GUARANTEE
ROUP LLC

Copper Creek Estates

RESIDENTIAL LIVING COMMUNITY

Your lot. Your plan. Our guarantee.

Acknowledgement and Acceptance

The undersigned Homeowners hereby confirm that they have been provided copies of the warranty relating to the home constructed for them upon a lot at the Copper Creek Estates together with the Amended and Restated Declaration of Covenant, Condition, Restrictions and Design Guidelines for Copper Creek Estates file of record on November 21, 2013, in the office of the Hall Count Register of Deeds as Document No. 201309222. Homeowners further hereby acknowledge that they have been given sufficient opportunity to review those documents and agree to be bound by the provisions therein contained.

Printed Name

Signature

Printed Name

Signature

Date

List of Vendors

Jerry's Sheet Metal
Monte: (308) 384-2881

Manfull Plumbing
Shannon: (308) 384-2881

Mead Lumber
Greg: (308) 384-1666

Ken's Appliance
Lucas: (308) 382-6112

JPR Drywall
Ryan Enick: (308) 379-9825

Overhead Door
(308) 389-3667

Tjaden Concrete & Construction
Tom: (308) 380-5034

Middleton Electric
(308) 384-2881

Builders Warehouse
Greg: (308) 224-0064

Elite Dreamscapes
Dean: (308) 218-8720

Tri-City Roofing
Tom: (308) 380-0185

Steffan Flooring
Ryan Steffan: (308) 380-0029

Guarantee Group Thriv Construction
(308) 389-3667

Thriv Construction has a reputation for building superior homes and standing behind what we build. We strive to deliver a level of customer service that goes far beyond industry standards. With expert, personalized service throughout the warranty period, you can count on us to take care of you every step of the way.

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Thriv Construction
2514 N Webb Rd.
Grand Island, NE, 68803

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The hardest decision you make when building a custom home is the team you trust to do it. You can rest easy knowing you entrusted your dreams with **Thriv Construction**.

As the owner of an exceptionally well-crafted, intelligently-designed home, this booklet provides the details of your home's warranty to help keeep it that way.

We at Thriv Construction are honored that you have endowed your trust in us when it comes to one of the largest purchases in your lifetime.

This is a serious responsibility that our team will meet with precision, punctuality, and purpose.

Please accept our sincere appreciation of your trust and confidence in Thriv Consctruction.

We look forward to working with you.

1) The Spirit of the Warranty

Our Warranty commitment is easy to understand and is based on COMMON SENSE. We believe the Homeowner has a right to expect a clean home completed and free of defects at the time of closing. Things should work. If there are problems because of defects in materials and workmanship, the Builder will arrange for their repair and replacement. If a problem results from actions by occupants of the home or others, or from ordinary wear and tear, the Builder is not responsible for the resulting repair or replacement.

2) The Rights of Your Home

We view your warranty in terms of what you, as our customer, have a right to expect. We view the issue of preventative maintenance in terms of what your house has a right to expect from you. None of the materials used in the construction of your home will last forever; however, most will last for a long time if properly maintained. It is our desire to help you understand how to extend the life of your home through regular maintenance that is appropriate for the types of materials used.

3) What Your Home Has a Right to Expect From You

Your home and lot were designed with a particular drainage pattern, which should carry rainwater away from the foundation. Water should not be directed to the edge of the foundation, either in the form of a lot drainage or watering of flowers.

Concrete surfaces should be free of salt (for ice), other deicing chemicals and excessive weight such as a moving van. Yard drainage should be maintained to divert water away from concrete surface, if possible, to eliminate the change it will undermine the surface and erode the bearing soil.

Structural alterations to the home must be performed by professionals who understand the load-bearing requirement of the change. The reason that the city of Grand Island requires permits for building alterations is to make sure that the structural integrity of the home is maintained.

In many cases the seal around doors and windows is caulk. This material will require annual inspection and any necessary replacement after 1-2 years. Water from yard and lawn watering devices should not come in contact with the structure.

Since home mechanical systems were designed for normal usage, unreasonable demands upon them will present problems. Plugging several electrical devices into one circuit may cause it to overload. Loading materials into a drain may cause it to clog. Undue weight should not be placed on pipes or shower heads as they can break. Some devices must be cleaned periodically (e.g. furnace filters) to maintain functionality.

Wood requires cleaning and sealing to prevent problems with water penetration and exposure to the elements. Painted or sealed surfaces must be cleaned and refinished according to climate. If this is not done, the surface will deteriorate.

Instructions for care and maintenance are included with many components of your home, including appliances and air handling equipment. By following these instructions you will extend the life of these components.

The Homeowner should read the warranty in its entirety, including any addenda attached at the end of the warranty booklet, in order to understand the protection it provides and exclusions that apply. The common areas require the same care and maintenance as your home. All residents should strive to keep these areas clean and usable.

4) Introduction to Your New Home Warranty

The Builders Limited Warranty relates only to "covered defects," which are defined as defects in material and workmanship that are either part of the structure or are elements of the home as supplied by the builder at the date of closing. This Limited Warranty is provided to the original purchaser of the home and who uses the home for their residence only.

5) One-Year Coverage Note

Thriv Construction warrants, for a period of one year from the date of closing, that your home was constructed in substantial conformity with the plans and specifications approved by you and submitted to the Grand Island Building Department on your behalf and that such home is free of any material defect in equipment, material, or workmanship performed by Thriv Construction and/or any of its subcontractors or suppliers. Any material defect covered by this warranty must be reported to Thriv Construction in writing as soon as you are aware of the problem. Warranty coverage for any notice of complaint received after one year will be denied and Thriv Construction will have no obligation to you for the repair of these defects. No one can add to, or vary, the terms of these warranties, orally or in writing.

THE STATED EXPRESS LIMITED WARRANTIES ARE THE ONLY WARRANTIES FOR YOUR HOME AND ARE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF HABITABILITY, FITNESS, AND/OR WORKMANSHIP, WHICH ARE HEREBY EXPRESSLY AND SPECIFICALLY DISCLAIMED. Remember, your warranty is limited as set forth above, but, under no circumstances, will Thriv Construction be responsible for normal Homeowner maintenance or any problems caused by a lack of Homeowner maintenance.

Some appliances, equipment, and other components included in the home are not warranted by the Builder but are covered by separate warranties provided by the manufacturer or supplier. These warranties are assigned to the Homeowner by the Builder at the time of closing. In the event that a timely claim is made under one of these warranties without response, the Builder will assist the Homeowner in attempting to resolve the problem with the manufacturer or supplier. During year one, the Builder will correct the malfunction of an appliance or item of equipment if it is due to damage during installation or improper installation.

6) Limitation of Liability

It is understood and agreed that the Builder’s liability, whether in contract, tort, statute, negligence, or otherwise, is limited to the remedy provided in this Limited Warranty. The Builder’s obligations under this Limited Warranty, and under the purchase agreement, are limited to repair and replacement. Under no circumstances shall the Builder be liable for any special, indirect, or consequential damages, including without limitation any damage based on a claimed decrease in the value of the home, even if the Builder has been advised of the possibility of such damages. This Limited Warranty is the only warranty applicable to this purchase. To the extent permitted by law, all other warranties, express or implied, including but not limited to, all implied warranties of fitness, merchantability, or habitability, are disclaimed and excluded.

If a defect occurs in an item covered by this Limited Warranty, the Builder will repair or replace it. In the case of defects in Structural Elements, the Builder will repair or replace the Structural Element to restore the load-bearing function, as designed, and make such other repairs as are necessary to return the home to a safe status. The repair of a defect will include the correction, replacement, or refnrishing of only those surfaces, fmishes, and coverings that were damaged by the defect and that were a part of the home when the title was first transferred by the Builder.
The Builder will repair or replace surfaces, finishes, and coverings that require removal in order for the Builder to repair or replace a defect. The extent of the repair or replacement of these surfaces, fmishes, and coverings will be to approximately the same condition they were in prior to the defect, but not necessarily to a “like new” condition. The Builder cannot guarantee, nor does it warrant, exact color matches with the original surrounding area due to factors such as fading, aging, or unavailability of the original materials.

The benefits included in this Limited Warranty are only available when service is requested according to the procedures established by the Builder and included in your Warranty material. In addition, the Homeowner’s failure to reasonably provide access to the home during normal working hours for making repairs will relieve the Builder from its obligations under this Warranty. The Builder’s aggregate total liability shall not exceed the original contract price of the home. The Builder resenres the right to use its judgment in determining the most appropriate method of repairing Warranty defects. The Builder’s offer to resolve an issue for which it bears no responsibility under this Limited Warranty does not create the responsibility to provide the resolution in another situation for which it bears no responsibility. Actions taken to cure defects will not extend the period of coverage specified in this Limited Warranty or any applicable statutes of limitation or repose.

7) Warranty Exclusions

This Limited Warranty excludes any loss or damage which is not a covered defect, including: **LOSS OF, OR DAMAGE TO, ANY REAL PROPERTY WHICH IS NOT PART OF THE HOME COVERED BY LIMITED WARRANTY AND WHICH IS NOT INCLUDED IN THE ORIGINAL PURCHASE PRICE OF THE HOME AS STATED IN THE CLOSING DOCUMENTS.**

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

• Negligence, improper maintenance, or intentional or improper operation by anyone other than the Builder or its agents or subcontractors, including, but not limited to, damage resulting from rot, corrosion, or rust.

• Failure by the Homeowner or anyone other than the Builder or its agents or subcontractors to comply with the warranty requirement of manufacturers of appliances, fixtures, and equipment.

• Failure by the Homeowner to give timely notice to the Builder of any defects.

• Changes in the grading of the ground by anyone other than the Builder or its agents or subcontractors.

• Changes, alterations, or additions made to the home by anyone other than the Builder or its agents or subcontractors after Limited Warranty commencement date.

• Dampness or condensation due to the Homeowner’s failure to maintain adequate ventilation.

• Loss of damage that the Homeowner has not taken timely action to minimize.

•Any defect caused by, or resulting from, materials or work supplied by someone other than the Builders or its agents or subcontractors.

• Normal wear and tear or normal deterioration.

• Loss or damage not otherwise excluded under this Limited Warranty, which does not constitute a defect in the construction of the home by the Builder or its agents or subcontractors.

• Loss or damage caused by, or resulting either directly or indirectly from, accidents, riots and civil commotion, theft, vandalism, fire, explosion, power surges or failures, smoke, water, escape, falling objects, aircraft, vehicles, acts of God, lightning, windstorm, hail, tornado, and earthquake.

7) Warranty Exclusions Continued

• Loss of damage caused directly or indirectly by flood, wind-driven water, surface water, overflow of a body of water, or spray from any of these (whether or not driven by wind); water which backs up from sewers or drains; changes in the water table which were not reasonably foreseeable at the time of construction, or water below the surface of the ground (including water which exerts pressure on or seeps or leaks through, a building, sidewalk, driveway, foundation, swimming pool, or other structure)
• Loss or damage caused by soil movement, including subsidence, expansion, or lateral movement of the soil (excluding floor and earthquake), which is covered by any other insurance or for which compensation is granted by state or federal legislation.
• Loss or damage to home, persons, or property directly or indirectly caused by termites, other insects, birds, vermin, rodent, or other wild or domestic animals. Loss or damage resulting from the use of the home for nonresidential purposes.
• Loss or damage caused by failure to maintain proper temperatures (heating and cooling) within the home.
• Loss or damage to utility services that were not installed by the Builder.
• Any condition which does not result in actual damage to the home, including, but not limited to, inhabitability or health risk due to the presence or consequence of electromagnetic fields (EMFs), radon gas, mold, formaldehyde, or other pollutants and contaminants, or the presence of hazardous or toxic materials.
• Bodily injuty or damage to personal property. Loss or damage caused by, or resulting from, abnormal loading of structural elements by the Homeowner, which exceeds design loads as mandated by codes.
• Consequential damages including, but not limited to, costs of shelter, food, and transportation; moving and storage; any other expenses related to inconvenience or relocation during repairs to the home; and any diminution of market value of the home.

8) Requesting a Home Repair

If you believe there is a construction defect covered by this warranty, you must take these steps:

Step 1: Contact us with details of your concerns as soon as possible. Conditions that could cause additional damage, such as water leaks, should be reported immediately. Do not communicate your request to any person that is not our employee, such as a contractor. Please contact our office and ask to speak with a warranty or customer service representative. Our goal is to promptly respond to all warranty-related requests, so if you do not receive an acknowledgment within a reasonable time, please follow up to make sure your message was not misdirected. Except as otherwise required by law, all warranty claims must be received by us no later than one year from the closing date of your home purchase. Please note this provision does not extend the warranty coverage period.

Step 2: Allow us to investigate. We will review the information you give us and investigate your concerns. Our investigation may involve sending employees or consultants to your home to inspect the component or to perform tests or other analysis. If that is necessary, we will need your cooperation, which will often include, but not limited to, meeting us or our representatives at your home during normal working hours.

Step 3: After investigating, we will inform you whether there is a construction defect covered under this warranty. If there is a covered construction defect, we will repair or, at our option, replace it as provided in this warranty. Alternatively, instead of correcting the construction defect, we may decide on an option to pay you the reasonable cost of correction.

Step 4: During the repair process, we need access to your home during our normal working hours. We prefer not to be in your home when you are not there, so we may ask you to be at home when work is performed. We will start and complete work as soon as possible based on your schedule, our work schedule, and the availability of the contractors and materials required. Your cooperation and flexibility are needed for us to complete the work promptly.

Failure to Allow Us to Make Repairs

We are not responsible for any damage that has occurred because you failed to allow us to timely make repairs. If you make/pay for repairs without first notifying us of the problem and allowing us to investigate and repair it as required by this warranty, then we will not reimburse you for those repairs.

Emergency Repairs

If an emergency condition exists that requires immediate repairs to protect the safety of occupants of your home or to prevent imminent serious damage to your home, you may make the repairs, and we will reimburse you the reasonable cost of those required repairs that would otherwise be covered by this warranty. You are still obligated to give us notice within a period of 24 hours, even in an emergency.

Repairs by, or Payment From, Insurance Company - Waiver of Claims

Coverage for construction defects is provided by this warranty, and we encourage you to submit construction defect claims to us. This warranty, however, is not a homeowner's insurance policy, which typically provides coverage for certain property damage and casualty losses. If you receive, from an insurance company or any other party, payment or repairs, relating to or arising from a construction defect, then to the extent permitted by law you hereby waive for yourself and on behalf of anyone acquiring rights through you, including, but not limited to, any insurance company, all subrogation claims, and other claims against us for such payment or repairs received by you.

9) Waiver of Any Other Warranty's Exclusive Warranty

To the fullest extent permitted by law, all warranties regarding your home, including, but not limited to, statutory and implied warranties, are hereby disclaimed by us and waived by you. This warranty is substituted in place of all such warranties. This means that this warranty is the only warranty that applies and governs your and our right and obligations related to your home and that there are no other warranties except as may be required by law.

Examples of Dislaimed Warranties

Examples of warranties that are disclaimed by us and waived include, but are not limited to, statutory warranties, implied warranties, implied warranty of quality or fitness for use or a particular purpose, a warranty of construction in a good and workmanlike manner, warranty of habitability, and warranty of merchantability.

Non-Waivable Warranties

You are entitled to (and nothing in this section reduces) any warranty coverage provided by law that may not by law be waived, disclaimed, or reduced by this warranty or substituted with the terms of this warranty. !f a court determines that a warranty cannot be waived, disclaimed, or reduced by this warranty or substituted with the terms ofthis warranty by law, then the specific term in this warranty that conflicts with the warranty term may not be waived, disclaimed, reduced or substituted will not apply, but all other terms will remain applicable to the extent permitted by law.

10) Your Warranty Procedures

Please read the home warranty material thoroughly before you have your scheduled orientation. We recommend you make a list of any questions you may have on the information provided so you can ask for clarification during orientation. During this time, Guarantee Group LLC will explain your responsibilities as the Homeowner, and ours as the Builder. Once you have closed your home, your warranty concerns and requests should be addressed through mail, as identified below. **Please do not contact your sales representative with warranty concerns after this point.**

Thriv Construction will provide warranty request forms located at the back of this warranty book and will explain how the request process works. These forms will enable you to list items you would like to have considered for repair, and will eliminate the possibility of miscommunication. If you find yourself without these forms, email lisa@thriv.construction and one will be provided to you.

All warranty service requests bust be submitted in writing via mail.

Requests should be submitted to the Guarantee Group LLC:

Thriv Construction Warranty Department

P.O. Box 5916 Grand Island, NE, 68802

11) When Warranty Requests Have Been Completed

You, the Homeowner, will be asked to sign and date the warranty order issued to the contractor who has performed the required tasks to repair approved requests. The contractor will then turn this work order in to Thriv Construction, considering it completed and "closed." Please do not ask contractors to relay messages to Thriv Construction regarding other work you would like to have done. All requests must be in writing and directed to Thriv Construction only. This will ensure there are no miscommunications or misinterpretations.

THRIV CONSTRUCTION WILL NOT REIMBURSE A HOMEOWNER FOR ANY WORK, PRIORITY OR OTHERWISE, PERFORMED ON A HOME BY ANY NON-THRIV CONSTRUCTION CONTRACTOR OR EMPLOYED PERSONNEL.

12) Emergency Procedures

An emergency situation is defined by unavoidable damage that will get worse if repairs are delayed. **Examples include:**

•Sewer system back-up

•Furnace fails to heat in the winter even after checking all connections

•Air conditioning failure in the summer months

•Non-functioning door locks **Emergency Calls: 308-675-3600**

Non-emergency examples include:

• Missing entry key

• Plumbing issue that doesn't require water shutoff or doesn't threaten damage to personal property

• Roof or window leak that doesn't threaten damage to personal property

• Missing shingles

• Circuit breakers or GFCI outlets malfunctioning

• Plugged stools

• Garage door failing to open

• Foundation leak that doesn't threaten damage to personal property

All warranty service requests must be submitted in writing via mail.

Emergencies are the exception, in which case you should call. You must follow up in writing to Thriv Construction within 24 hours of making the emergency call to have documentation on file.

Home Tips

1) Concrete

All concrete is subject to changes in soil, moisture, and temperature conditions. Concrete work may be completed in the summer at high temperatures and cracks will appear in the winter, or vice versa. In addition, when frost penetrates the ground, it may raise the concrete. When warmer weather returns, the concrete will often return to its original position. These cracks are a normal result of climatic conditions and other natural causes over which the builder has no control. **SPALLING/SCAILING/PEELING** can be caused by elements outside the contractor's control and are not covered under your warranty.

Keep moving vans and heavy trucks off your driveway and sidewalks to avoid one of the most common causes of concrete cracks. Hairline cracks in stoops and steps cannot be prevented and are not covered by warranty. You must avoid using salt on your driveway and sidewalk during ice weather. De-icing products usually contain materials that harm concrete when left on the surface for a period of time. You may experience discoloration, peeling, or both. Salt is also carried off the street onto your concrete surfaces, under the car and on the tires.

When weather allows, caulk driveway and other concrete cracks/joints to better avoid excess moisture getting under the slab. Also caulk openings where concrete pulls away from the house for the same reason. Keep concrete surfaces clean and washed out as often as possible. **It's highly recommended to use sand on concrete surfaces to avoid slipping.** We also recommend periodically sealing your driveway to guard against freeze/thaw cycles and/or other conditions, such as tracking in salt from the street. A penetrating-type sealer reduces frequency of application.

2) Window Wells

Maintain your window wells. Don't allow trash or mud build-up to occur—window wells need to be clear of debris for proper drainage.

3) Site Drainage and Settlement

Grades and swales have been established by the Builder to ensure proper drainage away from the home. If the Homeowner modifies these areas with additional grading, plating, concrete, or any other obstructions, the Homeowner will therefore be responsible for the drainage. In addition to maintaining your sod, it's also the Homeowner's responsibility to maintain a high grade around your foundation that slopes away from the home. Do not create water pockets next to the foundation with flower beds, shrubs, or other plantings. Any underlayment material you use must be the type that lets water drain through it rather than act as a barrier that traps it. Positive drainage must be maintained at all times. Downspout extensions must be used as provided to help maintain the concentrated flow away from the home.

Foundation must be waterproofed prior to any planter areas of any grade raised next to the foundation. No grading determination can be made during frost or snow conditions. If the homeowner adds a pool, the Builder will no longer be responsible for drainage. Keep the grade maintained around your foundation to provide proper slope even after a minor settlement.

Neglecting to act on a small area will lead to a larger problem and possible leaks in your foundation. It is you, the owner, that needs to address this problem to ensure proper drainage.

4) Warranty for Trees & Shrubs

Warranty for trees & shrubs is available at an additional cost of $225.00/year. When presenting your warranty book, a Thriv Construction representative will explain this addition in detail, and present the opportunity to sign that you either accept or decline the warranty.

5) Sprinkler System

Contact Elite Dreamscapes for any problems with the sprinkler system. Please review the sprinkler system owner's manual regarding proper operation, care, and maintenance for your system. If you require warranty or service work, this information will be helpful. Many adjustments can be made by reviewing the owner's manual. For other services and warranty work, you need to contact Elite Dreamscapes directly: (308) 218-8720.

Sprinkler systems can create excessive moisture under concrete drives and cause them to heave. Excessive watering in the late fall is NOT recommended, as serious damage to your exterior concrete surfaces can occur. Sprinkler heads should be turned to always spray away from your foundation. It is the Homeowner's responsibility to maintain the sprinkler system to spray away from the foundation and avoid damage to their exterior concrete surfaces; cutting back the watering schedule from the initial two weeks of establishing your new sod; and adjusting watering schedule according to weather conditions.

6) Lawn

The most important watering of sod occurs within the first 12 hours after is is laid.

