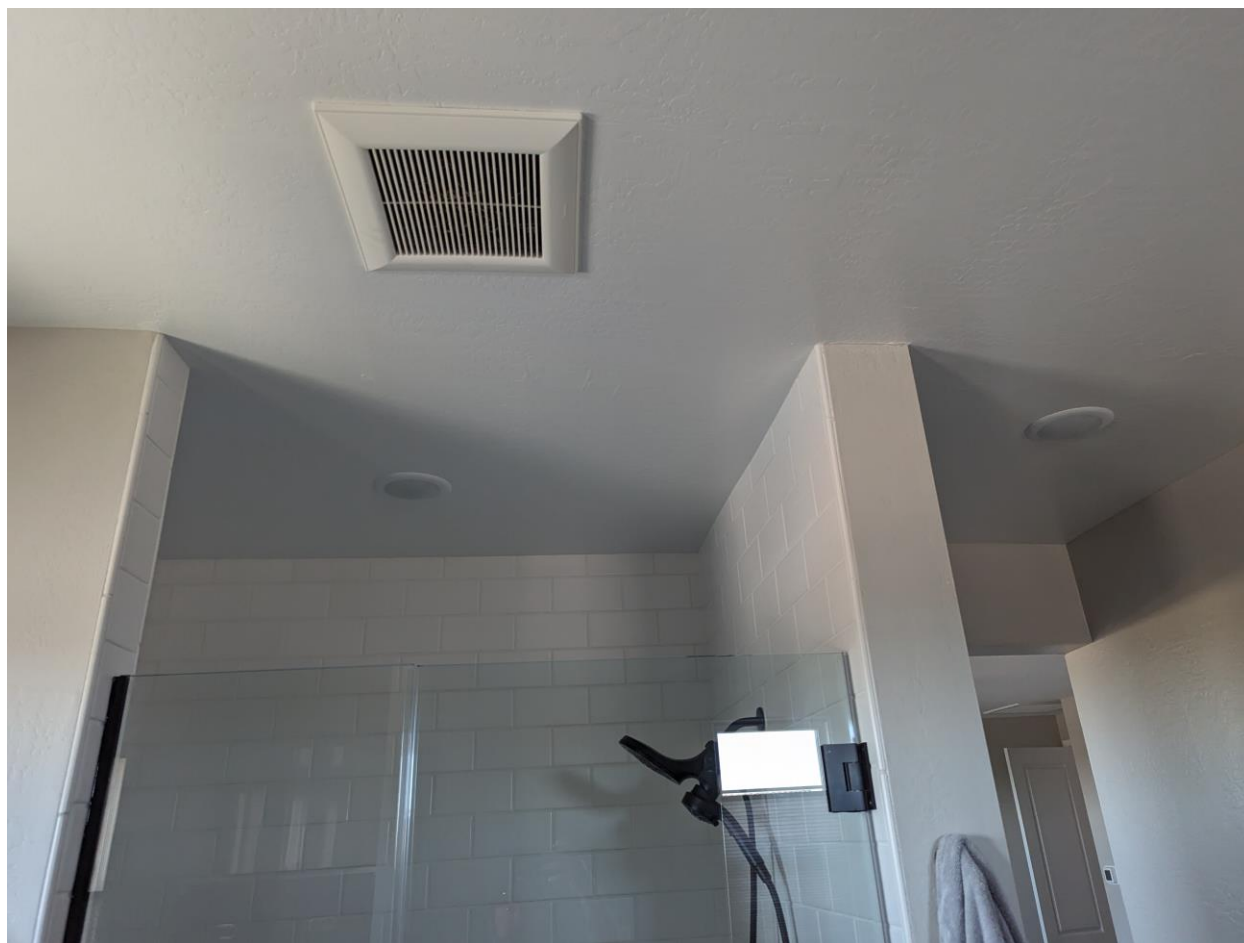


Complaint #2022-11882

CJSI date 07/17/2023 at 10:00AM

P 19

CJSI PHOTOS



Complaint #2022-11882

CJSI date 07/17/2023 at 10:00AM

P 20

CJSI PHOTOS



Complaint #2022-11882

CJSI date 07/17/2023 at 10:00AM

P 21

CJSI PHOTOS



Complaint #2022-11882

CJSI date 07/17/2023 at 10:00AM

P 22

CJSI PHOTOS



Complaint #2022-11882

CJSI date 07/17/2023 at 10:00AM

P 23

CJSI PHOTOS



Complaint #2022-11882

CJSI date 07/17/2023 at 10:00AM

P 24

CJSI PHOTOS



Complaint #2022-11882

CJSI date 07/17/2023 at 10:00AM

P 25

CJSI PHOTOS



Complaint #2022-11882

CJSI date 07/17/2023 at 10:00AM

P 26

CJSI PHOTOS



Complaint #2022-11882

CJSI date 07/17/2023 at 10:00AM

P 27

CJSI PHOTOS



Complaint #2022-11882

CJSI date 07/17/2023 at 10:00AM

P 28

CJSI PHOTOS



Complaint #2022-11882

CJSI date 07/17/2023 at 10:00AM

P 29

CJSI PHOTOS



Complaint #2022-11882

CJSI date 07/17/2023 at 10:00AM

P 30

CJSI PHOTOS



Complaint #2022-11882

CJSI date 07/17/2023 at 10:00AM

P 31

CJSI PHOTOS



Complaint #2022-11882

CJSI date 07/17/2023 at 10:00AM

P 32

CJSI PHOTOS



Complaint #2022-11882

CJSI date 07/17/2023 at 10:00AM

P 33

CJSI PHOTOS



Complaint #2022-11882

CJSI date 07/17/2023 at 10:00AM

P 34

CJSI PHOTOS



Complaint #2022-11882

CJSI date 07/17/2023 at 10:00AM

P 35

CJSI PHOTOS

