

# New Home Limited WARRANTY

## WARRANTY HIGHLIGHTS

**1** year coverage on the workability of plumbing, electrical, HVAC, and other mechanical systems

**Extended** manufacturer's warranties on appliances, HVAC, water heater, garage door & opener, windows, siding and roofing shingles

Property Address: Monarch Townhomes

Warranties are transferable to subsequent owner who takes title within the applicable warranty period. Information above is intended only to highlight certain aspects of the warranty. Terms, conditions, exclusions, and limitations apply. Warranty is based on criteria that are set forth in the full warranty. Homeowner responsible for registration for all manufacturer's extended warranties. This material shall not constitute a valid offer in any state or for any system or product where prior registration is required or if void by law.

# CONTACT INFORMATION

If you are experiencing an issue with a system included in the warranty, please contact the contractor or manufacturer directly below. Purchaser's must complete product registration with manufacturer's at time of title transfer.

Cosmetic items such as sheetrock, paint, flooring, door adjustment, and caulking do not qualify as warrantable items. *Purchaser is advised to conduct all inspections to their satisfaction prior to closing and accepts the property in its present condition at closing, without additional warranty except as described within.*

## Appliances

Kansas Lighting  
316.685.9235

## Sprinkler

Unkel Irrigation  
316.304.1560

## Roofing

Luis Roofing  
316.259.5340

## Plumbing

Plumbing Solutions  
316.942.0019

## Electrical

Drake Electric  
316.409.4233

## HVAC

Hanna HVAC  
316.945.3481

## Siding

Juan Ayala  
316.806.0685

## Garage Door & Opener

Reddi Overhead  
316.265.4634

## Windows & Doors

Star Lumber  
316.946.0163

## All Other Concerns:

Warranty Management Services  
(316) 775-2129  
Warranty@sharphomesks.com

Please find below the paint colors provided as a courtesy.

## Exterior Paint

Stapleton/Oliver:  
SW Alabaster 7008  
SW Amazing Gray 7044  
SW Tricorn Black 6258

Maggie/Tracy:  
SW Pure White 7005  
SW Iron Ore 7069

Chuck/Dolly:  
SW Alabaster 7008  
SW Worldly Gray 7043  
SW Urban Bronze 7048

## Interior Paint

BM Natural Cream OC-14  
SW Pure White 7005

## ABOUT YOUR LIMITED WARRANTY

This brochure will help you understand which items in your home are covered under this Limited Warranty and which items are not. Items not covered under this Limited Warranty ("Non Warranted Conditions") are considered OWNER maintenance, manufacturer's warranty, insurance, and/or contractual and may be the OWNER'S responsibility but are not the SELLER'S responsibility.

The warranty standards outlined in this section have been developed and accepted by the residential construction industry in general. While it is virtually impossible to develop warranty standards for each possible deficiency, the construction industry and Your BUILDER have attempted to isolate the most common actual physical damage deficiencies that occur and in so doing, list them for your convenience.

This Limited Warranty is extended to the OWNER(s), hereinafter, individually, and collectively referred to as the "OWNER" who is/are the initial OWNER(s) of the home by SELLER. This Limited Warranty is transferable to subsequent OWNER(s) of the home if SELLER so acknowledges in writing. The SELLER warrants solely to the OWNER, subject to the guidelines stated herein (specifically including, but not limited to, the Non-Warranted Conditions contained) that during the Warranty Term the home will be free of the defects noted in this Limited Warranty and that warrantable claims will be SELLER'S responsibility.

The term of this Limited Warranty is One (1) Year from the date of occupancy or closing/settlement, whichever occurred first (such term, the "Warranty Term"). This Limited Warranty only covers items, or components, of your home specifically described herein and which are reported during the Warranty Term. The procedures detailed in this Limited Warranty are applicable for processing any warranty claim. Warranty requests may be submitted in accordance with the terms and conditions of this Limited Warranty for any issue in the home that does not meet the warranty standards.

### Disclaimer of Other Warranties

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THIS LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NONETHELESS EXIST BY OPERATION OF LAW, SUCH WARRANTIES ARE LIMITED TO THE EXTENT AND DURATION PROVIDED BY LAW. SOME STATES/PROVINCES/TERRITORIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY.

## SERVICE PROCEDURE

### HEATING & COOLING

#### A. Breaker Box

- Check for a switch that may need resetting. A tripped breaker must be turned all the way off and then back on to reset.