This responsibility is yours and is absolutely necessary to ensure the root system can become established, providing a healthy and happy lawn.

Extreme heat or cold weather may take extra homeowner maintenance. The sod needs to be saturated to totally eliminate air pockets under the sod. Follow-up watering must be adequate to prevent undue stress on the pockets under the sod and until the root system is established. New sod is dry and needs water to establish its root system. Watering 2-4 times a day for 1-2 weeks is required. Not doing so will leave your yard stressed and weeds will begin growing. **Contact a reputable lawn and garden servicer when ready for fertilizer to ensure the right product application rate.** Maintain your yard by proper yard maintenance, which includes mowing at least weekly during the growing seasons and always maintain proper drainage at all times to prevent water leaks or standing water.

7) Roofing

To prevent melting ice from entering the home, snow and ice should be removed from overhangs. Heavy snow loads may also increase the risk of ice damming by blocking the ventilation system for the roof. Roofs should be maintained to prevent blockage of the roof ventilation system. Keep gutters clear of debris and other materials. Contact homeowner's insurance agent in the event of abnormal weather or storm damage.

8) Gutters

To maintain gutters and downspouts, inspect them at least twice per year, preferably at the start of spring and during the fall. The following guidelines will help you maintain the gutters and downspouts.

• Remove all debris from gutters and downspouts as needed. Keeping gutters and downspouts clean will help slow down the deterioration process, a major problem that eventually causes leaks.

• Check the elbow where the gutter connects to the downspout. Remove and check the elbow, and clean any obstructions.

• Look for the source of any leaks in the gutters and downspouts. Look for cracked caulking at the end-caps and between the elbow and the gutter.

• Maintain proper placement of downspout kickers. **Care must be taken not to block the end of, or to reroute, the downspout kicker.** Maintain original placement of downspout kicker for proper drainage of yard. Downspout kicker must **not** be placed inside of landscape.

9) Exterior Siding & Trim

Maintain exterior paint and caulking to protect material from exposure to moisture and rotting. Caulking and painting should be inspected annually.

10) Decks

Treated wood has the best protection against rot, fungal decay, and termite attack. However, to get the most out of your deck, a regular maintenance program is necessary to minimize the effects of the weather. Whenever a project is built with treated wood and exposed to the weather, certain inherent properties of the wood become evident.

The characteristics natural to wood include:

- Cracks, splitting, bowing, cupping, twisting, and grain seperations occur as wood is exposed to alternating cycles of wetting and drying.
- Bowing, crooking, cupping, and twisting may also occur in varying degrees depending on stresses released by intitial sawing of the lumber and moisture absorption.
- Color fading occurs when wood is exposed to ultraviolet rays of the sun.

Application of a weather-resistant finish is highly recommended. Application of a quality, clean-water repellent or semi-transparent stain that contains a water repellent will help minimize the cycles of moisture take-up and loss the wood goes through outdoors. A maintenance program is necessary to minimize the effects of the naturally occurring elements of the seasons.

11) Doors

Your exterior entry doors have an adjustable threshold which is designed to eliminate drafts.

Threshold adjustment:

Proper adjustment has been obtained when you can pull a piece of paper through the gap between the threshold and the bottom of the door with even resistance across the opening. Adjusting the door too tight will make it difficult to close during severe cold and will wear and tear the bottom door seal prematurely.

To maintain entrance doors, inspet all exterior doors each spring and fall to confirm that the weather stripping is fastened tightly. Use aerosol lubricant on squeaky hinges and sticking locks. Apply silicone to door hinges to minimize any grinding. Wood doors, jams, and trim should be scraped, sanded, and sealed if the paint begins to peel. Caulk any cracks with elastomeric caulking. Inspect the transition between the jam and the threshold every three months, and caulk as needed. Check the seal base of the door for rips, tears, and excess water. Check the screws on the threshold. Tighten if they stick so they don't damage the door seal. If you see the black residue of iron around door hinges, you can remove the residue with a magnet behind a cloth or by lightly wiping with a damp sponge or clean cloth. This residue is a by-product of the friction created when the hinges open and close. To maintain your sliding glass doors, keep the tracks clean of debris. Apply a very small amount of oil periodically at the bottom of the door and at the lock mechanism. Apply silicone lubricant to the tracks. It's important to take special care of the tracks of aluminum sliding glass doors. Make adjustments to the threshold if the door doesn't slide properly, such as if it drags on the sill or is difficult to open.

12) Garage Doors & Openers

Steel insulated doors offer durability and low maintenance. The exterior face of the door is constructed from hot-dipped, galvanized steel, coated with a bake-on base coat and a polyester top coat. The interior has an added polystyrene insulation layer that adds thermal efficiency and improves the smooth, quiet operation of the system. If touch-up of this exterior finish becomes necessary, touch-up paint is available from the supplier. **Your rubber weather seal on the door bottom has additional material rolled into the ends. This can be unrolled as needed when the weather seal shrinks in length with age. The door has a limited 20-year warranty against section rust-through and cracking, chipping, and peeling of the finish coat.** There is a 1-year warranty for workmanship, material, and installation. See the manufacturer's warranty for more specific information. Contact Overhead Door Company of Grand Island at (308) 389-3667 for instructions if you are considering painting the door. The garage door opener is plugged into a GFCI outlet, which could trip and cause a loss of power to the opener. Reset the GFCI for power for your opener or pull the release cord to manually lift the door open. Homeowners should have a key at all times for front door entry in the event you lose power to the opener.

Garage Door Operates Improperly:

In the case that the garage door does not operate properly, The Overhead Door Company, for a period of one year, will correct or adjust the door as required.

Leak Through/Under Garage Door:

Garage doors are not intended to provide a weather-tight seal. Under high wind conditions and storms, it is normal for some elements to leak through, around, or under the garage door. The Overhead Door Company, for a period of one year, will make needed adjustments.

To maintain your garage door, inspect the door and opener at regular intervals for signs of wear and improper alignment. Check cables, roller, and hinges for signs of wear every three months. Tighten any loose hinge screws, lubricate all hinges, roller, and moving parts every month with light oil or spray lubricant to reduce noise and add to their life span. Never lubricate the chain or screw drive. It is lubricated by the manufacturer, and aftermarket lubricant can cause it to slip.

13) Windows

Pella Windows:

Please review the Pella window owner's manual regarding proper operation, care and maintenance for your windows. Should you ever require warranty or service work, this information will be helpful. Many minor adjustments can easily be accomplished by reviewing the Pella window owner's manual.

Windows should be properly adjusted and balanced. Normal maintenance by the Homeowner includes keeping the tracks, channels, and operating mechanisms clean and lubricated. For most windows, Homeowners should use a dry silicone spray lubricant on the tracks once each year.

Windows will collect condensation on their interior surfaces when high humidity within the home turns into water on the colder window surface. The Homeowner is responsible for controlling interior temperature and humidity to avoid condensation. Draperies and blinds should be left open to encourage air circulation and even temperatures during periods of cold weather and high interior humidity. Large temperature variations from interior to exterior may cause condensation, even with low interior humidity.

14) Drywall

The walls have been finished with a light texture. Cracks in the drywall of your new home are almost certain because of the expansion and contractions taking place within the walls and ceiling of the house which is normal. There is nothing serious about this cracking and it is generally more prevalent in the fall or spring when your home typically goes through moisture changes. These cracks are covered once a year and again at the end of the warranty year if it is necessary. It is the Homeowner's responsibility to repaint and redecorate. Certain brands of candles when burned with an untrimmed wick will produce a noticeable amount of soot. This black residue will be noticeable on the walls, ceiling, and cold air returns. Damage from this condition is not warranted.

15) Merillat Cabinets

Wood Cabinet Finish Variations:

All wood in any finish will exhibit color changes when exposed to light. All wood cabinets are constructed using different pieces of wood, and each piece will differ in color as well as change in color in different ways. This color change is caused by variations in the minerals and acids from the soil, and other conditions created by the growth environment of a tree. There variations in graining and color are characteristic of a natural wood cabinet and are not considered defects. Wood has these variations and these variations are not covered by the warranty.

To maintain your cabinets, check caulking around sinks and backsplash to prevent cabinet water damage. Use silicone spray lubricant periodically on drawers and hinges to improve operation. Follow manufacturer's recommendation to clean and polish the cabinets 1-2 times a year. Clean spills promptly with a clean cloth and soapy water. Wipe cabinets dry after cleaning. Avoid excess moisture on cabinets. Use mild soap and warm water to clean cabinet hardware, such as doorknobs and drawer pulls. Dry hardware with a soft cloth. Don't use detergents, soap pads, steel wool, paste wax, or polishes that contain silicone on your wood cabinets. An opening between the rail and style in a joint will occur as wood expands and contracts, leaving doors and drawers appearing warped. Both situations occur as the wood is expanding and contracting, as well as the house settling. Cabinets should go through the full four seasons to allow these cabinet doors to stabilize, and drawer fronts should not wrap if proper levels of humidity have been maintained in the home. Both cabinet doors and drawers have adjustments to keep them operating properly.

16) Kitchen Laminate Tops

Laminate is generally a carefree surface. Although it is subject to extreme heat, chipping, and scratching, damage not discovered at the walk-thru and identified on a punch list approved The Guarantee Group LLC will not be covered under warranty. Abrasive cleaners or cleaners with bleach solutions should not be used in cleaning or stain removing as they can leave small bleached spots on the surface.

17) Floor Coverings

Your carpet is stain resistant and may have semi-trackless qualities. Therefore, care and cleaning carpets in the proper manner is essential to prolonging its life and appearance. Leading manufacturer's recommend daily vacuuming in any traffic area to help prolong the life of your carpet. We strongly suggest you contact Carpet Plus if you have any questions regarding the maintenance of your carpets.

Carpeting Loose or Wrinkled:

Steffen Flooring (308) 380-0029, for a period of one year, will retrench or resecure wall-to-wall carpeting that has detached or loosened from the point of attachment.

Gaps in Carpet Seams:

Steffen Flooring, for a period of one year, will repair gaps in carpet seams that are readily visible from a standing position.

Carpet Spots and Fading:

In cases where fading, staining, or discoloration in the carpet occurs because of a carpet defect, the manufacturers warranty will apply. Care should be taken in selecting a carpet cleaning service, when it becomes necessary, because these different fibers require different cleaning instructions. We recommend a spot cleaner for your carpet. Consult with Carpet Plus for additional information.

Vinyl Floors

To be sure you'll enjoy your floor for many years, the following care tips will help keep your floor looking its best.

We recommend you do not use soap-based detergents, abrasive cleaners, or mop and shine products. Use of these products may leave a dull film on your floor. We recommend a rinse-free product, "Mannington Rinse Free Cleaner," available from any home improvement center.

We recommend plywood panels to protect the floor from scuffing and tears when moving furniture and appliances. Avoid wearing spiked heels on your vinyl floor. Heels can exert concentrated loads enough to dent the underlayment under the vinyl floor. Your vinyl could become yellowed from common items such as ketchup, mustard, hair dye, shoe polish, plant fertilizer, pets, and colored markers. Irreparable damage may be caused by rubber or latex-backed rugs or mats. They can cause your vinyl to discolor, usually leaving a yellow stain. Stain removal questions should be directed to your installer. Vinyl floor brochures are available upon request from Carpet Plus should you have questions beyond what has been covered above.

Heavy objects, such as appliances, should not be dragged or slid across vinyl tile surfaces, as they may cause damage to the flooring. Damage to floor coverings caused by such actions is not covered under the warranty.

18) Locks & Doors

If a doorknob becomes loose, tighten the two screws for a proper fit. Don't overtighten the screws, as doing so will strip the threads. To unlock the privacy locks, you simply inset the key into the keyhole until you can turn the doorknob. With seasonal changes, doors could start to rub the jams. This problem should correct itself during the first year. Doors should not be cleaned with any chemical cleaners, which could remove the finish.

19) Electrical

Circuit Breakers:

The wiring in your home is designed to meet building codes and safety standards. Circuit breakers are the safety device of your electrical system. If a circuit breaker trips, it may not trip all the way in the panel. To reset it, it must be turned off and then turned back on.

Common causes of a trip include:

- Too many appliances plugged into one circuit.
- Short-circuit from defective fixture, switch, plug, or extension cord.
- A defect in an appliance or motor.

If a circuit continues to trip, call Middleton Electric at (308) 382-2550.

Protected Outlets:

To prevent injury, your bath, kitchen, exterior outlets, sump pumps, garage door opener outlet, and garage outlets are on circuits that shut off when grounded. To reset these outlets, push the RESET button on the appropriate outlet. The device is sensitive, so any bad wiring on an appliance will trip the outlet. Frequently test these outlets by pressing the TEST button, which should trip the RESET button. Freezers or refrigerators should not be plugged into the protected outlets. Please note locations of protected outlets and how to reset them during your walkthrough orientation.

Bedroom Electrical Circuits

An Arc Fault Circuit Protector protects all outlets in the bedrooms. Check electrical panels to reset arc fault breakers (move to OFF position and then proceed to ON). If the breaker continues to trip, check all cords and plugs for damage.

Light Fixtures & Fans:

Light fixtures should not be removed by anyone other than a competent electrician. Do not tighten screws holding globes too tightly (loosen one turn) as the heat from the light can expand the glass and crack the globe. Ceiling fans, if added at a later date, should not be mounted to a plastic electrical box due to vibrations; a reinforced mounting system should be used.

Telephone Wiring:

Telephone wiring is provided in the most common locations throughout your home. The interface wiring is provided for the phone company, and you may need to confirm this when ordering your phone hookup.

Fuses Blow or Circuit Breakers Trip:

Fuses should not be blown, and circuit breakers should not be tripped under normal use. Sir Electric, for a period of one year, will correct circuit breakers that trip excessively under normal use.

Ground Fault Circuit Interrupter (GFCI) Trips Frequently:

Ground fault circuit interrupters are safety devices installed as part of the electrical system to provide protection against electrical shock. These sensitive devices detect potentially dangerous ground faults in small appliance and extension cords. Sir Electric, for a period of one year, will replace any failed GFCI device that fails to reset. The Homeowner is responsible for repairing any device that causes the GFCI to trip.

Testing GFCIs

A faulty GFCI can result in serious harm to you and your family if an accident occurs. Test each GFCI outlet once a month by following these steps:

• Push the TEST button on the GFCI outlet. The GFCI should trip, resulting in power loss to the outlet.

• Push the RESET button on the GFCI outlet, which should restore power to the outlet.

• If the GFCI doesn't reset, try using a can of compressed air to blow out any excess dust. If it still doesn't reset or trip, call Middleton Electric at (308) 385-5250.

Ceiling Fan Vibrates:

Middleton Electric will install ceiling fans in accordance with the manufacturer's specifications, including blade balances. They will repair any defect due to installation for a period of one year. Some minor fan wobbles cannot be eliminated, therefore, complete elimination of fan wobble is not covered by the warranty.

Communication Wiring:

All wire and device functions are intended to maintain their integrity for a period of one year. This includes the phone cable and the service panel. Any additions or alterations to the communication wiring and/or problems resulting from negligence and lighting fixture wiring are not covered by the warranty.

Comfort Control

The heating and air conditioning system in your new home is designed to give you many years of trouble-free service. As with any mechanical system, yearly service and maintenance is highly recommended and can be arranged at your convenience by calling Jerry's Sheetmetal at (308) 384-2881. To ensure optimum efficiency, it is suggested that the filters be replaced every month. Not changing the furnace filters could damage the furnace system or prevent optimum efficiency. Remove the furnace filter cover to replace the filter. Filters can be purchased from any home improvement store and most hardware stores.

All motors in your system utilize sealed bearings and require no oiling. It is advisable to test your heating and cooling system before the weather gets extremely cold or hot. While your furnace can be operated at any time, you must not turn on your air conditioner until the outdoor temperature has been above 65 degrees. Under no circumstance should you operate your air conditioner in the winter or during cold periods. Remember to treat your new heating and air conditioning system as you would any new mechanical device, such as a car. Regular service will ensure years of trouble-free operation.

Cooling System:

In cases where the cooling system is not working properly, Jerry's Sheetmetal, for a period of one year, will make repairs at no charge.

Monthly air filter changes are required to maintain indoor air quality, comfort, and air flow to prevent premature failure of heating, cooling, and ventilation equipment. To ensure proper ventilation of the HVAC system, Homeowner's should avoid blocking air intake and discharge vents.

Heating System:

In cases where the heating system is not working properly, Jerry's Sheetmetal, for a period of one year, will take corrective action at no charge. The heating and cooling system should meet the performance standards described below:

• The cooling system should maintain an interior temperature of 78 degrees or lower when the outdoor temperatures do not exceed 95 degrees. When outdoor temperatures exceed 95 degrees, the cooling system should maintain an indoor temperature that is at least 20 degrees below the outdoor temperature.

• The heating system should be capable of producing an indoor temperature of 70 degrees.

• Temperature variations between rooms and between floors should not exceed 4 degrees.

All temperatures should be measured from 5 feet above the floor in the center of any room.

Condensation Line Clogs:

The Homeowner is responsible for annual cleaning of the condensation lines that extend from the air conditioning coil. Under the warranty, Jerry's Sheetmetal, for a period of one year, will correct condensation lines that clog.

To prevent condensation lines from becomming clogged, Homeowners should follow the manufacturer's instructions for maintenance, and keep mulch, leaves, and other debris away from condensation lines' outflow. As part of regular HVAC maintenance, the condensation lines and evaporator coil should be inspected by Jerry's Sheetmetal — (308) 384-2881.

Refrigerant Line Leaks:

Jerry's Sheetmetal, for a period of one year, will repair refrigerant lines that leak during normal operation and recharge the air conditioning unit.

Ductwork Noise:

When the metal is heated and cooled, it expands and contracts. The resulting ticking or crackling sounds cannot be avoided. A booming noise caused by sheetmetal billowing in or out (oil canning) will be repaired by Jerry's Sheetmetal for a period of one year.

Vibration From Heating or Cooling Equipment:

It is normal for heating and air conditioning equipment to generate some noise and vibration. Under the warranty, no corrective action is required.

Metal Rattling at Registers, Grilles, or Ducts:

Air moving through registers, grilles, and ducts makes noise and is normal. Duct systems are not designed to be noise-free. However, metal rattling from the registers, grilles, or ducts is not normal and will be repaired by Jerry's Sheetmetal for a period of one year.

Ductwork Seperated or Detached:

Jerry's Sheetmetal, for a period of one year, will reattach any seperated or detached ductwork not caused by the Homeowner.

21) Troubleshooting

Heating:

If you have no heat, perform the following system checks:

• Go to the thermostat and make sure the HEAT-OFF-COOL selector is set to HEAT.

• Make sure the temperature dial is set high enough to call for heat.

If you still have no heat, turn the fan selector switch on the thermostat to the ON position. If the furnace fan comes on and you can feel air blowing out of the registers but still have no heat, call Jerry's Sheetmetal at (308) 384-2881.

If the furnace fan doesn't come on, perform the following system checks:

• Make sure the circuit breaker at the electrical panel is ON, reset if necessary.

• Make sure the electrical switch on the side of the furnace is in the ON position.

• Open the small, square metal box cover beside the electrical switch and check the screw-in fuse located beneath. If the fuse appears burned, replace it with an identical fuse.

• Make sure the lower of the two furnace doors is properly installed. If the lower compartment door is loose or improperly installed, the door interlock safety switch will cut off all power to the furnace.

Air Conditioning:

If you have no cooling and your furnace worked properly in the heating mode, perform the following system checks:

• Go to the thermostat and make sure the HEAT-OFF-COOL selector switch is set to COOL.

• Make sure the thermostat is set low enough to call for cooling.

• Make sure the circuit breaker at the electrical disconnect switch is in the ON position, reset if necessary.

• Make sure the outside electrical disconnect switch is in the ON position and the wiring is connected between the disconnect and the unit.

• If the indoor furnace fan runs and you have no cooling, check to see if the fan is running in the outside condensing unit.

• If the condenser fan is not running, or if the condenser fan is running and you still have no cooling, call Jerry's Sheetmetal at (308) 384-2881.

22) Humidity

Homeowners may install a humidifier at their expense. Please call Jerry's Sheetmetal for information at (308) 384-2881.

Reasonable levels of humidity in your home are healthy for you, but high levels are unhealthy for your home. If you see moisture on your windows, the humidity level is too high.
Any similar cold surfaces (attic, basement walls) in your home will condense to moisture or frost.

The following actions will help control the humidity level:

• Turn your furnace to ON (which will run continuously) if the outside temperature is below 32 degrees

• Run your bath fans during, and up to 30 minutes, after taking a bath or shower.

• Raise your blinds 1-2 inches off the bottom to allow air to circulate.

• Inspect your dryer vent exhaust flap to make sure lint is not interfering with the vent.

• If the moisture continues through the windows, you may have to run a de-humidifier to reduce your humidity to a reasonable level.

If you use a humidifier, it should be set at 25-30% humidity.

23) Plumbing

Fixtures:

The plumbing fixtures provided with your home are intended to give you lasting beauty under normal care and precautions. The porcelain finish on your fixtures, including the lavatories, will chip or scratch from contact with hard or sharp objects. Toilet seats could also chip or crack if dropped. Use discretion when flushing to prevent matter being thrown into the toilet bowls that will clog the traps within the stool.

Water Supply:

It's important you know how to shut off the water supply coming into your home. Be sure you verify this procedure during the walk-thru orientation of your home.

Faucets:

Moen faucet information and warranties can be located under Manufacturer's Warranties.

Stools:

As of January 1, 1994, all stools manufactured will not exceed 1.6 gallons of water per flush. We suggest you keep a plunger handy should any excess paper interfere with the flushing process. Should you encounter a plugged stool, anything determined to be other than construction debris would not be covered under warranty, and a service call will be charged to you.

Tubs & Showers:

See owner's manual.

Water Heater:

You can save energy by dialing back the temperature setting on your water heater. A normal setting is at, or near, warm. Consult your water heater manual for recommended minimum temperature setting. Water heaters normally collect small quantities of scale and sediment. This can easily be removed periodically by draining the tank through the valve at the bottom of the tank.

Water in Pipe Freezes:

Faucets will break if hoses are left attached in freezing weather, and water sprinkler lines will freeze if not properly drained at season's end and are not warranted. The Homeowner is responsible for maintaining the house temperature at a minimum of 65 degrees during cold weather, and draining exterior pipes and faucets for protections.

Plumbing Leaks:

In the event that water leaks are found in any supply lines, drain lines, piping, faucet, bathtubs, or showers that will cause damage to the home if not corrected, Manfull Plumbing, for a period of one year, will repair as necessary. Exterior piping and undrained exterior water faucets are not coved under the warranty. Exterior faucets will break if hoses are left attached in freezing weather and are not warranted. The maintenance of caulking and grout to prevent leaks is considered part of routine Homeowner maintenance and is not covered by the warranty. Leaks at toilet wax rings will be repaired for one year by Manfull Plumbing due to the potential for toilet movement during normal use.

24) Disposal

Proper care of garbage disposals is to include PLENTY of cold water during, and after, each use. Should the unit jam, there are several steps to follow:

• With the switch off, check for any ungrindable material inside the unit.

• Press the reset button and try to run the unit.

• If it still does not work, with the switch off, insert the provided disposal wrench into the bottom of the disposal and free the blades. With the disposal wrench removed, again press the reset button and then the switch should start the unit.

25) Outside Faucets

Remove hoses from outside faucets prior to freezing temperatures to avoid frozen pipes and damage to your home. Frozen sillcocks will not be covered under warranty.

"Y" or "splinter" from outside faucets before freezing temperatures to allow them to drain, thus preventing frozen pipes and damage to your home.

26) Appliances

Your dishwasher is designed to give you many years of trouble-free service. A manual is provided at the orientation for care and maintenance. A separate shut- off valve is located under the kitchen sink for service convenience. We recommend "Jet Dry" be used to enhance spot-free drying.

As with all your appliances, if maintenance should be required within the manufacturer's warranty period, Contact Ken's Appliances at (308) 382-6112 to schedule an appointment with a certified GE technician. The Guarantee Group, LLC employees are not trained or certified to work on GE appliances.

Chipped or Scratched Appliances:

Scratches or chipped finishes on porcelain, glass, or other surfaces on kitchen appliances are not covered by the warranty. Contact Ken's Appliances if this applies to your appliances.

One-Year Warranty:

Provided by General Electric. Call Ken's Appliances at (308) 382-6112 to schedule warranty work.

27) Seasonal Maintenance

Spring:

• Service the A/C to make sure it's operational once outside temperatures hit 70 degrees.

• Test smoke detectors, sump pump alarm, and thermostat. Change batteries 2x per year.

• Check and repair/replace any caulking cracks or caulking voids around your home and paint as needed.

• Clean debris from downspouts and gutters.

• Check for roof damage from storms and repair as needed.

• Check for sinkholes and other settlement around the yard and foundation of home and repair as needed.

• Assure trees and shrubs are properly watered.

• Apply appropriate fertilizer and seed if needed.

• Service sprinkler system. Test all sprinkler heads for proper coverage, and to ensure there is no spray onto the foundation or siding of the home.

Summer:

• Test smoke detectors.

• Check for sinkholes and other settlement around the yard and foundation of your home and repair as needed.

• Apply appropriate fertilizer.

• Adjust watering with temperature changes.

Fall:

• Clean debris from downspouts and gutters.

• Apply appropriate fertilizer and seed if needed.

• Check for sinkholes and other settlement around the yard and foundation of your home. Repair as needed.

• Service your furnace to make sure it's operational before it gets cold enough outside to need it.

• Test your smoke detectors, sump pump alarm, and thermostat. Change batteries 2x per year.

• Disconnect all connections from the outside water faucets prior to freezing temperatures to avoid freezing any of the pipes..

• Winterize sprinkler system.

• Check seals in your windows, overhead garage door, entry door, etc. for any that need replaced or repaired.

Winter:

• Test your smoke detectors.

• When walkways and driveways become iced-over or snow-packed, spread sand to help people avoid slipping. **Do not use salt or chemical de-icers. These products will damage your concrete and void any warranty.**

Product Warranty Information

PELLA® VINYL WINDOW & PATIO DOOR LIMITED WARRANTY

IMPORTANT NOTICE: Read this entire Pella Limited Warranty and Limitation of Liability ("Limited Warranty") before purchasing or installing this product. By installing or using this product, you are acknowledging that this Limited Warranty is part of the terms of sale.

This Limited Warranty applies only to Vinyl Windows and Patio Doors manufactured by Pella. Pella makes the following exclusive express Limited Warranties for Pella products installed within the United States and Canada, subject to the stated conditions and limitations.

Arbitration and Class Action Waiver ("Arbitration Agreement")
YOU and Pella and its subsidiaries **AGREE TO ARBITRATE DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS (INCLUDES PELLA GOODS AND PELLA SERVICES) AND WAIVE THE RIGHT TO HAVE A COURT OR JURY DECIDE DISPUTES.** In addition, if Your Pella Products were purchased directly or indirectly from a Pella Branded Distributor, You and the Pella Branded Distributor agree to Arbitrate Disputes arising out of or relating to Your Pella Products and waive the right to have a court or jury decide disputes. **YOU WAIVE ALL RIGHTS TO PROCEED AS A MEMBER OR REPRESENTATIVE OF A CLASS ACTION, INCLUDING CLASS ARBITRATION, REGARDING DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS.** You may opt out of this Arbitration Agreement by providing notice to Pella no later than ninety (90) calendar days from the date You purchased or otherwise took ownership of Your Pella Goods. To opt out, You must send notice by email to pellawebsupport@pella.com, with the subject line "Arbitration Opt Out" or by calling 877-473-5527. Opting out of the Arbitration Agreement will not affect the coverage provided by any applicable limited warranty pertaining to Your Pella Products. For complete information, including the full terms and conditions of this Arbitration Agreement, which are incorporated herein by reference, please visit pella.com/arbitration or email to pellawebsupport@pella.com with the subject line: "Arbitration Details" or call 877-473-5527. DE ARBITRAJE Y RENUNCIA COLECTIVA ("acuerdo de arbitraje") EN ESPAÑOL VER PELLA.COM/ARBITRATION. D'ARBITRAGE ET RENONCIATION AU RECOURS COLLECTIF ("convention d'arbitrage") EN FRANÇAIS SEE PELLA.COM/ARBITRATION.

LIMITED LIFETIME WARRANTIES FOR PRODUCTS INSTALLED IN OWNER-OCCUPIED SINGLE-FAMILY HOMES

This Limited Warranty applies only to vinyl windows and patio doors manufactured by Pella. Pella makes the following exclusive express Limited Warranties for Pella vinyl windows and patio doors installed in owner-occupied single-family homes within the United States and Canada, subject to the stated conditions and limitations.

Non-glass Materials and Workmanship. Nontransferable Limited Lifetime Warranty.

Pella warrants that all non-glass components of its vinyl windows and doors will be free of defects in material or workmanship that significantly impair their proper operation and function for as long as Buyer owns and occupies the home into which the vinyl windows and doors manufactured by Pella are installed.

If Pella is given notice of a defect in materials or workmanship of a vinyl window or door manufactured by Pella, Pella shall, at its sole option: 1) repair or replace the defective part(s) or product(s) (with cost of labor included only within two [2] years of the date of sale by Pella or its authorized dealer) or 2) refund the original purchase price. This Limited Lifetime Warranty is provided to the original Buyer and may not be assigned or transferred. Vinyl windows and doors manufactured by Pella installed in other than owner-occupied single-family homes and glass are excluded from this Limited Lifetime Warranty.

TRANSFERABLE LIMITED 20/10 WARRANTIES FOR PRODUCTS INSTALLED IN OTHER THAN OWNER-OCCUPIED SINGLE-FAMILY HOMES AND LIMITED 20/10 WARRANTY FOR PRODUCTS INSTALLED IN OWNER-OCCUPIED SINGLE-FAMILY HOMES

Non-glass Materials and Workmanship. Transferable Ten-Year (10-Year) Limited Warranty.

This transferable Ten-Year (10-Year) Limited Warranty applies to other than owner-occupied single-family homes and automatically replaces the Limited Lifetime Warranty for products installed in owner-occupied single-family homes, upon Buyer's transfer of ownership of the single-family home or at such time that the Buyer ceases to occupy the home, within ten (10) years of the date of sale by Pella or its authorized dealer. Pella warrants that all non-glass components of its vinyl windows and doors shall be free of manufacturing defects in material or workmanship that significantly impair their proper operation and function for ten (10) years from the date of sale by Pella or its authorized dealer. If Pella is given notice of a defect in materials or workmanship of a vinyl window or door occurring within ten (10) years from the date of sale by Pella or its authorized dealer, Pella shall, at its sole option: 1) repair or replace the defective part(s) or product(s) (with cost of labor included only within two [2] years of the date of sale by Pella or its authorized dealer) or 2) refund the original purchase price. This Ten-Year (10-Year) Limited Warranty may be transferred.

Nonlaminated Glass. Transferable Twenty-Year (20-Year) Limited Warranty.
Pella warrants that nonlaminated glass in Covered Pella® Products shall be free from premature failure or permanent material obstruction of vision due to a failure of the glass seal for twenty (20) years from the date of sale by Pella or its authorized dealer. If Pella is given notice of a glass defect occurring within twenty (20) years of the date of sale by Pella or its authorized dealer, Pella shall, at its sole option: 1) repair or replace the defective glass (with cost of labor included only within two [2] years of the date of sale by Pella or its authorized dealer) or 2) refund the original purchase price. The Limited Warranty may be transferred.

Laminated Glass. Transferable Ten-Year (10-Year) Limited Warranty.
The laminated glass in Covered Pella Products, including HurricaneShield® impact-resistant glass, is guaranteed against delamination, premature failure of the glass or a significant permanent obstruction of vision due to failure of the glass seal for a period of ten (10) years following the date of sale by Pella or its authorized dealer. If Pella is given notice of a defect in materials or workmanship occurring within ten (10) years or from the date of sale by Pella or its authorized dealer, Pella shall, at its sole option: 1) repair or replace the defective part(s) or product(s) (with cost of labor included only within two [2] years of date of sale by Pella or its authorized dealer) or 2) refund the original purchase price.

Blinds or Shades Sealed Between Insulating Glass. Transferable Five-Year (5-Year) Limited Warranty.
Pella warrants that the insulating glass (with blinds or shades sealed inside) shall be free from premature failure or permanent material obstruction of vision due to a failure of the glass seal and that the between-the-glass blind or shade shall be free from manufacturing defects in material or workmanship that significantly impair their proper operation and function for five (5) years from the date of sale by Pella or its authorized dealer. If Pella is given notice of a defect occurring within five (5) years of the date of sale by Pella or its authorized dealer, Pella shall, at its sole option: 1) repair or replace the defective glass unit (with the cost of labor included only within two [2] years of the date of sale by Pella or its authorized dealer) or 2) refund the original purchase price.

Exterior Surround Made with AZEK® Trim. Transferable Twenty-Five-Year (25-Year) Limited Warranty.
Pella warrants that the exterior surround, made with AZEK Trim, shall be free of rot, corrosion, delaminating or excessive swelling from moisture for twenty-five (25) years from the date of sale by Pella or its authorized dealer. Product must be installed and painted (finished) in accordance with Pella's installation instructions. If Pella is given notice of a defect occurring within twenty-five (25) years of the date of sale by Pella or its authorized dealer, Pella shall, at its sole option: 1) repair or replace the defective component(s) (with cost of labor included only within two [2] years of the date of sale by Pella or its authorized dealer) or 2) refund the original purchase price of the defective parts. This warranty does not cover the painted finishes or coating applied to the product by the original purchaser or any third party.

Laminate Exterior Color. Transferable Ten-Year (10-Year) Limited Warranty.
Transferable Ten-Year (10-Year) Limited Warranty. Pella warrants that exterior laminate finish on Covered Pella Products shall not check, crack or peel and shall be free of manufacturing defects in material or workmanship that significantly impair their proper operation and function for a period of ten [10] years from the date of sale by Pella or its authorized dealer. If Pella is given notice of a defect covered by this warranty occurring within ten [10] years of the date of sale by Pella or its authorized dealer, Pella shall, at its sole option: 1) refinish the product (the finish will be done with standard commercial refinishing techniques and will not necessarily be the same finish as originally applied to the product), 2) repair the product or provide replacement part(s) or product(s) (with cost of labor included only within two [2] years of the date of sale by Pella or its authorized dealer) or 3) refund the original purchase price.

CONDITIONS APPLICABLE TO ALL SALES OF COVERED PELLA PRODUCTS AND LIMITED WARRANTIES

Limitation of Warranty.
FAILURE TO COMPLY WITH PELLA INSTALLATION AND MAINTENANCE INSTRUCTIONS VOIDS ALL WARRANTIES UNLESS IT IS CLEARLY ESTABLISHED BY THE BUYER OR USER OF THE PRODUCT THAT THE DEFECT OR FAILURE IS UNRELATED TO SUCH NONCOMPLIANCE. This Limited Warranty does not extend to the use of Covered Pella Products under abnormal conditions, conditions that exceed the stated performance parameters of the product as provided on the product labeling and in the *Pella Architectural Design Manual* or under conditions not reasonably foreseeable to, or beyond the control of, Pella. Buyer and User assume all risk of any such use. This Limited Warranty is the exclusive warranty for the Covered Pella Products. **NEITHER PELLA NOR SELLER MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.** This disclaimer of implied warranties may be limited or ineffective if you are a consumer, as that term is defined by the Magnuson Moss Act, 15 U.S.C. § 2301, in which case the duration of any implied warranties shall be two (2) years from the date of sale by Pella or its authorized dealer. Some states do not allow limitations on how long an implied warranty lasts for consumers, so the above limitation may not apply to you, in which event the manner of presenting any claim thereon shall be the same as provided in the express warranties stated herein. This Limited Warranty gives you specific legal rights, and you may have additional rights, which vary from state to state.

Allocation of Risks of Pella Product Performance.
Because all construction must anticipate some water infiltration, it is important that the wall system be designed and constructed to properly manage moisture. Pella Corporation is not responsible for claims or damages caused by anticipated or unanticipated water infiltration; deficiencies in building design, construction or maintenance; failure to install Pella products in accordance with Pella Installation Instructions; or the use of Pella products in barrier wall systems, which do not allow for proper management of moisture within the wall system (see the following). The determination of the suitability of all building components, including the use of Pella products, as well as the design and installation of flashing and sealing systems, is the responsibility of Buyer or User, the architect, contractor, installer or other construction professional, and is not the responsibility of Pella. All risks related to building design and construction, or the maintenance, installation and use of Pella® products shall be assumed by Buyer and/or User.

IMPORTANT NOTICE: Pella® products **should not** be used in barrier wall systems, which do not allow for proper management of moisture within the wall systems, such as Exterior Insulation Finish Systems (EIFS) (also known as synthetic stucco) or similar systems. Except in the states of California, New Mexico, Arizona, Nevada, Utah and Colorado, Pella makes **no warranty of any kind on, and assumes no responsibility for, Pella windows and doors installed in barrier wall systems. In the states listed above, the installation of Pella products in EIFS or similar barrier systems must be in accordance with Pella's instructions for that type of construction.**

Limitation of Liability.
This Limited Warranty sets forth the maximum liability for our products. **IN NO EVENT (INCLUDING WHERE THIS LIMITED WARRANTY IS DEEMED NOT TO APPLY TO THE SALE OR PRODUCT IN QUESTION) SHALL PELLA OR SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES RESULTING FROM THE SALE, INSTALLATION OR USE OF ANY PELLA PRODUCTS.** Some states do not allow the exclusion or limitation of incidental or consequential damages for consumers, so the above limitation or exclusion may not apply to you.

Limitation of Remedy.
THE EXCLUSIVE REMEDY OF THE BUYER OR USER, AND THE SOLE LIABILITY OF PELLA AND SELLER FOR ANY AND ALL CLAIMS, LOSSES, INJURIES OR DAMAGES (INCLUDING CLAIMS BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE) RESULTING FROM THE SALE, INSTALLATION OR USE OF THESE PRODUCTS, SHALL BE, AT THE OPTION OF PELLA, THE REPAIR OR REPLACEMENT OF THE PRODUCT OR THE RETURN OF THE ORIGINAL PURCHASE PRICE OF THE PRODUCT, AS PROVIDED HEREIN. IN NO EVENT SHALL THE LIABILITY OF PELLA OR SELLER EXCEED THE PRICE PAID FOR THE PRODUCT. Replacement products shall be a reasonably similar current product and may not exactly match the original. Even where Pella chooses to repair or replace product within two (2) years of the date of sale, the costs covered by this warranty do not include any labor or material costs associated with finishing space surrounding or adjacent to the repaired or replaced product, including furnishing any trim or other carpentry work. Replacement product provided pursuant to this Limited Warranty shall be subject to the applicable Pella product Limited Warranty only for the remainder of the original warranty period on the product being replaced. If Pella or Seller provides any of the remedies identified in the Limited Warranties above (i.e., repair, replacement of product or refund of the purchase price), then Buyer and/or User agrees that this limitation of remedy shall not have failed of its essential purpose.

DISCLAIMER — WHAT THIS LIMITED WARRANTY DOES NOT COVER
Pella is not responsible for or makes no warranty as to:
1) Product failure, loss or damage due to:

- Normal wear and tear.
- Improper storage, handling, installation, finishing, use, modification or maintenance.
- Mechanical abrasion to finishes.
- Non-factory-applied finishes, applied sealants or caulking. Finishes applied by your local dealer/contractor are not covered by this warranty.
- Finishes of non-Pella products.
- Structural settlement, movement or vibration.
- Products exposed to excessive localized heat, high-moisture environments (including pools, hot tubs and greenhouses) or water leakage.
- Normal wear, fading or discoloration of finish from product usage, age or exposure to direct sunlight.
- Acts of God.
- Acid rain or other corrosive elements.
- Accidents, including accidental glass breakage.
- Application of after-market window films to glass surfaces.
- Damage caused by inappropriate finishes, solvents, brickwash or cleaning chemicals.
- Glass breakage, not the fault of Pella, that results in seal failure.
- Damage to glass as a result of improper use or application.
- Damage caused by high in-home humidity (condensation, frost or mold).
- Accident; misuse; abuse; alterations; improper handling, operation or cleaning.
- Products subjected to conditions outside product design limitations.
- Improperly installed security systems.
- Products with modifications that are not approved by Pella Corporation.
- Hardware finishes.
- Damage and/or discoloration not the fault of Pella to blinds or shades sealed between glass associated with wear and tear through product use, sun exposure, abuse or age.
- Ripping, tearing or other damage not the fault of Pella to window screens associated with wear and tear through product use.
- Insects, including grasshoppers.
- Finishing or modifying the structure containing the repaired or replaced product.
- The purchase, damage, repair or replacement of non-Pella products.
- Products that have not been paid for in full.

2) Minor imperfections in the product:

- Minor imperfections in glass that do not affect the product's structural integrity or significantly obscure vision.
- Minor variations in glass color.

3) Installation inconsistent with Pella® Installation Instructions:

- Damage resulting in whole or part from installation inconsistent with Pella Installation Instructions.
- Altered or reinstalled products.
- Products used in nonvertical glazing applications.
- Combinations not built by Pella or not built in accordance with Pella's recommendations for mulling and combining windows.

WDMA Hallmark Certification.

Pella products labeled with the Window & Door Manufacturers Association (WDMA) Hallmark Certification are tested in accordance with applicable WDMA performance standards, which require products be tested for air infiltration, water infiltration and structural performance. The WDMA certification standards measure the performance of a single sample of the product at the time of manufacture. Performance of Pella products, as measured by the WDMA standards, will change over time depending upon the conditions of use. For details on Hallmark Certification, go to WDMA.com. All Hallmark Certification performance ratings apply to individual products only. Pella makes no claims as to the overall performance of mulled and/or product combinations.

NFRC Standards.

Pella products labeled with the National Fenestration Rating Council (NFRC) Energy Performance label are tested in accordance with NFRC standards. NFRC ratings are based on a combination of computer simulations and physical testing of product samples. For details on NFRC energy performance ratings, go to NFRC.org.

Argon.

For Pella products labeled as having Low-E insulating glass with argon, Pella injects argon at the time of manufacture. No warranty is made as to the amount or percentage of argon present in the insulating glass. It is known that argon within insulating glass dissipates over time. The manner of use and conditions of installation of the product will affect the rate of dissipation of argon out of the insulating glass. Pella makes no warranty regarding the rate of dissipation of argon or the amount of argon remaining in the window at any time after manufacture.

Prompt Notice of Claim.

Within the warranty period, Buyer or User shall notify Pella immediately, and in no case more than one (1) year, after any defect or other basis of a claim covered by this Limited Warranty is discovered or should have been discovered. Any claims otherwise covered by the foregoing warranties, but for which Pella did not receive notice within one (1) year from the time the problem first became known, shall be barred.

Limited Warranty Claim Procedure.