#### B. Thermostat Setting

- To cool the home, the system switch must be on "AC" and the fan switch should be on "Auto". To heat the home, the system switch must be on "Heat" and the fan switch should be on "Auto".

#### C. Pilot Light

- If the pilot light is out, follow the instructions on the furnace or in the manufacturer's literature to re-light it.

Some furnaces have electronic ignition, which does not require a manual relighting of the pilot light.

#### D. Gas Valve in "On" Position

- This is the last step in lighting the pilot light and is frequently overlooked.

#### E. Bottom Cover

- Generally, the furnace fan will not operate if the bottom cover panel is not properly closed. The bottom cover panel restrains (hold in) a sensor button indicating that the panel is closed; this is like the mechanics of a clothes dryer door.

#### F. Manual Electric Switch "On"

- This looks like a light switch and is located on the side or near the furnace, next to the fuse.

#### G. Heat Pumps

- In the "Heat" mode, the heat pump may not be able to supply sufficient heat BTUs in very cold weather conditions. Switching to auxiliary heat may be required.

### ELECTRICAL

#### A. Breaker Box

- Always check the main breaker and each of the individually labeled breakers in the breaker box before calling. Tripped breaker(s) will be only addressed during normal business hours. B. Ground Fault Circuit Interrupt (GFCI) and Arc Fault Circuit Interrupt (AFCI) Switches - Always check all GFCI and AFCI switches prior to calling. Tripped GFCI and/or AFCI switches will be only addressed during normal business hours.

### PLUMBING, GAS OR WATER LEAKS

#### A. Gas Leaks

- Gas leaks are to be reported immediately to your local GAS SERVICE COMPANY. The reporting of this emergency to the 24-Hour Emergency Assistance number should be secondary to the call made to your local GAS SERVICE COMPANY.

#### B. Water Shut-Off Valves

- Individual water shut-off valves are located behind toilets and under sinks. Use these valves immediately when shutting down the water supply to a particular fixture or appliance. - If you can isolate a leak with the individual shut-off valve(s), these types of issues will be only addressed during normal business hours.

#### C. Home Main Water Shut-Off

- The home's main water supply can be shut-off supplying all water throughout the home. This valve is normally located in the basement or crawl space of the home on the wall nearest the street.

#### D. Exterior Water Shut-Off

- The City Water Service can be shut off to eliminate all water supplied to the home from the street. This is usually located outside in the front of the home near the street.

E. Water Mitigation - Immediately collect water entering your home using buckets, pans, towels, or other means to prevent further damage from the water.

## AFTERHOURS & EMERGENCY SERVICES

We understand that not all situations requiring immediate attention happen during normal business hours.

Please contact the SUBCONTRACTOR(s) directly if you have an emergency.

## AFTERHOURS & EMERGENCY REQUESTS

### 1. Total Electrical Outage

a. Ensure the electrical grid isn't down by checking with your utility company before reporting this situation to PROHOME.

### 2. Electrical Sparks

### 3. Total Loss of Heat or A/C

a. Applicable when the outside temperature is below 50 degrees (Heat) or above 80 degrees (A/C). All other Heating and Cooling issues will be addressed the next business day.

### 4. Gas Leak

a. If you suspect or have a gas leak leave your home immediately and do not use the phone in your home. Contact your utility company and then PROHOME.

### 5. Plumbing Leak of any Nature

a. Applicable when the main water shut off valve needs to be turned off to your home. All other plumbing leaks will be addressed the next business day

If you feel you are facing a life-threatening emergency, call 911 or your local authorities.

**\*\*A service call fee may be charged to the owner in the event the above protocol is not followed prior to any warranty service call, during or outside of regular business hours.**

## MANUFACTURERS WARRANTIES

It is solely the OWNER'S responsibility to make appropriate registrations for items listed below for manufacturer's warranties. The ONLY warranty on those items is the manufacturer's warranty and SELLER is in no way responsible for their performance or for any condition beyond the manufacturer's warranty. Specific manufacturer warranties may or may not include labor.