Claims under these Limited Warranties may be made in writing to **Pella Corporation, Customer Service Department, 102 Main Street, Pella, IA 50219**, by calling for service at 800-374-4758 or by going to pella.com/warranty. Claims to Pella should include the following information:

1. Claimant's name, address and phone number and the installation address (if different);
2. A description of the product, purchase price, and date and location of purchase, and copies of invoices;
3. The Pella serial number located on the insulating glass spacer or the unit identification number located on the lower left-hand corner of the glass (as seen from the inside);
4. A description of the product concerns (photos may be included); and
5. A brief summary of attempts made to address the concerns.

Pella may charge a fee for on-site product inspections.

No Statement of Useful Life.

This Limited Warranty is not a statement of the useful life of any Pella products.

Entire Agreement.

With the exception of a written statement signed by an authorized Pella representative, this Limited Warranty and all the terms contained herein constitute the entire agreement between Pella/Seller and Buyer/User. This Limited Warranty, including all Limitations of Liability contained herein, is made a part of any such written agreement, unless expressly excluded therein. By purchasing or using the product covered by this Limited Warranty, Buyer and User agree that they are not relying on any oral statements made by anyone that are in any way contrary to this Limited Warranty.

No Amendment Except in Writing.

Pella and Seller offer this product, and Buyer and User accept it, subject to the foregoing Limited Warranty, which may be modified only by written agreement signed by a duly authorized representative of Pella.

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BAYER BUILT INC.

Bayer Built Woodworks

Warranty Information

QUALITY MILLWORK, UNBELIEVABLE SERVICE!

24614 US HWY 71 • BELGRADE, MN 56312 | **PH** 320.254.3651 | **FX** 320.254.3601 | WWW.**BAYERBUILT**.COM

Interior Panel, French, Louver & Café Doors 1-3/8” & 1-3/4”

(Limited 1 Year Warranty)

Bayer Built Woodworks, Inc. provides a limited warranty to the original owner for one year from the date of the original invoice as long as proper installation, care, and maintenance guidelines are followed. This warranty covers defects in material and workmanship that may unreasonably affect a door’s performance, including, but not limited to, the following:

- Separation of skins from door’s core
- Splits in door panels in excess of 1/16” inch in width
- Separation of stiles and rails in excess of 1/16” inch in width
- Warping of doors in excess of 1/4” inch

In case of warping or stile/rail separation, door must be allowed to hang through a complete heating and cooling season. Warp in the plane of the door itself will be considered a defect only if it exceeds one-quarter inch (1/4") when measured as a deviation from a straight edge. Doors over 3-0 wide or 7-0 high are excluded from the warranty against warp. Improper hanging of the door or unsquare door frames are not considered as defects. Louver doors wider than 3-0 are not covered for slat warp and bow.

Interior doors are for interior use only; exposure to extreme humidity, moisture, or temperatures may cause delaminating, checking, warping and raised grain. Proper care and storage should be considered when handling this product.

This Warranty Does Not Cover:

- Damage due to failure to follow proper installation, care, or maintenance instructions
- Damage due to failure to seal all six sides of the product within 30 days of invoice date
- Any doors that have been cut-down in size or altered from original state
- Appearance of field finishing
- Misalignment or shrinkage of panels, this is not considered a defect
- Scratched glass
- Damage caused by attempting to repair the product
- Damage caused by others or by any cause beyond the control of Bayer Built Woodworks, including normal wear and tear, customer misuse, abuse, fire, flood, storm, or other acts of nature
- Fading or discoloration due to UV or sunlight exposure
- Natural variations in the color and/or texture of the wood
- Exposure to acids, chemicals, or fumes
- Doors hung in exterior applications
- Water related damages
- Louver warping caused by moisture and humidity

Bayer Built Woodworks maximum liability is the purchase price of the product; finish and installation costs are not covered by this warranty.

BAYER BUILT WOODWORKS SPECIFICALLY EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

BUYERS SOLE AND EXCLUSIVE REMEDY FOR DAMAGES IS EITHER REPAIR OR REPLACEMENT OF THE PRODUCT AND SELLER SPECIFICALLY EXCLUDES ANY DAMAGES INCLUDING, BUT NOT LIMITED, TO CONSEQUENTIAL OR INCIDENTAL DAMAGES.

****Warranties are non-transferable****

BAYER BUILT INC.

Bayer Built Woodworks

Warranty Information

QUALITY MILLWORK, UNBELIEVABLE SERVICE!

24614 US HWY 71 • BELGRADE, MN 56312 | **PH** 320.254.3651 | **FX** 320.254.3601 | WWW.**BAYERBUILT**.COM

Summit Series Fiberglass
(Limited 25 Year Warranty)

Bayer Built Woodworks, Inc. provides a limited warranty to the original owner from the date of the original invoice, as long as proper installation, care, and maintenance guidelines are followed. THIS WARRANTY IS NOT TRANSFERABLE. This warranty covers defects in material and workmanship that may unreasonably affect a door's performance, including, but not limited to, the following:

- Separation of fiberglass skin from door's core
- Flaws or defects on fiberglass skins
- Warping of door more than ¼"
- 25 Year warranty does not apply to glass inserts; glass inserts carry a 20 year prorated warranty. Refer to Limited Remedies for Glass.

Limited Remedies for Glass

After receiving a valid limited warranty claim for clear or decorative glass inserts, Bayer Built Woodworks has the option to:

a) repair the product; or
b) provide a replacement product (or part, as appropriate) of like kind and design.

Replacement of the insulated glass component of the product will result in the following charge to the customer based on a percentage of Bayer Built Woodworks current wholesale price for a comparable product.

Period after Purchase	Amount of Charge to Customer
0 - 5 years	none
6	20%
7	30%
8	40%
9	50%
10	60%
11-15	70%
16-20	80%

If Bayer Built Woodworks elects to provide a replacement product, the limited warranty on the replacement product will last for the balance of the warranty on the original product. If the customer fails to provide a satisfactory proof of the date of purchase, the date such product was sold to dealer shall be used.

Bayer Built Woodworks maximum liability is the purchase price of the product; finish and installation costs are not covered by this warranty.

Limited Remedies for Door and Frame Components

After receiving a valid limited warranty claim, Bayer Built Woodworks has the option to:

a) repair the product; or
b) provide a replacement product (or part, as appropriate) of like kind and design.

Replacement of the frame or door slab component of the product will result in the following charge to the customer based on a percentage of Bayer Built Woodworks current wholesale price for a comparable product.

Period after Purchase	Amount of Charge to Customer
0 - 5 years	none
6 - 10 years	25%
11 - 15 years	50%
16 - 20 years	65%
21 – 25 years	80%

If Bayer Built Woodworks elects to provide a replacement product, the limited warranty on the replacement product will last for the balance of the warranty on the original product. If the customer fails to provide a satisfactory proof of the date of purchase, the date such product was sold to dealer shall be used.

Bayer Built Woodworks maximum liability is the purchase price of the product; finish and installation costs are not covered by this warranty.

EXCLUSIONS

Damage, defects, or problems resulting from causes outside Bayer Built Woodworks, Inc.'s control are excluded from coverage under the Limited Warranty. Such causes include, without limitation:

Installation, Maintenance, and Acts of God

- Installation not in conformance with Bayer Built Woodworks, Inc.'s installation instructions and applicable building codes
- Improper or non-standard field finishing
- Damage due to failure to seal all six sides of the product within 90 days of invoice date
- Non-standard installation, such as non-vertical or sloped glazing, upside down, or out-of square
- Any doors that have been cut-down in size or altered from original state
- All components, parts, glass, and labor supplied by anyone other than Bayer Built Woodworks, Inc.
- Installation or use in applications exceeding design standards
- Field mulls; field finishes
- Damage caused by attempting to repair the product
- Damage caused by others or by any cause beyond the control of Bayer Built Woodworks, including normal wear and tear, customer misuse, abuse, fire, flood, storm, or other acts of nature
- Exposure to acids, chemicals, or fumes
- Placing a door without providing the proper overhang
- Damage resulting from or related to a Product being installed behind a non-vented storm door or excessive heat due to being finished a dark color
- Installation or use near pools, saunas, hot tubs, or other high-humidity environments
- Failure to follow Bayer Built Woodworks, Inc.'s care and maintenance instructions
- Failure to properly treat, seal, and maintain exposed wood
- Use of brick wash, razor blades or other inappropriate cleaners or chemicals
- Misuse, abuse, modification, alteration, accident, negligence
- Shifting or settling of the structure in which the product is installed
- Extreme weather events, extreme or unusual atmospheric conditions
- Normal wear and tear; normal discoloration or fading of finishes due to UV or sunlight exposure
- Variation in wood color, texture, and grain
- Glass imperfections consistent with ASTM or other industry standards, which do not affect structural integrity
- Scratched glass
- Decorative glass details, glass is handcrafted so slight imperfections are acceptable
- War, insurrection, civil unrest, terrorism, or Acts of God

Warp

Bow, twist, and warp shall not be considered defects unless in excess of ¼" in the plane of the door. Doors 8' or higher ordered without multi-point hardware are not performance-certified and are not warranted against bow, twist, or warp. Action on claims for bow, twist, or warp may be deferred at Bayer Built Woodworks, Inc.'s option for a period not to exceed (12) months after installation to permit the door in question to acclimate to temperature and humidity conditions.

Moisture Management

Products installed in wall systems that do not allow for proper moisture management, such as exterior insulation and finish systems (EIFS) or "synthetic stucco" without effective engineered drainage systems, are not covered under the Limited Warranty.

Condensation

Condensation is not a product defect, but the result of excess humidity. Condensation, frost, or mold, mildew, or fungus on product surfaces is not covered by the Limited Warranty.

Corrosion

Except as expressly provided in this Limited Warranty, finish failure or corrosion of aluminum cladding, anodized and other specialty finishes, hardware, or other components due to environmental conditions such as air pollutants, acid rain, salt, sand, chemicals, or other corrosive substances is not covered by the Limited Warranty.

DISCLAIMERS, LIMITATIONS, AND ADDITIONAL TERMS AND CONDITIONS

Disclaimers

This Limited Warranty is the only warranty, written or oral, express or implied, provided by Bayer Built Woodworks, Inc. No dealer, employee, or agent of Bayer Built Woodworks, Inc., nor any third party, may create or assume any other liability, obligation, or responsibility on behalf of Bayer Built Woodworks, Inc. ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. Any implied warranty which cannot be disclaimed under applicable law will be limited in duration to the shortest permissible term and, in any event, will not exceed the term of the applicable express limited warranty; the requirements for presenting any claim so affected will be as provided in this Limited Warranty. Any product or component not specifically subject to this Limited Warranty or another written Bayer Built Woodworks, Inc. product warranty is provided AS IS and without warranty. This Limited Warranty gives you specific legal rights and you may also have other rights, which may vary from state to state. THIS WARRANTY IS NOT A WARRANTY OF FUTURE PERFORMANCE OR A STATEMENT OF THE USEFUL LIFE OF ANY BAYER BUILT WOODWORKS, INC. PRODUCT, BUT ONLY A WARRANTY TO REPAIR, REPLACE, OR REFUND.

Limitations

IN NO EVENT WILL BAYER BUILT WOODWORKS, INC. BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN NO EVENT WILL BAYER BUILT WOODWORKS, INC.'S LIABILITY EXCEED THE PRICE PAID FOR THE AFFECTED PRODUCT OR COMPONENT. The limitations of warranty and liability set forth herein shall survive and apply, even if the exclusive remedy set forth in this Limited Warranty is found to have failed of its essential purpose.

Suitability

Determining the suitability and compliance with local or other applicable building codes or standards, of all building components, including the use of any Bayer Built Woodworks, Inc. product, and the design and installation of any flashing or sealing system, is the responsibility of the buyer, user, architect, contractor, installer, and/or other construction professional. Bayer Built Woodworks, Inc. will not be liable for any problem or damage relating to inappropriate or faulty building design or construction, maintenance, installation, or selection of products. Doors are only one element of a structure; Bayer Built Woodworks, Inc. does not warrant that third party certification of a building or project to any specific standard will be achieved through the use of any Bayer Built Woodworks, Inc. product.

No Waiver

Bayer Built Woodworks, Inc. may, in its discretion, extend benefits beyond what is covered under this Limited Warranty. Any such extension shall apply only to the specific instance in which it is granted, and shall not constitute a waiver of Bayer Built Woodworks, Inc.'s right to strictly enforce the exclusions, disclaimers, and limitations set forth in this Limited Warranty in any or all other circumstances.

Warranty Claims

All warranty claims must be made within sixty (60) days of the appearance of the defect and within the applicable warranty notice period. To make a warranty claim, contact the Bayer Built Woodworks, Inc. dealer from which you purchased the product. If, after five days, dealer has not responded, send a written request to Bayer Built Woodworks, Inc. at 24614 Highway 71, Belgrade MN 56312 Attn: Warranty Dept. Include the following information: your name, address, and telephone number, the date you purchased your product, the name of distributor from whom you purchased your product, a description of product, order number, specific definition of problem or defect, actions you have taken and contacts you have made with your local dealer. Once we've received your letter, we will respond to your claim promptly. If you do not know the name of your dealer, send to Bayer Built the above mentioned information via email to warranty@bayerbuilt.com or write to 24614 Highway 71, Belgrade MN 56312 Attn: Warranty Dept.

ALLEGION™

J SERIES by SCHLAGE

J Series by Schlage® limited product warranty

(RESIDENTIAL APPLICATIONS ONLY)

Subject to the terms and conditions of this warranty, Schlage Lock Company LLC (Schlage") extends a warranty against defects in material and workmanship to the original consumer user (defined below) of the products manufactured by Schlage (the "Products") beginning from the date of purchase by the original user. Please see below for specific Product warranty periods and details.

PRODUCT	WARRANTY PERIOD
J-Series by Schlage Mechanical (J Series)	Limited Lifetime Mechanical Limited 5 Year Finish
J-Series by Schlage Keypad Deadbolt and Lever	Limited 1 Year Electronics Limited Lifetime Mechanical Limited 5 Year Finish
J-Series by Schlage Connected Keypad Deadbolt and Lever	Limited 1 Year Electronics Limited Lifetime Mechanical Limited 5 Year Finish

What Schlage Will Do: Upon return of the defective Product to Schlage for inspection, free and clear of all liens and encumbrances and accompanied by the statement of defects and proof of purchase from an authorized seller, Schlage will, at its sole option, replace the Product with new or remanufactured product (as applicable) or refund the purchase price in exchange for the Product. Because Schlage cannot control the quality of products sold by unauthorized sellers, this warranty applies only to Products that were purchased from an Allegion or Schlage authorized seller, unless otherwise prohibited by law.

Original User: This warranty only applies to the original consumer user of the Products ("Original user") as long as the Original User occupies the residential premises upon which the Product was originally installed. Except where prohibited by law (which may include the Province of Quebec), this warranty is not transferable.

What Is Not Covered: The following costs, expense and damages are not covered by the provisions of this warranty: (i) back charges or labor costs including, but not limited to, such costs as the removal and reinstallation of the Product or for normal maintenance; (ii) shipping and freight expenses required to return the Product to Schlage; (iii) failures, defects or damage (including, but not limited to, any security related breach or failure or loss of data) caused by the Original User, any third party or third party products, service or system connected or used in conjunction with the Product; (iv) any incidental, consequential, indirect, special and/or punitive damages, whether based on contract, warranty, tort (including, but not limited to, strict liability or negligence), patent infringement, or otherwise, even if advised of the possibility of such damages; or (v) normal wear and tear.

The provisions of this warranty do not apply to Products: (i) used in commercial applications; (ii) used in common area applications; (iii) used for purposes for which they are not designed or intended by Schlage; (iv) which have been subjected to alteration, misuse, abuse, negligence, or accident; (v) which have been improperly stored, installed, maintained, repaired or operated; (vi) which have been used or installed in violation of written instructions provided by Schlage or which are used on nonstandard residential door preparations (NOTE: Mortise locks and preparations are not considered standard); (vii) which are not the proper size for the application or have been damaged or are defective due to improper installation or installation with improper or incorrect parts; (viii) which have been subjected to improper or harsh temperature, humidity, or other environmental conditions (i.e., corrosion); (ix) which, based on Schlage's examination, do not disclose to Schlage's satisfaction non-conformance to this warranty; (x) except where prohibited by law, which have been purchased through a non-authorized seller; or (xi) which are not new, including, but not limited to, returned, refurbished, or similar products. Additionally, this warranty does not cover scratches, abrasions, or deterioration due to the use of abrasive materials, paints, solvents, or other chemicals.

Finish Exclusion: Oil Rubbed Bronze finish (613) is designed to improve over time and change in appearance, creating a living finish through daily use and, thus, finish discoloration is not covered under this warranty.

Additional Terms: Schlage does not authorize any person to create for it any obligation or liability in connection with the Products. No other warranties, express or implied, are made to the Original User with respect to the Products. Any implied warranty of merchantability or fitness for a particular purpose shall be limited to the duration of this warranty, as applicable to the Product. No agent, representative, dealer, distributor, Authorized Seller or Authorized Reseller has the authority to increase or alter the obligations under this warranty. Schlage's maximum liability hereunder is limited to the original purchase price of the Product. No action arising out of a claimed breach of this warranty by Schlage may be brought by the Original User more than one (1) year after the cause of action has arisen.

How Local Law Applies: United States: This warranty gives you specific legal rights, and you may also have other rights which vary from State to State. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some States do not allow the exclusion or limitation of incidental and consequential damages, so the above limitation or exclusion may not apply to you. Canada: This warranty gives you specific rights, and you may also have other rights as otherwise permitted by law. If this product is considered a consumer product, please be advised that some local laws do not allow limitations on incidental or consequential damages or how long an implied warranty lasts, so the above limitations may not fully apply. Refer to your local laws for your specific rights under this warranty.

Warranty Claims Process: If you encounter a claim under this warranty, please contact Schlage Customer Service as noted below for a replacement or refund of the original purchase price in exchange for the Product.

U.S. and Canada
Schlage Customer Service
2119 E. Kansas City Road
Olathe, KS 660061
1-888-805-9837 (US Phone)
1-800-900-4734 (Canada Phone)
consumerschlage@allegion.com

Effective Date: December 7, 2020

About Allegion

Allegion (NYSE: ALLE) is a global pioneer in seamless access, with leading brands like CISA®, Interflex®, LCN®, Schlage®, SimonsVoss® and Von Duprin®. Focusing on security around the door and adjacent areas, Allegion secures people and assets with a range of solutions for homes, businesses, schools and institutions. Allegion had $2.9 billion in revenue in 2019 and sells products in almost 130 countries. For more, visit **www.allegion.com**

KRYPTONITE ■ LCN ■ SCHLAGE ■ STEELCRAFT ■ VON DUPRIN

ALLEGION™

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allegion.com

KEN'S APPLIANCE & America's MATTRESS Gallery

www.kensapplianceandmattress.com
2211 N. Webb Road, Grand Island, NE • 308-382-6112

Copper Creek Residents,

Your appliances come with a one year manufacturer parts and labor warranty. Ken's Appliance understands that you need to protect your investment. To that end, Ken's offers extended warranties that protect your appliances for an extra 2 or 4 years. This Expert Protection Plan covers all of the parts and labor costs beyond the 1 year manufacturer warranty.

You are probably wondering, "Why should I purchase an extended warranty?" The answer is simple; an average service call is $180 - $200. Many times, the cost of the plan would cover just 1 service call! Also, if you purchase the 5 Year Plan, you get a ten year major component warranty. For a refrigerator, this covers the compressor, which typically costs $300 just for the part.

Another benefit to buying the Expert Protection Plan is that you just call Ken's Appliance for service, there's no 800 number to call! Ken's will come to your house to service the appliance at a time that works for everyone.

Other benefits included:

- **No Lemon Policy** – 3rd failure for the same problem after 2 previous calls qualifies for replacement
- **Laundry Credit** – Up to $25 per the life of the contract for qualifying repairs
- **Power Surge Coverage**
- **Food Loss Allowance** – Up to $250 per calendar year
- **Transferable** – The coverage moves with you or can be transferred to a new owner

For more information, or to purchase your Extended Warranty, call Ken's Appliance at 308-382-6112.

We proudly support local students!

Buy one qualifying mattress, and we will donate a mattress to a student in need.

Sleep TIGHT

FORMICA® LAMINATE BY FORMICA GROUP

TECHNICAL DATA

GENERAL PURPOSE GRADE 10 AND POST-FORMING GRADES 12 & 20

LIMITED WARRANTY

Formica Corporation expressly warrants that, for a period of one (1) year from the date of first sale, these products will be reasonably free of defects in materials and workmanship, and that when properly handled and fabricated, will conform, within accepted tolerance, to applicable manufacturing specifications. Colors subject to dye lot variations. This limited warranty only applies to Formica® Brand Laminate which is stored, handled, fabricated and installed in the manner recommended by Formica Corporation. Due to the variety of uses and applications to which Formica® Brand Laminate may be put, FORMICA CORPORATION CAN MAKE NO WARRANTY THAT THIS PRODUCT IS SUITABLE FOR ANY PARTICULAR PURPOSE AND CAN MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE SET FORTH ABOVE.

DISCLAIMER OF WARRANTIES

THE WARRANTIES SET FORTH HEREIN OR IN FORMICA CORPORATION'S WARRANTY DOCUMENTS WITH RESPECT TO A PRODUCT ARE THE ONLY WARRANTIES MADE BY FORMICA CORPORATION IN CONNECTION WITH THESE PRODUCTS, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PRODUCTS SOLD BY FORMICA CORPORATION ARE SOLD ONLY TO THE SPECIFICATIONS SPECIFICALLY SET FORTH BY FORMICA CORPORATION IN WRITING. FORMICA CORPORATION'S SOLE OBLIGATION FOR A REMEDY TO BUYER SHALL BE REPAIR OR REPLACEMENT OF NON-CONFORMING PRODUCTS, OR AT THE OPTION OF FORMICA CORPORATION, RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCTS PURCHASED, WHETHER USED SINGLY OR IN COMBINATION WITH OTHER SUBSTANCES.

LIMITATION OF LIABILITY

No claim by buyer of any kind, including claims for indemnification, whether as to quality or amount of products delivered or for non-delivery of products, shall be greater in amount than the purchase price of the products in respect of which damages are claimed. IN NO EVENT SHALL FORMICA CORPORATION BE LIABLE TO BUYER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, RELIANCE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR COVER, OR LOSS OF PROFIT, REVENUE OR USE, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCTS SOLD HEREUNDER, OR FOR ANY LIABILITY OF BUYER TO ANY THIRD PARTY WITH RESPECT THERETO. BUYER SHALL INSPECT FOR NONCONFORMITY PROMPTLY UPON RECEIPT. Failure by buyer to give Formica Corporation written notice of claim within 30 days from date of delivery or, in the case of non-delivery from the date fixed for delivery, shall constitute a waiver by buyer of all claims in respect of such products.

This limited warranty gives purchaser of Formica® Brand Laminate specific legal rights. Other rights may be available and vary from state to state.

Any information or suggestion concerning application, specifications or compliances with codes and standards is provided solely for your convenient reference and without any representation as to accuracy or suitability. Formica Corporation disclaims any legal responsibility. The user must verify and test the suitability of any information or products for their own particular purpose of specific application.

MANUFACTURER

Formica® Brand Laminate sheets are manufactured by Formica Group.

TECHNICAL SERVICES

Technical assistance may be obtained through your local Formica® Brand Products Distributor or from Formica Corporation trained representatives in sales offices throughout the country. To assist these representatives, Formica Corporation maintains a sales and technical services staff in Cincinnati, Ohio. For technical assistance, contact your distributor or sales representative; write the company directly at Formica Corporation Technical Services Department, 10155 Reading Road, Cincinnati, OH, 45241; call (513) 786-3578 or 1-800-FORMICA™; or fax (513) 786-3195. In Canada, call 1-800-363-1405. In Mexico, call (525) 530-3135.

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Formica is a sublicensed trademark to Formica Corporation. Formica and the Formica Anvil logo are registered trademarks of The Diller Corporation. 1-800-FORMICA is a trademark of The Diller Corporation. The products and manufacturing processes of Formica Corporation are protected under U.S. and foreign patents.

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All ™ brands are trademarks of the respective owners.

For warranty information, please visit www.formica.com or call 1-800-FORMICA™.

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Cincinnati, Ohio 45241

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LIMITED LIFETIME RESIDENTIAL WARRANTY

One Quartz Surfaces® by Dal-Tile LLC ("Dal-Tile") comes with a Limited Lifetime Residential Warranty.

Dal-Tile warrants that One Quartz will be free from any defects for intended residential use for the original purchaser for as long as the original purchaser owns the private, single-family residence in which it is permanently installed. Dal-Tile provides detailed information in its product literature regarding appropriate applications for this product. Failure to comply with recommended applications voids this warranty.

For this Warranty to be effective, you must (1) be able to provide a completed warranty form with accompanying documentation and (2) be in compliance with the conditions of this Warranty.

To qualify for any warranty claims such as repair or replacement, you will need to provide the original dated sales receipt or other documentation to demonstrate proof of purchase and documentation to demonstrate proof of proper installation.

Please complete the following details and keep your proof of purchase and other documentation:

Your Name: _____

Your Number: _____

Your Address: _____

Merchant Name: _____

Merchant Number: _____

Merchant Address: _____

Purchase Date: _____

Product Name: _____

Installation Date: _____

For your records, make a copy of your submission and keep in a safe place with your original documentation.

THIS EXPRESS WARRANTY IS THE SOLE WARRANTY EXTENDED AND REPLACES ANY STATUTORY WARRANTIES TO THE MAXIMUM EXTENT ALLOWABLE BY LAW.

Implied Warranty of Fitness for a Particular Purpose

Dal-Tile provides detailed information in its product literature regarding appropriate building specifications, installation and maintenance for One Quartz. Failure to comply with recommended specifications, installation and maintenance voids this Warranty. There are no warranties extended beyond the description on the face hereof.

Implied Warranties Limited in Duration and Scope

The Federal Magnuson-Moss Warranty Act limits disclaimers of implied warranties involving consumer products. To the maximum extent allowable by federal and state law, this Warranty supplements or supersedes federal and state consumer goods warranty protections. There are no warranties extended beyond the description on the face hereof.

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General Terms and Conditions for One Quartz Surfaces® Warranties

One Quartz carries the specific warranties listed above. In addition to the requirements specified above, the following general terms and conditions also apply. If you have questions regarding this Warranty, please contact Dal-Tile.

1. This Warranty applies only to the original purchaser and the first installation of the product and may not be transferred, except as provided below. The "original purchaser" is the person or builder who is stated as the buyer on the purchase document(s) and owns the private residence. The "builder" is a person or entity who constructs or renovates private residences with the purpose of selling the private residence to a residential owner. This Warranty applies only to 1L quality One Quartz purchases made after the edition date of these Warranty conditions for the designated time period when the product is installed in a private residence and according to Dal-Tile's recommended installation instructions.

2. In the event of an original purchaser who is a person and owns the private residence at the time of purchase and installation of One Quartz, the original purchaser may transfer this Warranty to another person who buys such private residence from the original purchaser, provided that: (1) the sale of the private residence occurs after a valid original warranty registration, (2) the original purchaser is in compliance with the conditions of this Warranty at the time of the transfer, and (3) the new owner notifies Dal-Tile of the transfer of this Warranty from the original purchaser by re-registering this Warranty within sixty (60) days of the date of transfer of ownership. Failure to meet any of these conditions will relieve Dal-Tile of any further obligation to the next owner(s) under the terms of this Warranty. This Warranty will be limited in duration and scope and last for only as long as the subsequent owner owns such private residence and apply only to such subsequent owner, provided all the above conditions of transfer are met. Notwithstanding the foregoing, the duration of this Warranty shall not exceed the twenty-fifth (25th) anniversary of the date of transfer of the original Warranty. In the event of a builder who installs One Quartz in a private residence, the builder may transfer this Warranty to another person who buys such private residence from the builder, and such person will be treated as if he or she were the original purchaser.

3. This product Warranty only applies to manufacturing defects inherent to the material supplied. Defect is defined as a shortfall in the product to perform to Dal-Tile specifications as disclosed in product literature, within industry allowable tolerances as set forth in standard, national industry protocols.
Dal-Tile will repair or replace the product, at its discretion. When replacement of the product is made, only new products from the current product range at the time the complaint is upheld will be supplied. Dal-Tile reserves the right to discontinue or modify any of its products and shall not be liable if replacement material varies in color intensity, hue, or shade in comparison to the original product. There will be no other form of compensation. Responsibility under this Warranty only applies to hidden defects. These are defects that were not visible before or during the installation of the product. Dal-Tile will not cover labor costs to replace or reinstall the One Quartz slabs. Dal-Tile can never be held liable and is not responsible for any secondary damages, incidental damages or consequential damages.

4. This Warranty does not cover damage to the product caused by installation or fabrication errors. The product must be installed following the appropriate installation instructions using approved accessories, if applicable. Installation and Fabrication defects are not covered by this Warranty.

5. All warranty claims must be reported immediately. Failure to report any Warranty claim within thirty (30) days of defect discovery will void this Warranty. All products must be inspected prior to installation. Installation of products with visual defects or nonconformities apparent prior to installation voids this Warranty.

6. Dal-Tile does not recommend its products for use on ceilings or roofs, unless specifically disclosed as being suitable for ceilings or roofs in product literature. Local building codes may dictate minimum performance specifications. Dal-Tile does not warrant product installations that violate building codes.

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7. Failure to comply with recommended applications voids this warranty. Appropriate residential applications include: kitchen countertops, islands, table tops, bathroom vanities, tub and shower surrounds. Outdoor applications are not covered under this Warranty. Warranty covers only polished, leathered, honed, lava, and caressed finishes. Please note that due to greater exposed surface area, the textured finishes will require more daily maintenance than a polish finish. This Warranty does not cover the altering of any factory applied finish.

8. This Warranty does not cover the installation of sinks nor securing mechanical fasteners directly into the material.

9. Proof of compliance with the installation and maintenance instructions recommended by Dal-Tile must be provided if a claim is filed. If installation is not performed by the end user, at least one copy of the installation and maintenance instructions and this Warranty must be provided to the end user by the installer.

10. Dal-Tile will not be liable for, and this Warranty does not apply in the event of: any failure, defect, or damage (including but not limited to crumbling, chipping, cracking, breakup or change of color) resulting from or connected with misuse, abuse, neglect, or improper handling or storage. Customer misuse including negligence, physical, or chemical abuse is not covered by this warranty.

11. This Warranty does not cover scratches. Proper care, such as using cutting boards, must be exercised as part of your care and maintenance.

12. Color, hue or shade differences resulting from material added to an existing installation at a later date and non-warranty repairs are excluded from coverage.

13. Photographic color images may not be an exact product match. Product samples are representative only and may not be an exact match to supplied materials due to variations in batch manufacturing or naturally occurring stone. Supplied materials may have slight differences in color, shade, and/or surface appearance.

14. Under no circumstances will Dal-Tile be responsible for any loss of time, inconvenience, expenses, costs or other consequential damages caused by or resulting directly or indirectly from a problem about which a claim was made.

15. Any services provided as part of this Warranty do not extend the original warranty period.

16. This express limited product Warranty excludes all labor costs. Some states do not allow the exclusion or limitation on 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. If the laws of a particular state require terms other than or in addition to those contained in this Warranty, this Warranty shall be deemed modified so as to comply with the appropriate laws of such state, but only to the extent necessary to prevent the invalidity of this Warranty or any provision of this Warranty or to prevent the imposition of fines, penalties or any liability.

17. No person has authority to make representations other than those in this writing. Any representations made in connection with the sale of this product that differs from the terms of this warranty are not valid and should be brought to the attention of Dal-Tile immediately (1-800-933-TILE).

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LEGAL NOTICE:

WARNING – Slabs and installation products contain chemicals known to the state of California to cause cancer, birth defects, reproductive harm, respiratory harm or other health problems. For more product-specific information on chemical content, obtain an MSDS at Daltile.com or contact Daltile at 800.933.TILE.

To Make A Claim:

1. The original purchaser must notify a Dal-Tile Sales Service Center or an authorized representative in writing within 30 days of the discovery of any defect.
2. After notification, Dal-Tile or an authorized representative will inspect and/or test the product for defect and complete a Product Claim Action form. No claim will be honored without product inspection by Dal-Tile or an authorized representative.
3. Upon determination that the product defect claim is valid, Dal-Tile will notify the purchaser in writing. Dal-Tile reserves the right to repair or replace the originally-purchased product, at its sole discretion.

One Quartz Surfaces® is manufactured and distributed by
Dal-Tile LLC
7834 C.F. Hawn Freeway
Dallas, TX 75217

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CAMBRIA PRODUCT CARE & MAINTENANCE INFORMATION

Maintaining Cambria Product is easy. Simply wash with a soft cotton cloth and warm water; use a mild soap if desired.

Do not expose, in use or otherwise, Cambria Product to abrasive, strong alkaline, acid, free radicals, oxidizers, or cleaners of the like (whether high, neutral, or low pH). Various chemicals are corrosive and/or erosive in their ability to attack any surface, including Cambria Product. Be very aware of these potential damages to its surface.

Cambria is not heat-proof, chemical-proof, or fracture-proof in any form. Be aware of damaging exposure to these potentially damaging acts.

Do not use or expose Cambria Product to certain cleaning products, including, but not limited to, bleach, oven cleaners, Comet®, Soft Scrub®, S.O.S.® pads, products with pumice, batteries, paint removers, furniture strippers, tarnish or silver cleaners, or the like. Do not use abrasive or harsh scrub pads. Do not apply any sealers, penetrants, or topical treatments to Cambria Product under any circumstances. Such products will wear off and cause the gloss to appear dull or inconsistent. Contact Cambria for further information by calling 1-866-CAMBRIA (1-866-226-2742) or visiting our website at CambriaUSA.com.

1. Cambria Product is created from pure natural quartz stone. Variation in natural quartz stone color, pattern, size, shape, and shade are unique and inherent characteristics of this product.
2. Color blotches are intentionally included in many designs to enhance the Product's natural beauty. Samples are small select cuts from a larger slab and may not fully exhibit all the design characteristics of the final installed product. These variations do not affect performance and do not qualify for product replacement.
3. Cambria is durable and resistant to surface damage. However, all stone can be damaged by force and no stone is chip-proof. Objects hitting edges, particularly at sinks or dishwashers, may cause chips. Though a minor knife slip will dull the knife and not harm Cambria Product, no stone surface is scratch-proof. Surface markings are more visible on monotone designs than multicolored design surfaces.
4. Cambria Product is not a seamless product; seams are visible. Where there are seams changes in the product pattern and shade will be visible.
5. Natural stone surfaces can be damaged by sudden and/or rapid change of temperature, especially near the edges, as well as direct and/or sustained heating of the top. Cambria Product may not withstand the direct transfer of heat from pots and pans and other cooking units such as electric frying pans and griddles, slow cookers, roaster ovens, and heat lamps. Therefore, the use of a closed-weave hot pad or solid trivet, like a bread board, is always recommended to prevent heating the product.
6. Cambria Product is not a structural support material and must be supported in every application. 2cm and 3cm thicknesses are for countertops and other horizontal surfaces; 1cm thickness is for vertical surface finishes such as walls and full-height backsplash.
7. Cambria Matte® finish will show surface markings caused during normal use, which are easily removed by simply washing with a soft cotton cloth and warm water; use a mild soap if desired. Cambria Matte® finish does not shine, and may soil and/or appear to stain from soiling, especially when used in heavy traffic areas such as flooring.
8. Installation of Cambria Product requires walls and cabinets to be properly prepared for installation, which includes, but is not limited to, structurally sound, straight, level, and square walls and cabinets. Lack of proper preparation may cause poor installation and poor seam fit or inconsistent countertop overhang and placement.

Thank you for your purchase of Cambria.

CambriaUSA.com

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FAMILY OWNED AMERICAN MADE

APPROVED CLEANERS

CAMBRIA®

Maintaining your Cambria® is easy. Simply wash with a soft cotton cloth and warm water, use a mild soap if desired.
If you have dried spills and desire to use a cleaner you can use one of the following products:

Kitchen Products – Dishwashing

- Ajax Bleach Alternative Dish Soap (All Scents)
- Ajax Triple Action Orange Dish Soap
- Better Life Dish Soap (All Scents)
- Clorox Disinfecting Kitchen Cleaner
- Dawn Direct Foam Dishwashing Foam
- Dawn Platinum
- Dawn Ultra Antibacterial Dishwashing Liquid
- Dawn Ultra Concentrated Dishwashing Liquid
- Dr. Bronner's SAL SUDS Biodegradable Cleaner
- ECOVER Dish Soap
- Formula 409 Orange Power Daily Kitchen Cleaner
- Green Works Dish Soap
- Honest Company – Dish Soap (All Scents)
- Ivory Dish Soap (All Scents)
- Joy Dish Soap Lemon Scent
- Joy Ultra Concentrate Antibacterial Dish Soap Lemon Scent
- J.R. Watkins Dish Soap
- Kirkland Signature Environmentally Responsible Ultra Dish Soap
- Lysol Antibacterial Kitchen Cleaner (All Scents)
- Lysol Food Surface Sanitizer
- Mrs. Meyer's Clean Day Dish Soap (All Scents)
- Palmolive Ultra Antibacterial Dish Liquid
- Palmolive Ultra Concentrate Dish Soap
- Puracy Natural Dish Soap (All Scents)
- Seventh Generation Dish Soap (All Scents)
- Seventh Generation Natural Dish Soap (All Scents)
- Shaklee Get Clean Dish Wash

All Purpose or Multi-Purpose Cleaners

- 50% Water and 50% Vinegar Solution
- CitraSolv Natural Cleaner & Degreaser
- Clorox Anywhere (Hard Surfaces)
- Clorox Wipes Bleach Free Lemon Fresh
- De Vere C-Clear Glass Cleaner
- Denatured/Isopropyl (rubbing) alcohol
- Easy Off BAM Power Cleaner De-Greaser
- Ecover All Purpose Cleaner
- EcoPure EP67 Heavy Duty Industrial
- EcoPure EP64 Neutral pH Multi-Use Cleaner
- Fabuloso Professional Multi-Purpose Cleaner
- FILA Everyday Cleaner
- Formula 409 Stone & Steel Cleaner
- Glance Glass Cleaner
- Goo Gone
- Goof Off
- Homelife Ultra Concentrated Plus Bleach Alternative (All Scents)
- J.R. Watkins All Purpose Cleaner
- Lysol Disinfecting Wipes (All Scents)
- Lysol IC – Quaternary Disinfectant Cleaner
- Lysol Sanitizing Wipes
- Miracle Counter Kleen
- Mr. Clean Extra Power Soap Scum Blaster Bathroom Cleaner
- Mr. Clean Power Multi-Surfaces Wipes Disinfection Lemon Scent
- Mrs. Meyer's Clean Day Multi-Surface Everyday Cleaner
- Mrs. Meyer's Countertop Spray (All Scents)
- Pledge Multi Surface Cleaner
- Saniten N-313 All Purpose Cleaner
- Scrubbing Bubbles Antibacterial Bathroom Wipes
- Seaside Naturals – All Purpose Cleaner
- Seaside Naturals – Glass Cleaner
- Shaklee Get Clean Basic H2 Cleaning Concentrate
- Shaklee Get Clean Germ Off Disinfecting Wipes
- Simple Green All-Purpose Concentrate
- Simple Green D Pro 3 Cleaner
- Simple Green Extreme Clean Lemon Fresh
- Tough Guy Germicidal Cleaner
- Windex Multi-Surface Grease Cutter
- Wine Away - Red Wine Stain Remover
- Wine B' Gone - Wine Stain Remover

Please avoid selecting a variation of the product listed above, as most brands have multiple variations of product types; some variations may include chemicals or additives that could damage your Cambria.

Additional information

Frequent attention may be required from finger prints or other spills; Simple Green D Pro 3 and/or denatured/isopropyl (rubbing) alcohol work very well in this situation.

DO NOT use abrasive or strong alkaline or acid (high or low pH) cleaners. DO NOT use or expose Cambria to bleach, oven cleaners, Comet,® Soft Scrub,® S.O.S.,® products with pumice, batteries, paint removers, furniture strippers, tarnish or silver cleaners. DO NOT use abrasive or harsh scrub pads. DO NOT apply any sealers, penetrants, or topical treatments to Cambria under any circumstances. Such products will wear off and cause the gloss to appear dull or inconsistent.

We appreciate you being a Cambria customer and look forward to helping you in the future. If you have any additional questions, please visit CambriaUSA.com, or call 1-866-CAMBRIA (1-866-226-2742) toll-free to speak to one of our Cambria Customer Care Representatives.

Version 19M-0404

FAMILYOWNED AMERICANMADE

WORKING WITH

CAMBRIA

Compare the Options, Select the Best

	QUARTZ %	NONPOROUS	STAIN RESISTANT	MOHS SCALE (OUT OF 10)	DURABILITY	NSF FOOD PREP SAFE	DOES NOT REQUIRE SEALING	TRANSFERABLE FULL LIFETIME WARRANTY	COMPLIMENTARY IN-HOME SERVICE	COUNTRY OF ORIGIN
CAMBRIA	**93%**	✓	✓	**7**	✓	✓	✓	✓	✓	**USA**
GRANITE	40–60%			3–7	✓					Various
SOLID SURFACE	0%	✓	✓	2		✓	✓	Limited 10 Year		Various
MARBLE	10–15%			3–5						Various
PORCELAIN	20–25%	✓	✓	7			✓			Various
SOAPSTONE	<1%			1–4.5						Various
QUARTZITE	95%			7	✓					Various
COMPETITIVE QUARTZ	90–93%	✓	Varies	7	✓	Varies	✓	1–2 or 10–25 Years		Various
MINERAL SURFACES	<10%	✓		5–5.5	Varies	✓	✓	1–2 or 10–25 Years		Various

Frequently Asked Questions

WHAT IS CAMBRIA?

Cambria is a quartz countertop and surfacing product that consists of pure, natural quartz—one of the hardest and most common minerals on Earth—and pigments and binders. Cambria's unique manufacturing process results in a quartz product of uncommon elegance, style, and superior durability.

DO CAMBRIA QUARTZ SURFACES STAIN?

Cambria's nonporous and nonabsorbent surfaces are stain resistant and never need sealing. Their nonporous surface also greatly reduces the potential for bacterial growth.

IS CAMBRIA RESISTANT TO SURFACE DAMAGE?

Although all stone can be damaged by force and no stone is chip-proof, Cambria is durable, scratch resistant, and resistant to surface damage.

DOES CAMBRIA REQUIRE MAINTENANCE?

No, keeping with its care-free promise, Cambria requires no sealing, polishing, or reconditioning. Simply wipe with warm water, a soft cotton cloth, and mild soap, if desired.

WHAT KIND OF SERVICE DOES CAMBRIA PROVIDE?

Cambria offers exceptional service and a transferable Full Lifetime Warranty. Its US-based Customer Care team is available at 1-866-CAMBRIA (1-866-226-2742) to assist you and its expert technicians can provide complimentary in-home claim assistance including chip and scratch repair if needed.

FAMILYOWNED AMERICANMADE

Cabinet Care

Interiors. The interiors of the Marquis Cabinets are surfaced with a Maple grained print that resists most stains, scuffs, and mars.