THE FOLLOWING ITEMS, IF INSTALLED, ARE COVERED BY MANUFACTURER WARRANTIES:

1. Refrigerator / Freezer
2. Thermostat
3. Dishwasher
4. Garbage Disposal
5. Ovens/Range
6. Microwave
7. Kitchen Vent Fan
8. Central Air Conditioner
9. Furnace
10. Water Heater
11. Garage Door Opener
12. Light Fixtures
13. Sump Pump
14. Plumbing Fixtures
15. Roofing Shingles
16. Siding
17. Windows

There may be other supplies, materials, appliances and systems that are specifically NOT warrantied under this Limited Warranty and are instead covered by the manufacturer's warranty.

## SPECIFIC NON-WARRANTABLE CONDITIONS

In addition to all the limitations on the coverage of this Limited Warranty, the following items are specifically NOT warranted:

THERE ARE NO EXPRESS WARRANTIES COVERING THE HOME OR THE PROPERTY ON WHICH IT IS LOCATED, EXCEPT AS SPECIFICALLY PROVIDED HEREIN. TO THE FULLEST EXTENT PERMITTED BY LAW, YOUR BUILDER SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES RELATING TO OR RESULTING FROM ANY DAMAGE TO OR DEFECT IN SAID HOME OR THE PROPERTY ON WHICH IT IS LOCATED. HOWEVER, NOTHING CONTAINED HEREIN SHALL LIMIT ANY OF THE OWNER(S) RIGHTS BY VIRTUE OF APPLICABLE FEDERAL OR STATE LAWS. (SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.) THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE. NOTHING CONTAINED HEREIN SHALL LIMIT ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT MAY APPLY TO THIS TRANSACTION.

### Specific Description of Certain Non-Warranted Items

This Specific Non-Warranted conditions section is designed to help the OWNER better understand some of the changes and maintenance items that may occur in the home during the first year or so of occupancy, and also to more specifically describe and explain certain items which are not warranted under this Limited Warranty.

Failure to include any item in this section, or to specifically exclude any item from this section that is not actually warranted under this Limited Warranty, shall not create any presumption or implication whatsoever that the item is covered by the Limited Warranty.

### General Comments

The home will require more maintenance and care than most products since it is made of many different components, each with their/its own special characteristics. Furthermore, like other products made by humans, a home is not perfect. The home will show some minor flaws and unforeseeable defects, and it may require some adjustments and touching up.

### Manufacturer's Warranties

Certain items that are not covered by this Limited Warranty may be covered by manufacturers' warranties. Those manufacturer's warranties are listed in the Manufacturers Warranties section of this Limited Warranty. Any rights of the OWNER under those warranties are only provided by the manufacturers. SELLER does not assume any of the obligations under any manufacturer's warranty.

### Specific Non-Warranted Conditions – Appliances

Appliances in your home are NOT covered by this Limited Warranty. The appliances in your home are warranted directly by the appliance manufacturer

Prior to closing/settlement or occupancy, SELLER will provide you with the manuals and/or warranties for your appliances. It is the OWNER(s) responsibility to complete the necessary paperwork and registrations and supply them to the manufacturer's and/or warrantor's pursuant to the terms thereof. It is important to read and follow all manufacturer's requirements for each appliance in your home. It is OWNER'S responsibility to report any problem with any appliances directly to the appliance service representative.

## SPECIFIC NON WARRANTABLE CONDITIONS

In addition to all of the limitations on the coverage of this Limited Warranty, the following items are specifically NOT warrantable:

1. Concrete can develop hairline cracks not affecting the structural integrity of the home. There is no known method of eliminating this condition, which is caused by characteristics of expansion and contraction. It does not affect the strength of the home and is not a condition warranted under this Limited Warranty.
2. Any damage or defects resulting from Acts of God are not warrantable and should be handled through the OWNER'S hazard insurance carrier.
3. All caulking (exterior and interior) will crack or bleed somewhat in the months after installation. This is normal and is NOT warrantable.
4. Wood will sometimes crack or "spread apart" due to the drying process. This is most often caused by the heat inside the home or the exposure to the sun on the outside. This is normal and is considered a maintenance item to be cared for by the OWNER and is specifically NOT warrantable.
5. Windows will collect condensation on interior surfaces when extreme temperature differences and high humidity levels are present. Condensation is usually the result of climactic/humidity conditions created by the OWNER

within the home. Unless directly attributed to faulty installation, window condensation is a result of a condition beyond the SELLER'S control and is specifically NOT warrantable. Window "chatter" associated with wind conditions is normal and is also specifically NOT warrantable under the conditions of this Limited Warranty. 7. Drywall (Sheetrock) will sometimes develop nail pops or settlement cracks. This is a normal part of the drying-out process. These items that can easily be handled by the OWNER with spackling during normal redecorating.