Cleaning. Marquis hardwood exteriors have a high quality finish on the wood that brings out its full beauty. We recommend cleaning the interior and exterior of your cabinets once a month with a clean damp sponge or cloth. If a spill occurs, it is important to clean up the spill and dry the surface right away. A spill left unattended will soak through the Maple print and cause damage. We do not recommend using paper towels because of their abrasiveness. To remove food residue or grease, use clean suds with a mild soap and water mixture. Do not use cleaners that have any abrasive additive, bleach or ammonia. These cleaners will cause damage to your cabinet finish. Dishcloths used for other cleaning should never be used as they could contain remnants of harsh chemicals or grease. Following cleaning, wipe all excess moisture off the cabinet fronts and door backs.

Caution. The most common form of damage done to cabinetry during normal maintenance is over scrubbing of the finishes, especially the edge profiles. Excess moisture can damage any cabinet finish. Areas near the sink, dishwasher, range, oven and baseboards are the most susceptible. Keep these areas dry. Marquis cabinets have a high quality varnish finish and waxing is not necessary. Furniture polish may be used if waxing is preferred. Make sure to wipe off any excess polish to avoid build-up.

Color Variance. Colors of all products change as they age. Various wood species will react in different ways depending on their exposure to the sun as well as the environment they are located in. For instance Cherry darkens with age and becomes more red, while White, Pearl and Vanilla will have a tendency to acquire a slightly more amber coloring. Colored paints and clears may become slightly duller. We use high quality coatings and woods to diminish these reactions and proper care and conditions in the home will also be beneficial. If replacement parts or additional cabinetry is needed, more than a year after original purchase, a sample stain block from the original job should be sent in. It will NEVER be possible to perfectly match new cherry with old.

Furniture Finish. All finishes are glossier when freshly finished. The gloss level will tone down after approximately 6 months, depending on the environmental exposure.

Cabinet Door Backs. Door backs will not be finished to the same level of artistic detail as the front. They will have the same blending color and durability as the front of the door.

POLICY AND PROCEDURES

MARQUIS CABINETS, A DIVISION OF KOCH AND CO., INC. CABINET WARRANTY

LIMITED LIFETIME WARRANTY

Koch & Co., Inc. warrants to the original consumer purchaser, as long as they own their home, that the cabinet box, shelves, and drawer box will be free from defects in materials and workmanship under normal use. This warranty is not transferable. No representative of Koch & Co., Inc. has the authority to modify this warranty.

Warranty Limitations

This limited Lifetime Warranty does not apply to:

1. Products that are installed in cabinets that are not manufactured by Koch & Co., Inc. Example: Rev-A-Shelf items, Century, Blum, Omega/Broan and Stanisci ventilation accessories, etc.
2. Cabinetry installed outdoors.
3. Cabinets that have been improperly installed, cleaned, or maintained.
4. Cabinets not installed in the United States.
5. Defects caused by misuse, abuse, negligence, alterations, environmental conditions, improper installation, normal wear and tear, commercial use, or improper storage and handling.
6. Labor for replacement or removal of cabinets.
7. Classic and Imperial cabinets should not be mixed with Express cabinets in a project. Doing so will void any warranty on color issues.
8. Against expansion or contraction occurring as a result of humidity levels being too high or too low. We recommend 35% to 45% relative humidity levels in your home. This warranty will be void if cabinets are stored or installed in environments that do not have properly controlled humidity levels.
9. Damage claims on cabinets stored for longer than 90 days are subject to review by Koch management due to environmental exposure and additional handling issues. Some conditions could void this warranty.
10. Warp: Koch & Co., Inc. has an allowance of 3/16" on any door or drawer front under 24" wide x 45" tall. Any cabinet whose warpage exceeds 3/16" and can not be corrected by hinge adjustment will be replaced by Koch & Co., Inc. after it has been acclimated for 1 year. If doors are removed during installation pay close attention that they are reinstalled on the same cabinet.
11. Any door over 42" tall, made as one panel (per customer request) is excluded from this warranty.
12. Finish issues on unfinished cabinets.
13. Unfinished cabinets that are not finished within two weeks of delivery date.

Warranty Disclaimers

1. Wood characteristics that are inherently associated with a wood species. Each wood specie exhibits its own distinctive pattern and characteristics which adds to its natural beauty. Grain variances, mineral streaks, worm holes and knots are not considered defects.
   There is not a minimum or maximum amount of characteristics and variances are not considered defects.
2. Color variations. This warranty does not cover the natural aging and darkening of the wood color, nor does it apply to the inherent growth characteristics of the wood. As with other natural materials, wood is affected by environmental factors such as natural and artificial lighting. Darkening or mellowing of the wood can be expected and is a natural process of wood.
3. From time to time, we will change design, specifications, and materials, as conditions require and improvements are developed,but we have no obligation to incorporate such changes in products we previously manufactured.

Warranty Performance

Koch & Co., Inc. may elect to repair or replace any Marquis Cabinet product covered by our warranty. Should defects in material or workmanship exist during this warranty, Koch & Co., Inc. will elect at its discretion to either repair or replace the defective material or component, excluding labor costs. This warranty covers only parts and materials supplied by Koch & Co., Inc., and does not cover costs for removal or installation of counter tops, plumbing fixtures, appliances or related materials, or labor costs. Natural and environmental factors will affect cabinet products over time: therefore, Koch & Co., Inc. cannot be responsible for replacement products that may not exactly color-match installed product.

Some states do not allow exclusions or limitations of incidental or consequential damages, so the above limitations or exclusions may not apply. This warranty gives you specific legal rights, and you may also have other rights. This warranty is in lieu of all other warranties expressed or implied.

SUBJECT TO CHANGE WITHOUT NOTICE

MARQUIS CABINETS, A DIVISION OF KOCH AND CO., INC, CABINET WARRANTY

LIMITED 5 YEAR WARRANTY

Koch & Co., Inc. warrants to the original consumer purchaser that the cabinet box, shelves, and drawer box will be free from defects in materials and workmanship, under normal use, for five years. This warranty is not transferable. No representative of Koch and Co., Inc. has the authority to modify this warranty.

Warranty Limitations

This limited 5 year warranty does not cover:

1. Products that are installed in cabinets that are not manufactured by Koch & Co., Inc. Example: Rev-A-Shelf items, Blum, etc.
2. Cabinetry installed outdoors.
3. Cabinets that have been improperly installed, cleaned, or maintained.
4. Cabinets not installed in the United States.
5. Defects caused by misuse, abuse, negligence, alterations, environmental conditions, improper installation, normal wear and tear, commercial use, or improper storage and handling.
6. Labor for replacement or removal of cabinets.
7. Classic and Imperial cabinets should not be mixed with Express cabinets in a project. Doing so will void any warranty on color issues.
8. Against expansion or contraction occurring as a result of humidity levels being too high or too low. We recommend 35 to 45% relative humidity levels in your home. This warranty will be void if cabinets are stored or installed in environments that do not have properly controlled humidity levels.
9. Damage claims on cabinets stored for longer than 90 days are subject to review by Koch management due to environmental exposure and additional handling issues. Some conditions could void this warranty.
10. Warp: Koch & Co., Inc. has an allowance of 3/16" on any door or drawer front under 24" wide x 45" tall. Any cabinet whose warpage exceeds 3/16" and can not be corrected by hinge adjustment will be replaced by Koch & Co., Inc. after it has been acclimated for 1 year. If doors are removed during installation pay close attention that they are reinstalled on the same cabinet.
11. Finish issues on unfinished cabinets.
12. Unfinished cabinets that are not finished within two weeks of delivery date.

Warranty Disclaimers

1. Wood characteristics that are inherently associated with a wood species. Each wood specie exhibits its own distinctive pattern and characteristics which adds to its natural beauty. Grain variations, mineral streaks, worm holes, and knots are not considered defects. There is no minimum or maximum amount of characteristics, and variations are not considered defects.
2. Color variations. This warranty does not cover the natural aging and darkening of the wood color, nor does it apply to the inherent growth characteristics of the wood. As with other natural materials, wood is affected by environmental factors such as natural and artificial lighting. Darkening or mellowing of the wood can be expected and is a natural process of wood.
3. From time to time, we will change design, specifications, and materials, as conditions require a no obligation to incorporate such changes in products we previously manufactured.

Warranty Performance

Koch & Co., Inc. may elect to repair or replace any Koch Cabinet product covered by our warranty. Should defects in material or workmanship exist during this warranty, Koch & Co., Inc. will elect at its discretion to either repair or replace the defective material or component, excluding labor costs. This warranty covers only parts and materials supplied by Koch & Co., Inc., and does not cover costs for removal or installation of counter tops, plumbing fixtures, appliances or related materials, or labor costs. Natural and environmental factors will affect cabinet products over time: therefore, Koch & Co., Inc. cannot be responsible for replacement products that may not exactly color-match installed product.

Some states do not allow exclusions or limitations of incidental or consequential damages, so the above limitations or exclusions may not apply. This warranty gives you specific legal rights, and you may also have other rights.

The Express Series is designed to be a commodity cabinet line. This entry level series of our cabinets may have slight imperfections that will be visible. This is an acceptable characteristic of this economical line and will not be a reason for replacement.

This warranty is in lieu of all other warranties expressed or implied.

Midland Series

KOCH CABINETS, A DIVISION OF KOCH AND CO., INC., CABINET WARRANTY

LIMITED 5 YEAR WARRANTY

Koch & Co., Inc. warrants to the original consumer purchaser that the cabinet box, shelves, and drawer box will be free from defects in materials and workmanship, under normal use, for five years. This warranty is not transferable. No representative of Koch and Co., Inc. has the authority to modify this warranty.

Warranty Limitations

This limited 5 year warranty does not apply to:

1. Cabinetry installed outdoors.
2. Cabinets that have been improperly installed, cleaned, or maintained.
3. Cabinets not installed in the United States.
4. Defects caused by misuse, abuse, negligence, alterations, environmental conditions, improper installation, normal wear and tear, commercial use, or improper storage and handling.
5. Labor for replacement or removal of cabinets.
6. Midland cabinets should not be mixed with Classic, Imperial, or Express cabinets in a project. Doing so will void any warranty on color issues.
7. Against expansion or contraction occurring as a result of humidity levels being too high or too low. We recommend 35% to 45% relative humidity levels in your home. This warranty will be void if cabinets are stored or installed in environments that do not have properly controlled humidity levels.
8. Damage claims on cabinets stored for longer than 90 days are subject to review by Koch management due to environmental exposure and additional handling issues. Some conditions could void this warranty.
9. Warp: Koch & Co., Inc. has an allowance of 3/16" on any door or drawer front under 24" wide X 45" tall. Any cabinet whose warpage exceeds 3/16" and can not be corrected by hinge adjustment will be replaced by Koch & Co., Inc. after it has been acclimated for 1 year. If doors are removed during installation pay close attention that they are reinstalled on the same cabinet.
10. Finish issues on unfinished cabinets.
11. Unfinished cabinets that are not finished within two weeks of delivery date.

Warranty Disclaimers

1. Wood characteristics that are inherently associated with a wood species. Each wood specie exhibits its own distinctive pattern and characteristics which adds to its natural beauty.

2. Color variations. This warranty does not cover the natural aging and darkening of the wood color, nor does it apply to the inherent growth characteristics of the wood. As with other natural materials, wood is affected by environmental factors such as natural and artificial lighting. Darkening or mellowing of the wood can be expected and is a natural process of wood.

3. From time to time, we will change design, specifications, and materials, as conditions require and improvements are developed, but we have no obligation to incorporate such changes in products we previously manufactured.

Warranty Performance

Koch & Co., Inc. may elect to repair or replace any Koch Cabinet product covered by our warranty. Should defects in material or workmanship exist during this warranty, Koch & Co., Inc. will elect at its discretion to either repair or replace the defective material or component, excluding labor costs. This warranty covers only parts and materials supplied by Koch & Co., Inc., and does not cover costs for removal or installation of counter tops, plumbing fixtures, appliances or related materials, or labor costs. Natural and environmental factors will affect cabinet products over time: therefore, Koch & Co., Inc. cannot be responsible for replacement products that may not exactly color-match installed product.

Some states do not allow exclusions or limitations of incidental or consequential damages, so the above limitations or exclusions may not apply. This warranty gives you specific legal rights, and you may also have other rights.

The Midland Series is designed to be an entry level/stock cabinet line and may have slight imperfections that will be visible. This is an acceptable characteristic of this economical line and will not be a reason for replacement.

This warranty is in lieu of all other warranties expressed or implied.

SUBJECT TO CHANGE WITHOUT NOTICE

EDGE & STONE
COUNTERTOPS

2600 E HWY 30, SUITE
KEARNEY, NE 68847
PHONE: 308-237-5218
FAX: 308-237-2512

Warranty:

We, at Edge & Stone Countertops, are dedicated to providing exceptional workmanship. As part of our commitment to quality, we offer a 1 Year Workmanship Warranty from date of invoice.

Should any defect in our workmanship be detected during the 1-year warranty period due to improper fabrication and/or improper installation, please contact your designer or dealer as soon as the defect becomes evident. Your designer or dealer will initiate the warranty process with Edge & Stone Countertops.

Normal wear and tear, misuse, or damage caused by factors outside our control are not covered under this warranty.

Edge & Stone Countertops will repair or replace the improperly fabricated and/or installed material at no cost to the owner during the 1-year period.

Natural Stone Disclaimer:

Granite, Quartzite, and Marble slabs are all natural products, and as such, contain variations in color, veining and shading. Some stones will contain pits or fissures because of their geological formation. These are not flaw, but rather, your slab's unique characteristics and makeup. Samples of our slabs are used strictly as representation of the stone's colors but will not always be an exact match. Color variations occur depending on which stone quarries the material was cut from and can differ from shipment to shipment.

LENNOX

Innovation never felt so good.®

welcome comfort

ELITE® SERIES



XP14

High-efficiency heat pump



Enhanced comfort on extra-cold days

DualFuel

The XP14 can reach yet another level of comfort and energy-efficient performance when combined with a Lennox® gas furnace in one dual-fuel system. Your heat pump will provide cooling and warming on mild days, but on extremely cold days, the gas furnace takes over to maintain maximum comfort. Your dealer, using your location and other factors, will determine the temperature at which your system will switch from electric to gas. This helps ensure that your home is always comfortable—regardless of the weather outside.

A friendlier refrigerant

R-410A

The XP14's scroll compressor uses the **chlorine-free R-410A refrigerant**, which meets the U.S. EPA's most stringent environmental guidelines. Lennox was one of the first HVAC manufacturers to develop R-410A as an alternative to R-22 (freon).

Allergy relief on warm days

Humiditrol.

The XP14 is designed to work with the Humiditrol® whole-home dehumidification system.*** Patented Humiditrol technology helps reduce humid conditions in the home, lessening the potential for mold and mildew growth.

ENERGY STAR

The XP14 has earned the ENERGY STAR® label, which means it meets or exceeds guidelines set forth by the U.S. Environmental Protection Agency.

It Pays to live Smart

Choosing an ENERGY STAR® qualified product like the XP14 can improve your comfort, while also helping you save energy and money. For other ways to make your home more efficient, visit ItPaystoLiveSmart.com.

*Applies to residential applications only. See actual warranty certificate for details.
**Actual system efficiency may vary depending on the exact system match. Efficiencies are representative of a single AHRI matched combination.
***Must be accompanied by either a variable speed air handler or furnace and the ComfortSense® 7000 Series touchscreen thermostat.

The ideal solution inside and out.



The Elite® Series XP14 heat pump brings reliable comfort to your home environment, and then does even more, putting energy efficiency to work to help lower your utility bills. Featuring a precision-engineered scroll compressor, the XP14 performs quietly and efficiently on the hottest summer days, and provides ideal warmth when the weather turns colder. So every minute you spend inside with your family feels just right.

You'll welcome the savings that come with the XP14's energy-efficient design. And you'll appreciate the smooth, quiet operation made possible by its precision-balanced direct-drive fan and special compressor sound-dampening system.

Reliability you can count on, when it counts the most

The XP14 represents Lennox' ongoing commitment to deliver the highest possible level of dependability. Extensive lab testing ensures maximum performance and strict adherence to standards of excellence.

Peace of mind

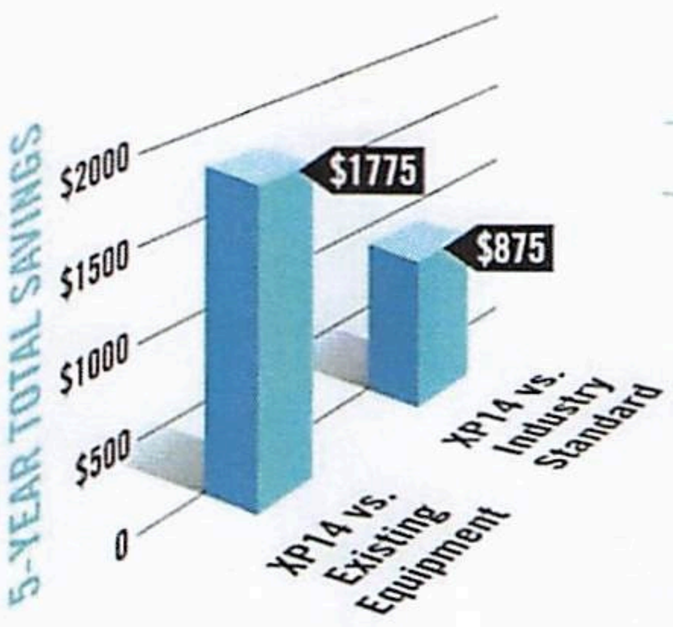
The XP14 is protected by a 10-year limited warranty on the compressor and a 10-year limited warranty* on all remaining covered components.

10 year limited warranty Compressor

10 year limited warranty with Product Registration

Money-saving energy efficiency

With **efficiency ratings up to 16.50 SEER and 9.50 HSPF****, the XP14 can **save you hundreds of dollars each year** on utility bills, compared to older or conventional units.



SEER stands for "Seasonal Energy Efficiency Ratio" and is a measure of the cooling efficiency of heat pumps. The higher the SEER, the greater your energy savings. Typical SEER ratings start at 13.00, but the XP14 carries ratings as high as 16.50. HSPF stands for "Heating Seasonal Performance Factor" and is a measure of the heating efficiency of heat pumps.

Savings chart compares the 5-year savings you can expect from a 16.00 SEER and 9.20 HSPF heat pump vs. existing equipment with a 10.00 SEER/6.80 HSPF and industry-standard equipment with a 13.00 SEER/7.70 HSPF rating. The regions used to calculate household fuel and utility costs reflect a cross-section of cities in the U.S. In addition to geography, cooling costs indicated are based on 3-ton capacity specifications for DOE heating region 4, with 800 cooling hours, 2,250 heating hours per year and 11.62 cents per kWh (Source: EIA National average electric rate – Rolling 12 months ending in July, 2009). Your actual costs may vary depending on the weather, local fuel rates, system settings and your personal lifestyle.

*Online equipment registration at www.lennoxregistration.com is required within 60 days of installation (except in California and Quebec) or Lennox' base warranty will apply. Applies to residential applications only. See actual warranty certificate for details.

Elite® Series XP14



Precision-Balanced Direct-Drive Fan – Delivers quiet operation.

High-Efficiency Outdoor Coil – Provides exceptional heat transfer and low air resistance for high-efficiency operation.

Precision-Engineered Scroll Compressor with Special Compressor Sound-Dampening System – Provides quiet, efficient and reliable operation even in the most demanding applications.

PermaGuard™ Cabinet – Heavy-gauge, galvanized steel construction, louver coil guard, baked-on powder finish and durable zinc-coated steel base provide long-lasting protection against rust and corrosion.

SmartHinge™ Louver Design – Allows quick, easy access to interior components from all sides, so the unit can be serviced in minimal time.



Drainage Holes – Prevent damaging moisture from collecting inside the basepan.

Elite® Series XP14 Specifications

Model	018	024	030	036	042	048	060
SEER	Up to 15.00	Up to 16.50	Up to 16.20	Up to 16.20	Up to 16.00	Up to 15.20	Up to 15.20
HSPF	Up to 8.20	Up to 9.00	Up to 9.00	Up to 9.20	Up to 9.50	Up to 9.20	Up to 9.00
Sound Rating-dB	71	71	71	71	71	73	73
Dim. HxWxD (in)	31 x 30-1/2 x 35	39 x 30-1/2 x 35	39 x 30-1/2 x 35	35 x 30-1/2 x 35	39 x 35-1/2 x 39-1/2	39 x 35-1/2 x 39-1/2	45 x 35-1/2 x 39-1/2
HxWxD (mm)	787 x 775 x 889	991 x 775 x 889	991 x 775 x 889	889 x 775 x 889	991 x 902 x 1003	991 x 902 x 1003	1143 x 902 x 1003

Note: Due to Lennox' ongoing commitment to quality, all specifications, ratings and dimensions are subject to change without notice.

Lennox is proud of the fact that these products have earned the Good Housekeeping Seal.

Proper sizing and installation of equipment is critical to achieve optimal performance. Split system air conditioners and heat pumps must be matched with appropriate coil components to meet ENERGY STAR® criteria. Ask your Lennox Dealer for details, or visit www.energystar.gov.

Intertek

LENNOX

Innovation never felt so good.®

For a complete list of the registered and common law trademarks owned by Lennox Industries Inc., please visit www.lennox.com.

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AIR HANDLERS

CBX25UH (-01)

MERIT® Series

R-410A - Upflow / Horizontal

PRODUCT SPECIFICATIONS

Bulletin No. 210610
March 2015
Supersedes November 2014



Nominal Capacity - 1.5 to 5 Tons
Optional Electric Heat - 2.5 to 20 kW

MODEL NUMBER IDENTIFICATION

CB X 25 UH - 030 - 230 - 01

Unit Type
CB = Air Handler

Refrigerant Type
X = R-410A

Series

Configuration
UH = Upflow/Horizontal

Nominal Cooling Capacity
018 = 1.5 tons
024 = 2 tons
030 = 2.5 tons
036 = 3 tons
042 = 3.5 tons
048 = 4 tons
060 = 5 tons

Voltage
230 = 208/230V-1 phase-60hz

Minor Revision Number

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WARRANTY

All covered components - Limited five years in residential applications, one year in non-residential applications.

Refer to Lennox Limited Warranty Certificate included with each unit for additional details.

APPLICATIONS

1.5 to 5 ton nominal sizes.

Upflow or horizontal applications. Downflow applications with optional conversion kit.

CBX25UH models are applicable to R-410A expansion valve systems in cooling applications and check and expansion valve systems in heat pump applications.

See bulletins in section Air Conditioners for cooling capacities.

See bulletins in section Heat Pump Outdoor Units for cooling and heating capacities.

Optional field installed electric heaters available in several sizes for additive heating capacity.

APPROVALS

Tested with matching air conditioners and heat pump units in the Lennox Research Laboratory environmental test room in accordance with AHRI Standard 210/240.

Optional electric heaters are rated in accordance with US Department of Energy (DOE) test procedures and Federal Trade Commission (FTC) labeling regulations.

Air handlers and components within are bonded for grounding to meet safety standards for servicing required by ETL, NEC and CEC.

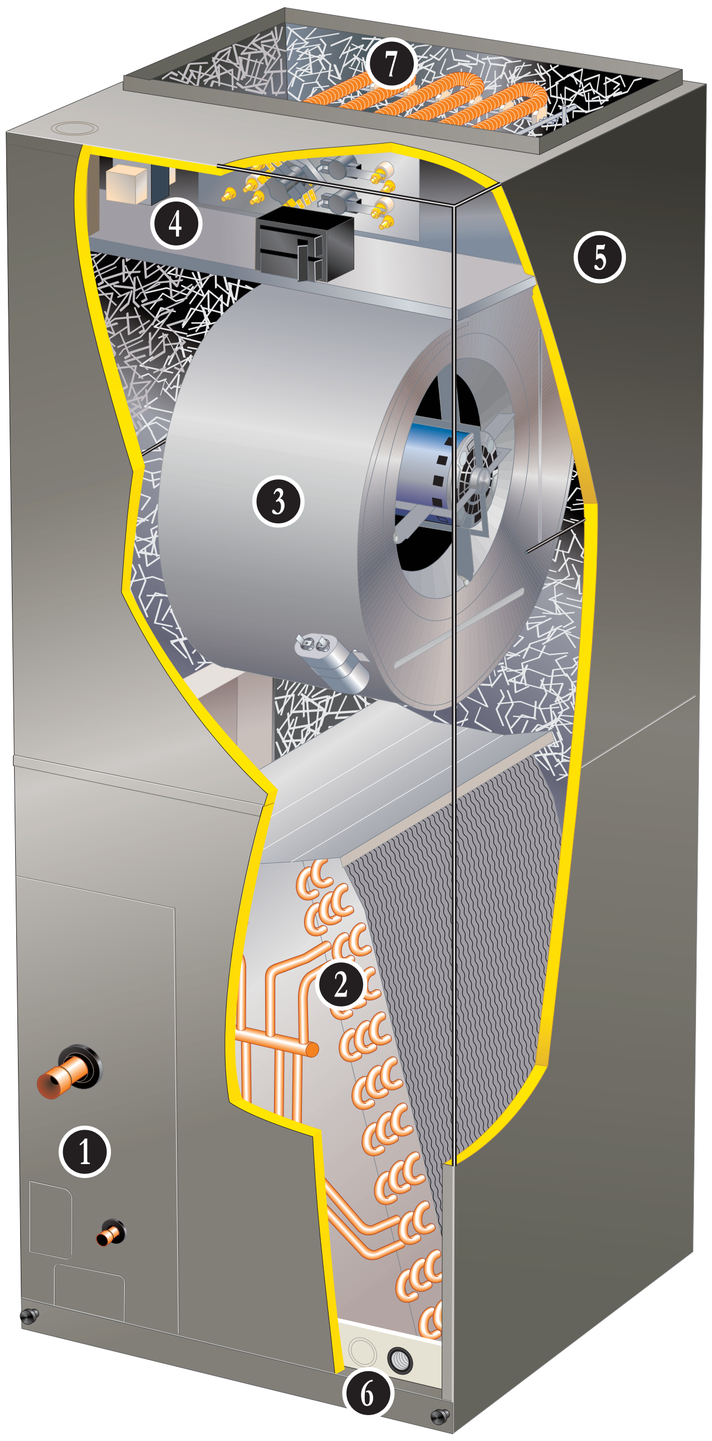
Units are ETL certified for the U.S. and Canada.

ISO 9001 Registered Manufacturing Quality System.

REFRIGERANT SYSTEM

1 Refrigerant Line Connections
Suction (vapor) and liquid lines have sweat connections that extended outside of the cabinet for ease of connection.

See dimension drawing for locations.



Check and Expansion Valve Furnished
CBX25UH models have non-chlorine, ozone friendly, R-410A valve.

Wide range valve.

Chatleff style fitting.

Factory installed on all models internal to cabinet.

2 Copper Tube/Enhanced Fin Evaporator Coil
Assembled in “A” configuration.

Provides extra large surface and contact area, excellent heat transfer and low air resistance for maximum efficiency.

Precise circuiting for uniform refrigerant distribution.

Precisely spaced ripple-edged aluminum fins fitted to durable seamless copper tubes.

Fins are strengthened to resist bending and are equipped with collars that grip tubing for maximum contact area.

Lanced fins provide maximum exposure of fin surface to air stream.

Long life copper tubing is easy to service.

Rifled tubing provides superior heat transfer.

Flared shoulder tubing joints and silver soldering provide tight, leakproof joints.

Coil thoroughly factory tested under high pressure to ensure leakproof construction.

LENNOX QUALITY CARE PROGRAM
EQUIPMENT LIMITED WARRANTY

APPLIES IN U.S.A. AND CANADA ONLY

FAILURE TO MAINTAIN YOUR EQUIPMENT WILL VOID THIS WARRANTY.

COVERED EQUIPMENT

The following Lennox heating and cooling equipment is covered by this Limited Warranty:

Gas Furnaces: ML180DF, ML180UH, ML193DF, ML193UH, ML195DF, ML195UH.

Unit/Duct Heaters: LF24 and TUA (30,000 to 75,000 btuh units).

Electric Heat Sections: ECB25, ECB26.

Condensing Units: 13ACX, 14ACX.

Heat Pump - Outdoor Units: 13HPX, 14HPX.

Coil: CR33.

Air Handlers: CBX25UH, CBX25UHV.

Accessories: SunSource™ solar subpanel (when installed in Merit Series® units).

FIVE (5) YEAR COVERAGE – RESIDENTIAL APPLICATIONS

The covered equipment and covered components are warranted by Lennox for a period of five (5) years from the *date of the original unit installation*, when installed in a "Residential Application." (A Residential Application is a single-family dwelling which includes homes, duplexes, apartments and condominiums.) If, during this period, a covered component fails because of a manufacturing defect, Lennox will provide a free replacement component to the owner through a Lennox dealer or other licensed service contractor. The owner must pay shipping charges and all other costs of warranty service.

ONE (1) YEAR COVERAGE – NON-RESIDENTIAL APPLICATIONS

Covered equipment and covered components are warranted by Lennox for a period of one (1) year from the *date of the original unit installation* when installed in a "Non-Residential Application." (Non-Residential Applications include all properties which were not defined as Residential Applications in the definition above.) If, during this period, a covered component fails because of a manufacturing defect, Lennox will provide a free replacement component to the owner through a Lennox dealer or other licensed service contractor. The owner must pay shipping charges and all other costs of warranty service.

EXTENDED COVERAGE

This Lennox limited warranty provides extended coverage on the components outlined below. The extended warranty coverage begins with the *date of the original unit installation* and represents the total warranty period for the specific component.

Heat Exchangers:	ML180DF, ML180UH, ML193DF, ML193UH, ML195DF, ML195UH – Twenty (20) years – Residential Applications. ML180DF, ML180UH, ML193DF, ML193UH, ML195DF, ML195UH – Ten (10) years – Non-Residential Applications. LF24, TUA (Aluminized – All applications) – Ten (10) years. LF24, TUA (Stainless – All applications) – Fifteen (15) years.
Compressors:	13ACX, 14ACX, 13HPX, 14HPX Units installed in Non-Residential Applications – Five (5) years.
Coils:	CR33 coils matched with Dave Lennox Signature® Collection air conditioners or heat pumps – Ten (10) years.

NOTE - If the date of original installation cannot be verified, the warranty period will be deemed to begin six (6) months after the date of manufacture.

COMPONENT AVAILABILITY

In the event that a component covered by this warranty is no longer available, Lennox will, at its option, provide a free suitable substitute component or allow the owner to purchase an equivalent new Lennox unit at a reduced price of 20 percent of the Lennox list price in effect on the date of the failure. Replacement equipment must be purchased and installed by an independent Lennox dealer listed at www.lennox.com. The owner must pay shipping charges and all other costs of warranty service.

EXCLUDED COMPONENTS

The following components are not covered by this warranty: cabinets, cabinet pieces, air filters, driers, refrigerant, refrigerant line sets, wiring, fuses and unit accessories.

REPAIRS

All repairs of covered components must be made with authorized service parts by a licensed professional HVAC service contractor (or equivalent).

CARE OF EQUIPMENT

This new Lennox unit must be properly installed, operated and maintained by a licensed professional HVAC installer (or equivalent) or service agency in accordance with the unit installation, operation and maintenance instructions provided with each Lennox unit. Failure to provide maintenance per Lennox instructions will void this warranty. The owner may be asked to provide written documentation of annual and other periodic preventive maintenance. This warranty similarly does not apply to, nor is any warranty offered by Lennox for, any unit ordered over the Internet, by telephone, or other electronic means unless the dealer selling the unit over the Internet, by telephone or other electronic means is also the installing contractor for the unit.

WARRANTY PROCEDURE

When warranty parts are required:

1 - Be prepared to furnish the following information:

- a - Complete model and serial number.
- b - Proof of required periodic maintenance, installation date and location.
- c - An accurate description of the problem.

2 - Call a local Lennox dealer or contractor.

3 - If the installing dealer is unable to provide warranty parts, check the yellow pages for another Lennox dealer in the area. Refer to the Lennox Industries Inc. website at www.lennox.com to locate a dealer in the area, or contact:

Lennox Industries, Inc.
P.O. Box 799900
Dallas, TX 75379-9900
1-800-9LENNOX (1-800-953-6669)

WARRANTY LIMITATIONS

1 - Lennox will not pay labor involved in diagnostic calls, or in removing, repairing, servicing, or replacing parts. Such costs may be covered by a separate warranty provided by the installing contractor.

2 - This warranty is void if the covered equipment is removed from the original installation site.

3 - This warranty does not cover damage or defect resulting from:

- a - Flood, wind, fire, lightning, mold, or installation and operation in a corrosive atmosphere, or otherwise in contact with corrosive materials (including chlorine, fluorine, salt, recycled waste water, urine, fertilizers, or other damaging substances or chemicals).
- b - Accident, or neglect or unreasonable use or operation of the equipment, including operation of electrical equipment at voltages other than the range specified on the unit nameplate (includes damages caused by brownouts).
- c - Modification, change or alteration of the equipment, except as directed in writing by Lennox.
- d - Operation with system components (indoor unit, outdoor unit and refrigerant control devices) which do not match or meet the specifications recommended by Lennox.
- e - Operation of furnace with continuous return air temperature of less than 60°F (or 55°F when furnace is operated overnight in setback mode).
- f - Operation of a furnace that is field-installed downstream from a cooling coil.
- g - Operation of a system containing R410A refrigerant without the required filter drier. All systems containing R410A refrigerant must include a filter drier. The filter drier must be replaced when compressor replacement is necessary.
- h - Use of contaminated or alternate refrigerant.

The installation of replacement parts under the terms of this warranty does not extend the original warranty period.

Lennox makes no express warranties other than the warranty specified above. All implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, are excluded to the extent legally permissible. Should such exclusion or limitation of the warranty be unenforceable, such implied warranties are in any event limited to a period of one (1) year. Liability for incidental and consequential damages is excluded. Some states do not allow limitations on the duration of an implied warranty or the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions may not apply to the owner.

Lennox will not pay electricity or fuel costs, or increases in electricity or fuel costs, for any reason whatsoever, including additional or unusual use of supplemental electric heat. This warranty does not cover lodging expenses.

Lennox shall not be liable for any default or delay in performance under this warranty caused by any contingency beyond its control.

This warranty gives the owner specific legal rights, and the owner may also have other rights which vary from state to state.

NOTE TO CUSTOMER

Please complete information below and retain this warranty for your records and future reference.

Unit Model Number:_____
Serial Number:_____ Date:_____
Installing Contractor:_____ Phone:_____

LENNOX

P.O. Box 799900, Dallas, TX 75379-9900

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FORM W-921-L11 – 3/1/2013
Supersedes 8/1/2012

W-921-L11

529 Rollins Industrial Blvd Ringold, GA 30736
HAPPYFEETINTERNATIONAL.COM
info@happyfeetint.com
P: 706.937.2500
F: 706.937.2580

Warranty Information

Limited Residential | LimitedLight Commercial | Limited Commercial
Warranty for Luxury Vinyl Tile

Happy Feet International warrants LVP floor products to be free from manufacturing defects for a specified length of time from the date of purchase as set forth below. If a defect covered by this warranty is reported to Happy Feet International in writing within the specified length of warranty life from time of purchase, Happy Feet International will furnish comparable luxury vinyl tile flooring of similar color, pattern, and quality, for either the repair of the defective area or the replacement of the floor, at our option. If your floor was professionally installed, Happy Feet International will also pay reasonable labor costs for the direct repairs or replacement.

What is Covered?

This warranty covers manufacturing defects when the flooring is subject to normal residential use provided the flooring covered by this warranty is installed and maintained in accordance with Happy Feet International's Installation Guidelines, and Care & Maintenance Guidelines located at HappyFeetInternational.com.

What is Not Covered?

- Damage caused by fire, flooding, intentional abuse, or moisture intrusion caused by emissions from the subfloor.
- Indentations or damage caused by improper rolling loads, chairs, appliances, or other furniture not using proper floor protectors.
- Changes in color or sheen appearance when exposed to a natural light source.
- Exterior application.
- Damage caused by vacuum cleaner beater bar, caster wheels, cutting from sharp objects.
- Loss of gloss/scratching.
- Minor color, shade or texture variations between samples or printed color photography and the actual material.
- Floors that are installed in other than owner-occupied or tenant-occupied residences (Except products that are noted as warranted light commercial/commercial).
- Installation-related errors and/or damage including improper conditioning of job-site and flooring materials.
- Construction damage after installation.
- Floors discolored from moisture or underlayment panels.
- Floors damaged by harsh cleaning products (Please refer to our care & maintenance guidelines for appropriate cleaning practices).

Warranty Exclusions

- None of our installers, retailers, distributors or employees has authority to alter the obligations, limitations, disclaimers or exclusions under any of our warranties.
- We exclude and will not be liable for or pay incidental, consequential or special damages under our warranties. By this we mean any loss, expense, or damage other than to the flooring itself that may result from a defect in the flooring. Our limited warranties constitute the only express warranties for the product purchased.
- To the extent permitted by law and for all non-consumer product, all warranties other than our limited warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, are disclaimed. If any implied warranty arises under state law, any and all implied warranties (including any warranty of merchantability and fitness for a particular purpose) are limited in duration to the duration of this written warranty, to the extent allowed by law.
- Some jurisdictions do not allow exclusion or limitations of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you.
- These warranties give you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.
- This limited product warranty does not cover the installation of the product, even though Happy Feet International will pay reasonable labor costs for covered repair or replacement if your floor was professionally installed and the floor product fails for reasons other than installation error. Installation errors are the responsibility of the installer. While installations not performed according to our requirements do not void the product warranty, damage or problems with the flooring related to improper installation are not covered.

Warranty Owner

This warranty applies only to Professionally Installed or Do-It-Yourself (DIY) installations by a homeowner for his or her own residential end use/light commercial use when applicable. This warranty extends only to the original end user and is not transferable.

The flooring receipt, all moisture/relative humidity testing documentation (if applicable), and the professional installers receipt will be required to file a claim. If one should arise, please contact the original purchaser to complete a claim form. In the event that you have a flooring concern Happy Feet International will cover the cost of hiring an independent inspector, but if the inspection report comes back deemed that it is an installation error or onsite issue, the inspection fee will be charged back to the dealer/distributor/homeowner.

Please evaluate each job separately. Below is a partial list intended to be used as a guide for selecting Light Commercial/Commercial applications. Light Commercial implies light foot traffic, while Commercial implies high foot traffic. Glue down applications are required for areas used with "rolling loads" (wheelchairs, hospital beds, carts, racks, tables, etc.). If there is a question as to the type of use that is considered "Light Commercial," or "Commercial," please contact your Happy Feet International representative prior to purchase and installation.

- Multifamily
- Art Gallery
- Office Space
- Corridor
- Beauty Salons
- Hospitality
- Health Care
- Retail
- Boutique
- Lobby
- Bank
- Education
- Guest Rooms
- Dormitory

Warranty by Product Line

ARRIVAL 10
Lifetime Limited Residential Warranty
Limited Commercial Warranty
- (Contact Rep for Details)

BLOCKBUSTER+
15 Year Residential Warranty
Limited Commercial Warranty
- (Contact Rep for Details)

BUILT-RITE II
Lifetime Limited Residential Warranty
10 Year Limited Commercial Warranty

DYNAMITE PLUS
25 Year Residential Warranty
Limited Commercial Warranty
- (Contact Rep for Details)

FREEDOM
25 Year Residential Warranty

IMPACT USA
15 Year Limited Residential Warranty
Limited Light Commercial Warranty
- (Contact Rep for Details)

IRONMAN
Lifetime Limited Residential Warranty
20 Year Commercial Warranty

LIBERTY BOUND
25 Year Residential Warranty
Limited Commercial Warranty
- (Contact Rep for Details)

MALIBU II
Lifetime Limited Residential Warranty
20 Year Commercial Warranty

MANHATTAN II
Lifetime Limited Residential Warranty
20 Year Commercial Warranty

MUSTANG
15 Year Residential Warranty
Limited Commercial Warranty
- (Contact Rep for Details)

PERSEVERANCE
Lifetime Limited Residential Warranty
Limited Commercial Warranty
- (Contact Rep for Details)

PINNACLE
Lifetime Limited Residential Warranty

QUARRY TILE
Lifetime Limited Residential Warranty
20 Year Commercial Warranty
- (Contact Rep for Details)

QUICK FIT
Lifetime Limited Residential Warranty
20 Year Commercial Warranty

RESCUE
Lifetime Limited Residential Warranty
10 Year Limited Commercial Warranty

STONE ELEGANCE II
25 Year Residential Warranty
Limited Commercial Warranty
- (Contact Rep for Details)

TENACIOUS
10 Year Residential Warranty
3 Year Commercial Warranty

THRIVE
15 Year Residential Warranty
Limited Commercial Warranty
- (Contact Rep for Details)

TITAN
25 Year Residential Warranty
15 Year Commercial Warranty

URBAN DESIGN CLICK
15 Year Residential Warranty
Limited Commercial Warranty
- (Contact Rep for Details)

URBAN DESIGN LL
25 Year Residential Warranty
15 Year Commercial Warranty

URBAN DESIGN 12
15 Year Residential Warranty
5 Year Commercial Warranty

URBAN DESIGN 20
20 Year Residential Warranty
10 Year Commercial Warranty

MOHAWK

CARPET WARRANTY BROCHURE



We're proud of the many products we create with nearly 20,000 American craftsmen who make sure your carpets are beautiful, durable, comfortable, and sustainable.

Mohawk offers an extensive variety of today's finest floor coverings. Ask your retailer about other expertly crafted Mohawk products specially designed to complement your home's interior and your personal decorative style.

At Mohawk, our brand is our reputation. We stand behind every product we make. Thank you for your trust in us, and we hope you enjoy your new Mohawk flooring.

Mohawk provides the limited warranties contained in this brochure and warrants against defects in materials and/or workmanship specific to the scope set forth more specifically in this carpet warranty brochure. These warranties are limited in nature and, as such, are subject to exceptions, limitations, and time periods as contained herein. In some cases, these time periods may include proration of valid claim amounts. The specific warranties applicable are indicated on the sample(s) provided by your authorized Mohawk carpet retailer at the time of purchase. This carpet warranty brochure is a legal document and sets out the sole obligations of Mohawk. No person, party, or entity is authorized to modify or extend these limited warranties without express permission of Mohawk.

Please save a copy of this warranty brochure with these other important documents regarding your carpet:

- Original invoice
- Copy of sample label (from retailer)
- Cleaning receipts

Retaining these documents ensures that, in the unlikely event of a claim, you'll have all the necessary paperwork handy. Mohawk also recommends keeping a 2' x 3' piece of carpet from your installation for your warranty and in case you ever need to make a repair.

If you have any questions regarding your product warranty, visit our website at MohawkFlooring.com/customer-care. Additionally, you may contact Technical Services at product_tech@mohawkind.com or 888-387-9881.

All warranty information in this brochure is effective July 2024.