8. Even the best quality paint, particularly exterior paint, can crack, chip or peel. This does not indicate a defect in the paint or application but is most often caused by other sources, such as allowing lawn sprinklers to hit painted areas, washing down painted areas, etc. Inside, do not scrub latex painted walls, and be aware of the newly painted walls as you are moving furniture. The best paint will be stained or chipped if it is not cared for properly. Painting is not warranted. 9. Fungus and mildew can form on a painted surface if the structure is subject to abnormal exposures, such as excessive rainfall or moisture. Often an area where no direct sunlight occurs will be subject to these conditions. Mildew and/or fungus formation is a condition that cannot be controlled by the BUILDER and is an OWNER maintenance item and is specifically NOT warrantable by this Limited Warranty. Whether or not the OWNER experiences mold growth depends largely on how the OWNER manages and maintains home. The SELLER is not responsible for any damage caused by mold, or by some other agent, that may be associated with OWNER maintenance or neglect, to include but not be limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effects, or any other effects. 10. All material that is stained will have variations in color, due to the various textures in wood. Doors that have panels will sometimes dry out and leave a crack of bare wood. This is due to weather changes and other conditions, and neither color variations nor shrinkage cracks.

11. Dripping faucets are only warranted to the extent provided in the manufacturer's warranty. Otherwise, they are the OWNER'S responsibility. If the plumbing is "stopped up" during the term of this Limited Warranty and the person servicing the plumbing on behalf of the SELLER finds foreign material in the line, the OWNER will be responsible for payment in full for the service call. 12. The OWNER must take precautions to prevent freezing of pipes during severe cold weather. Frozen pipes are not warrantable. The heating and air conditioning system is covered by the manufacturer's warranty. It is the OWNER'S responsibility to make sure that filters are kept clean and changed at least every 2 months. Failure to do so may void this Limited Warranty. It is also necessary to have the equipment serviced or checked at least once a year. 13. Air conditioner condensation lines will clog eventually under normal use. This is an OWNER maintenance item. The SELLER shall provide unobstructed condensation lines at the time of first occupancy only.

14. When metal is heated it expands, and when cooled it contracts. The result is "ticking" or "crackling" within ductwork, which is generally to be expected. Noise in ductwork is not warranted. 15. GFCI and AFCI are sensitive safety devices installed into the electrical system to provide protection against electrical shock. The SELLER'S has installed GFCIs and AFCIs in specific accordance with approved electrical codes. Occasional tripping is to be expected and is not a warrantable item. Service calls to reset GFCIs, AFCIs or tripped breakers will be billed to the OWNER. Burned out light bulbs are specifically NOT warrantable, and service calls in response to a burned-out light bulbs will be billed to the OWNER.

16. Electrical junction boxes on exterior walls may produce airflow whereby the cold air can be drawn through the outlet into the room. The problem is normal in new home construction and is NOT warrantable.

17. The floors are NOT warrantable for damage caused by neglect or the incidents of use. Wood, tile, marble, LVP and carpet all require maintenance. Floor casters are recommended to prevent scratching or chipping of wood, tile or marble. The OWNER should clean stains from carpet, wood, tile or marble immediately to prevent discoloration. Carpet tends to loosen in damp weather and stretch tight again in dryer weather. Any cosmetic floor covering deficiencies that are not noted on the Punch List prior to closing will NOT be addressed by the SELLER.

18. Exposure to light may cause spots and/or fading on carpets and wood floors. These conditions are specifically NOT warrantable. Siding, trim, finishing's, coverings, paints and stains which melt, fade, bubble, blister, peel, becoming wavy, bent, loose, detach, become exposed, delaminate, or become damaged in any manner whatsoever which is attributed to the magnification or reflection of light or heat from glass, metal or other reflective materials of home or surrounding homes or area(s) is specifically NOT covered by this Limited Warranty.

19. Door panels will shrink and expand and may expose unpainted surfaces. This is normal and not warrantable.

20. The upkeep of cosmetic aspects of the home is the OWNER(s) responsibility. The SELLER has not agreed to cover ordinary wear and tear, or other occurrences after construction that affects the condition of features in the home. Chips, scratches, mars or other cosmetic damage in tile, woodwork, walls, porcelain, brick, mirrors, shower doors and enclosures, plumbing fixtures, marble, formica, lighting fixtures, kitchen and other appliances, doors, paneling, siding, screens, windows, carpets, vinyl floors, cabinets, etc. which



are not recognized and noted on the Punch List during the New Home Orientation will not be addressed by the SELLER. Such damage is specifically NOT covered under this Limited Warranty.

21. Chips and cracks on surfaces of bathtubs, sinks, etc., can occur when the surface is hit with sharp or heavy objects. The SELLER shall not be responsible for repair of such damages unless the damage was reported on the Punch List during the New Home Orientation.

22. The SELLER accepts no responsibility for the growth of grass, shrubs or trees. Once the BUILDER grades and sods the property, it is the responsibility of the OWNER to water and maintain the lawn and plants. The SELLER will NOT replace any shrubs, trees or sod except for those which are noted as diseased on the Punch List during the New Home Orientation. Under no circumstances is sod a warrantable item.

23. With respect to concrete, except as specifically described in the SELLER'S Limited Warranty, the SELLER specifically does not warrant and shall NOT be responsible for repairing, replacing or correcting any minor cracking, flaking, scaling, spalling, pitting, discoloration, expanding, shrinkage, settling or other problems. The OWNER acknowledges that weather conditions, salt and other chemicals can have an adverse effect on concrete and that the OWNER shall be solely responsible for the proper maintenance of all concrete (specifically including but not limited to any concrete, driveway, patio and walks).

24. The SELLER is not responsible for any service or work performed or material supplied in accordance with any plans and/or specifications supplied, prepared or requested by the OWNER, or by anyone on behalf of the OWNER, or for any defects caused or made worse by the negligence, improper maintenance or other action by the OWNER or anyone else other than the SELLER or SELLER'S employees, agents or subcontractors.

25. Defects in outbuildings including detached garages and detached carports, (except outbuildings which contain the plumbing, electrical, heating/cooling or ventilation systems serving the home) swimming pools and other recreational facilities; fences; landscaping (including sodding, seeding, shrubs, trees, and plantings); sprinkler systems; or any other improvements not a part of the home.

26. Damage to real property, which is not a part of the home.

27. Bodily or personal injury, damage to personal property, damage to any property of others.

28. Any loss or damage, which the OWNER has not taken appropriate action to minimize as soon as possible.

29. Any defect in or caused by material or work supplied by anyone other than the SELLER or SELLER'S employees, agents or subcontractors.

30. Loss of use, loss of opportunity, loss of market value, loss of rental value or any other similar consequential loss.

31. Defects in any property, which were not included in the original home delivered for the original sales price.

32. Consequential, incidental, or secondary damages.

33. Any damage to the extent it is caused or made worse by:

- Negligence, improper maintenance or improper operation by anyone other than the SELLER or his employees, agents or subcontractors.
- Failure by the OWNER to give prompt and proper notice to the SELLER of any defect within the time frame established under the Limited Warranty.
- Failure to take timely action in emergency cases to minimize any loss or damage.
- Loss or damage not caused by a defect in the construction of the home by the SELLER, or SELLER'S employees, agents or subcontractors.
- Loss or damage externally caused including but not limited to Acts of God, riot or civil commotion, fire, explosion, smoke, water, hail, lightning, fallen trees or other objects, aircraft, vehicles, flood, rising water, mud slides, earthquakes, volcanic eruption, abuse or use of the home, or any part thereof, or by any other external cause.
- Presence of or damage from insects, birds or rodents.
- Any loss or damage, which arises while the home is being used primarily for nonresidential purposes.
- Any condition, which does not result in actual physical damage to the home.
- Cost of shelter, transportation, food, moving, storage, or other incidental expenses related to relocation during repair or any other costs due to loss of use.
- Normal wear and tear or normal deterioration in accordance with normal industry standards.
- Failure of the SELLER to complete construction.
- Dampness or condensation due to failure of the OWNER to maintain adequate ventilation.
- Failure by the OWNER or by anyone other than the SELLER or SELLER'S employees, agents, or subcontractors, to comply with the warranty requirements of manufacturers of appliances, equipment, or fixtures.