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26-OUNCE-AND-UP MOHAWK WARRANTY CHART*

		SmartStrand FOREVER CLEAN / SmartStrand Silk FOREVER CLEAN (includes SmartStrand Ultra and Silk Reserve)	PET Premier UNLEASH THE DIFFERENCE / ultraSTRAND+ BUILT FOR BEAUTY & DURABILITY	ultraSTRAND BUILT FOR BEAUTY & DURABILITY (includes all Wear-Dated nylon)	everSTRAND Soft Appeal / everSTRAND	air.o
CARE	**General Stain**	Lifetime	Lifetime	Lifetime	Lifetime	Lifetime
	Household Pet	Lifetime All Pet	Lifetime All Pet	Lifetime Pet Urine Stain	Lifetime Pet Urine Stain	Lifetime Pet Urine Stain
	Soil	Lifetime	Lifetime	Lifetime	Lifetime	Lifetime
QUALITY	**Abrasive Wear**	Lifetime	25-year	25-year	25-year	15-year
	Texture Retention	Lifetime	25-year	25-year	25-year	15-year
	Fade Resistence	Lifetime	25-year	25-year	25-year	15-year
	Manufacturing Defects	Lifetime	Lifetime	Limited Lifetime	Limited Lifetime	15-year
	Anti-Static	Lifetime	Lifetime	Lifetime	Lifetime	Lifetime
	Coverage	Material, Labor & Stairs	Material, Labor, Stairs With Premium Cushion	Material, Labor, Stairs With Premium Cushion	Material, Labor, Stairs With Premium Cushion	Material, Labor
	Additional Features	Non-Prorated, Transferable, *30-Day Satisfaction Assurance Guarantee (applies only to retail purchases; labor excluded)	Non-Prorated, Transferable, *30-Day Satisfaction Assurance Guarantee (applies only to retail purchases; labor excluded)	Non-Prorated, Transferable, *30-Day Satisfaction Assurance Guarantee (applies only to retail purchases; labor excluded)	Non-Prorated, Transferable, *30-Day Satisfaction Assurance Guarantee (applies only to retail purchases; labor excluded)	Lifetime Lay Flat Warranty, *30-Day Satisfaction Assurance Guarantee (applies only to retail purchase; labor excluded)

SmartCushion	Enhance your warranty when you purchase SmartCushion with Mohawk carpet.	+20 years abrasive wear including stairs	Transferable

*This chart only provides an overview of warranties. Please refer to actual warranties on pages 3–9 for complete details on specific coverages.

Note: Not all product lines are available at all retail outlets – refer to your purchase receipt for covered items.



25-OUNCE-AND-BELOW MOHAWK WARANTY CHART*

		SmartStrand FOREVER CLEAN	everSTRAND
CARE	**General Stain**	Lifetime	Lifetime
	Household Pet	Lifetime All Pet	Lifetime Pet Urine Stain
	Soil	Lifetime	5-year
QUALITY	**Abrasive Wear**	15-year	5-year
	Texture Retention	N/A	N/A
	Fade Resistance	15-year	Lifetime
	Manufacturing Defects	15-year	5-year
	Anti-Static	Lifetime	Lifetime
	Transferable	N/A	N/A

Notes

*This chart only provides an overview of warranties. Please refer to actual warranties on pages 3–9 for complete details on specific coverages.

Not all product lines are available at all retail outlets – refer to your purchase receipt for covered items.

All warranties prorated.

25 oz includes entry-level patterns.

No warranties offered whatsoever for Properties/Multifamily.

Professional cleaning receipts required.

No stair warranty.



MOHAWK GENERAL WARRANTY CONDITIONS AND HOMEOWNER OBLIGATIONS

To maintain and protect your coverage under the terms of these warranties, you must:

1. **Know which warranties apply to your particular carpet.** Warranties are stated on the back of samples in the store at the time of purchase. It is your responsibility to know which warranties apply to your carpet.
2. **Keep proof of your purchase** in the form of a bill, invoice, or statement from your Mohawk retailer that shows the price you paid for the carpet (excluding labor).
3. **Have your carpet installed by a professional installer.** Proper installation is as important as the original quality and durability of the carpet. An improperly installed carpet will not look good nor wear well and may cause delamination, buckling, wrinkling, and loss of tufts in the seam areas.

   Before a new carpet is installed, Mohawk recommends that it condition overnight, preferably unrolled, in an area with a temperature not less than 65°F. This allows the backing to become more pliable and easier to install. It also allows the "new carpet smell" to dissipate. (The binder used to lock the tufts in place may produce a smell sometimes referred to as "new carpet smell." Studies show that 90% to 95% of the "new carpet smell" dissipates within 24 to 72 hours.) Independent and industry testing has found no harmful emissions from carpets.

   Depending on your room dimensions, a seam may be required during carpet installation. If at all possible, the seam should run perpendicular to windows in order to minimize light reflection off the seam. Seams do show, and some constructions show more than others. THERE ARE NO INVISIBLE SEAMS.
4. **Install your carpet with a cushion meeting specifications for the warranted Mohawk carpet.** The cushion under your carpet is one of the carpet's most important components. It is the base that helps the carpet retain its texture and appearance. A cushion that is too soft can adversely affect the performance of the carpet. A cushion that is too thick interferes with the anchoring of the carpet.

   To meet warranty requirements, carpet must be correctly installed in a proper indoor setting with a cushion meeting minimum requirements.

MINIMUM WARRANTY REQUIREMENTS FOR CUSHION
Cushion must meet FHA/HUD requirements and have a minimum density of five (5) pounds per cubic foot; thickness should be a minimum of 3/8 inch and maximum of 1/2 inch. See ReCover Backing Cushion requirements on page 9.

Mohawk's ComfortCushion collection meets or exceeds all minimum cushion requirements. For the ultimate in comfort, performance, and protection, Mohawk recommends SmartCushion™.

For berber-style carpets, Mohawk recommends a minimum density of eight (8) pounds per cubic foot; thickness should be no less than 1/4 inch and no more than 3/8 inch. Mohawk's Synthetic Fiber Cushions meet all the necessary requirements for proper installation and performance. For the ultimate in comfort, performance, and protection, Mohawk recommends SmartCushion thin.

5. **Maintain your carpet according to Mohawk requirements** in the Carpet Care and Guidelines section of this brochure, including a minimum of one (1) professional cleaning every 18 months. You must show proof of cleanings in the form of a bill, invoice, or statement for cleaning services. Along with these documents, Mohawk recommends keeping a 2' x 3' piece of carpet from your installation for your warranty and in case you ever need to make a repair.

If you have any questions regarding your product warranty, you may visit our website at **www.mohawkflooring.com/customer-care.** Additionally, you may contact **Technical Services at 888-387-9881** or **product_tech@mohawkind.com.**

MOHAWK WARRANTY DETAILS

Subject to the Mohawk General Warranty Conditions and Homeowner Obligations, the Carpet Warranty and Carpet Characteristic Exclusions, and the disclaimer and limited liability set forth in this brochure, Mohawk provides the following specific warranties:

Mohawk Limited Lifetime Triexta Stain Resistance Warranty

For all SmartStrand® Forever Clean products

Mohawk warrants that the surface pile of this carpet will resist stains from any food and beverage (including mustard, hot coffee, and herbal teas); bleach, provided that bleach spills are accidental and bleach is not used as a cleaning agent, which will void the warranty; benzoyl peroxide (a common ingredient in acne medications); and other water-soluble, non-wax or non-oil based, stains for the life of the carpet from the original date of installation. Mohawk further warrants that if above-mentioned stains are saturated and result in wicking, these stains will release with additional recleaning for the life of the carpet from the original date of installation. (Wicking is defined as a reappearance of previously cleaned stains due to liquid remaining in carpet backing or padding.) If permanent staining should occur that cannot be removed using recommended methods by a certified carpet-care professional, Mohawk will handle such claims as stated in the Mohawk's Limited Liability section of this warranty brochure.

What Is Not Covered

In addition to the warranty exclusions listed in the Carpet Warranty and Carpet Characteristic Exclusions section of this brochure, also specifically excluded from this warranty are damage or stains caused by acids, oil-based, or wax based substances, including but not limited to tar, shoe polish, paints, lipstick or mascara. This warranty applies to carpet manufactured using SmartStrand® Triexta fibers only and does not apply to any other fibers.

Mohawk Limited Lifetime Nylon and PET Polyester Stain Resistance Warranty

For all UltraStrand®, EverStrand®, PETPremier™, and Air.0™ products

Mohawk warrants that the surface pile of this carpet will resist stains by most household foods and beverages for the life of the carpet from the original date of installation. If permanent staining should occur that cannot be removed using recommended methods by a certified carpet-care professional, Mohawk will handle such claims as stated in the Mohawk's Limited Liability section of this warranty booklet.

What Is Not Covered

In addition to the warranty exclusions listed in the Carpet Warranty and Carpet Characteristic Exclusions section of this brochure, also specifically excluded from this warranty are damage or residual stains caused by non-food and non-beverage substances, in addition to foods and beverages that contain strongly colored natural disperse dyes as found, for example, in mustard, coffee, herbal tea, red wine, and hot beverages, as well as substances which destroy or change the color of carpets, such as bleaches, acne medications, drain cleaners, plant food, vomit, urine other than pet (domestic dog or cat) urine, and feces. This warranty applies only to carpet manufactured with the specific above-mentioned fibers and not to any other product.

Mohawk Limited Lifetime All Pet Stain Warranty

For SmartStrand® Forever Clean, PETPremier™, and UltraStrand XTRA products

Mohawk warrants that the surface pile of this carpet will resist stains (including vomit, urine, or feces) from all domestic pets for the life of the carpet from the original date of installation. If above-mentioned stains are saturated and result in wicking, these stains will release with additional recleaning for the life of the carpet from the original date of installation. (Wicking is defined as a reappearance of previously cleaned stains due to liquid remaining in carpet backing or padding and will likely require repeated removal attempts to eliminate the source of the wicking – See Mohawk stain removal recommendations in our carpet maintenance guide.) If permanent staining should occur that cannot be removed using recommended methods by a certified carpet-care professional, Mohawk will handle such claims as stated in the Mohawk's Limited Liability section of this booklet.

What Is Not Covered

Specifically excluded from this warranty is damage or stains caused by any vomit, urine, or feces from any source other than domestic pets. This warranty applies only to carpet manufactured with the specific above-mentioned fibers and not to any other product.

Pet urine can erode and destroy carpet backing, resulting in carpet delamination which is not covered under this warranty. This warranty applies to stains only and does not cover odors.

Mohawk Limited Lifetime Pet Urine Stain Resistance Warranty

For UltraStrand®, EverStrand®, and Air.0™ products

Mohawk warrants that the surface pile of this carpet will resist stains from pet (domestic dog or cat) urine for the life of the carpet from the original date of installation. If above-mentioned stains are saturated and result in wicking, these stains will release with additional recleaning. (Wicking is defined as a reappearance of previously cleaned stains due to liquid remaining in carpet backing or padding and will likely require repeated removal attempts to eliminate the source of the wicking – See Mohawk stain removal recommendations in our carpet maintenance guide.) If permanent staining should occur that cannot be removed using recommended methods by a certified carpet-care professional, Mohawk will handle such claims as stated in the "Mohawk's Limited Liability" section of this warranty brochure.

What Is Not Covered

In addition to the warranty exclusions listed in the Carpet Warranty and Carpet Characteristic Exclusions section of this brochure, also specifically excluded from this warranty is damage or stains caused by any vomit or feces, or any urine other than pet (domestic dog and cat) urine. Pet urine can erode and destroy carpet backing, resulting in carpet delamination which is not covered under this warranty. This warranty applies to above-mentioned urine stains only and does not cover odors. This warranty applies only to carpet manufactured with the specific above-mentioned carpet fibers and not to any other product.

Mohawk Limited Lifetime Soil Resistance Warranty

For all SmartStrand® Forever Clean, UltraStrand®, EverStrand®, PETPremier™, and Air.0 products

Mohawk warrants that this carpet will not have a noticeable color change due to deposits of dry soil resulting from normal, indoor household foot traffic for the life of the carpet from the original date of installation. "Noticeable color change" is defined as a rating of less than 3 using standardized rating scales (Gray Scale American Association of Textile Chemists and Colorists Evaluation Procedure 1 or equivalent in the U.S.). If permanent noticeable color change should occur that cannot be removed using recommended methods by a certified carpet-care professional, Mohawk will handle such claims as stated in the Mohawk's Limited Liability section of this warranty booklet.

What Is Not Covered

In addition to the warranty exclusions listed in the Carpet Warranty and Carpet Characteristic Exclusions section of this brochure, also specifically excluded from this warranty are damage or color changes caused by grease, mud, asphalt, tar, paint, ink, rust, blood,

cement, urine, feces, or vomit; or from materials that permanently destroy dyes or alter colors (such as bleaches, acne medications, drain cleaners and plant food); or changes in appearance or color due to burns, pets, tears, cuts, pulls, shading or pile reversal, fading, furniture depressions, or athletic equipment. This warranty applies only to carpet manufactured with the specific above-mentioned fibers and not to any other product.

Mohawk Limited Abrasive Wear Warranty

For all SmartStrand® Forever Clean, UltraStrand®, EverStrand®, PETPremier™, and Air.0™products

Mohawk warrants that the surface pile of this carpet will not sustain more than 10% abrasive wear for a period of time specified in each fiber chart (in the Mohawk Warranty Chart section of this brochure) from the original date of installation. "Abrasive wear" means fiber-loss from the carpet through normal abrasion, not from crushing or flattening of the carpet pile in any area, or from staining, soiling, fading, or other changes in carpet appearance. If, within the warranted period, the pile weight of the carpet, when compared to non-traffic areas, loses more than 10% of its weight, Mohawk will handle such claims as stated in the Mohawk's Limited Liability section of this warranty brochure.

What Is Not Covered

In addition to the warranty exclusions listed in the Carpet Warranty and Carpet Characteristic Exclusions section of this brochure, also specifically excluded from this warranty is damage caused by tears, pulls, pilling, burns, furniture, wheel traffic, or athletic equipment.

Mohawk Limited Texture Retention Warranty

For all SmartStrand® Forever Clean, UltraStrand®, EverStrand®, PETPremier™, and Air.0™ products

Mohawk warrants that this carpet will maintain its texture retention, not showing excessive pile crushing or matting from ordinary foot traffic as a result of the tufts losing twist, for a period of time specified in each fiber chart (in the Mohawk Warranty Chart section of this brochure) from the original date of installation. "Texture retention" is the ability of the carpet tufts to retain their visible shape, as measured by the degree of bursting, opening, or untwisting of the tufts at the surface of the carpet. Texture retention is measured against standardized rating scales ranging from 5.0 (new or no change) to 1.0 (severe change), ISO Standard 9405-1990. To perform as warranted, this carpet must retain a texture rating of at least 2.5 under warranted conditions. If, within the warranty period, a texture rating of less than 2.5 occurs under warranted conditions, Mohawk will handle such claims as stated in the Mohawk's Limited Liability section of this warranty brochure.

What Is Not Covered

The items listed in the Carpet Warranty and Carpet Characteristic Exclusions section of this brochure are excluded from this warranty.

Mohawk LayFlat™ Lifetime Limited Dimensional Stability Warranty

For all Air.0™ products

Mohawk warrants that all Air.O products installed in accordance with Mohawk's published installation guidelines will remain dimensionally stable for the normal life of the carpet from the original date of installation. Dimensional stability, the failure of which can lead to buckling, wrinkling, shrinking or curling, means that the Air.O carpet will not lose more than 3% of its recovered extension per the STANDARD TEST METHOD DIMENSIONAL STABILITY OF PILE YARN FLOOR COVERINGS DUE TO MECHANICAL ACTION (PTL Method UE1117). If, within the warranty period, the dimensional stability fails under the warranted conditions, Mohawk will handle such claims as stated in the Mohawk's Limited Liability section of this warranty brochure.

What Is Not Covered

In addition to the warranty exclusions listed in the Carpet Warranty and Carpet Characteristic Exclusions section of this brochure, also specifically excluded from this warranty are any dimensional stability issues which result from damage to the backing system due to installation issues, improper seaming, heavy furniture, or over-wetting from improper cleaning, flooding, or any other cause.

Mohawk Limited Lifetime Anti-Static Warranty

For all SmartStrand® Forever Clean, UltraStrand®, EverStrand®, and Air.0™ products

Mohawk warrants that this carpet will not generate static greater than 5 kilovolts (using AATCC Test 134-79) for the life of the carpet from the original date of installation. If static greater than 5 kilovolts is generated, Mohawk will handle such claims as stated in the Mohawk's Limited Liability section of this warranty brochure.

What Is Not Covered

The items listed in the Carpet Warranty and Carpet Characteristic Exclusions section of this brochure are excluded from this warranty.

Mohawk Limited Fade Resistance Warranty

For all SmartStrand® Forever Clean, UltraStrand®, EverStrand®, and Air.0™ products

Mohawk warrants that this carpet will not show a permanent color change due to exposure to sunlight greater than one unit as measured by the AATCC Gray Scale for standard comparison of the extent of color differences for a period of time specified in each fiber chart (in the Mohawk Warranty Chart section of this brochure) from the original date of installation.

If, within the warranty period, a color change due to atmospheric contaminants should exceed the AATCC Gray Scale criterion, Mohawk will handle such claims as stated in the Mohawk's Limited Liability section of this warranty brochure.

What Is Not Covered

The items listed in the Carpet Warranty and Carpet Characteristic Exclusions section of this brochure are excluded from this warranty.

Mohawk Limited Manufacturing Defects Warranty

For all SmartStrand® Forever Clean, UltraStrand®, EverStrand®, PETPremier™, Air.0™, and Stainmaster® products

Mohawk warrants this residential carpeting against manufacturing defects for a period of time specified in each fiber chart (in the Mohawk Warranty Chart section of this brochure) from the original date of installation. If, within the warranted period, this carpet is determined to be defective, Mohawk will handle such claims as stated in the Mohawk's Limited Liability section of this warranty brochure.

What Is Not Covered

The items listed in the Carpet Warranty and Carpet Characteristic Exclusions section of this brochure are excluded from this warranty. This warranty applies only to Mohawk broadloom and not to any other product.

Mohawk Custom Rug Warranty

Mohawk warrants that custom rugs will have a one (1) year Limited Manufacturing Defects Warranty. Custom bound rugs may only be returned for freight damage, defective workmanship or failure to meet ordered specifications.

Mohawk Ten-Year Limited No Delamination/ Buckle-Free Warranty

For all Air.0™ and OptiBack™ products

Mohawk warrants that Air.O and any carpet with the OptiBack backing system will remain free of delamination and buckling for a period of ten (10) years from the original date of installation.

MOHAWK CUSHION WARRANTY ENHANCEMENTS

"Delamination," which can lead to buckling, is defined as the separation of the secondary backing from the primary backing. If, within the warranty period, delamination and/or buckling of the warranted carpet occurs under the warranted conditions, Mohawk will handle such claims as stated in the "Mohawk's Limited Liability" section of this warranty brochure.

What Is Not Covered

In addition to the warranty exclusions listed in the Carpet Warranty and Carpet Characteristic Exclusions section of this brochure, also specifically excluded from these warranties are any buckling or delamination issues that result from damage to the backing system due to installation issues, improper seaming, heavy furniture, or over-wetting from improper cleaning, flooding, or any other cause.

Mohawk 30-Day Satisfaction Assurance Guarantee

For all SmartStrand® Forever Clean, UltraStrand, EverStrand, PETPremier™, and Air.0 products

Under the 30-Day Satisfaction Guarantee, the original purchaser of products covered under this guarantee will have up to 30 days from the date of installation to contact your Mohawk retailer to exchange your carpet for a different style or color of equal or lesser value. You may also choose to pay the difference to exchange for an upgraded product. No compensation will be paid if a lower-priced carpet is selected. This one-time-only replacement does not include replacement of cushion or the cost of labor to remove previous carpet, install the new carpet, move furniture, construct permanent built-ins such as cabinets and bookcases, or move or install equipment or electronics. No replacement will be made with respect to carpet that has been subjected to abuse, vandalism, or alteration or damaged by smoke, fire, flood, wind, lightning, or any other casualty event.

Mohawk Limited Lifetime Backing Warranty

For all Mohawk product with ReCover™ Backing Technology

Mohawk warrants that any carpet with the ReCover backing technology will remain free of delamination for the life of the carpet from the original date of installation. Mohawk warrants that, under normal use, the ReCover high performance backing will not delaminate from the face of the carpet.

If delamination and/or buckling of the warranted carpet occurs under the warranted conditions, Mohawk will handle such claims as stated in the Mohawk's Limited Liability section of this warranty brochure.

ReCover Cushion must meet FHA/HUD requirements, and have a minimum density of six (6) pounds per cubic foot; thickness should be a minimum of 3/8 inch and maximum of 1/2 inch.

What Is Not Covered

In addition to the warranty exclusions listed in the Carpet Warranty and Carpet Characteristic Exclusions section of this brochure, also specifically excluded from these warranties are buckling or delamination issues that result in damage to the backing system due to installation issues, improper seaming, heavy furniture, or over-wetting from improper cleaning, flooding, or any other cause.

Warranties Other Than by Mohawk

Other Mohawk products may carry additional warranties provided by the fiber and stain protection producers. These warranties take precedence over Mohawk warranties and should be submitted directly to the fiber and stain protection producers. Consult your dealer for specific warranty details and telephone numbers for warranty service.

When the original purchaser of any new Mohawk BarrierCushion,™ AllPetCushion™, or SmartCushion™ purchases any new Mohawk carpet* at the same time, Mohawk will (1) enhance the Abrasive Wear warranties for the purchased carpet products as shown on the following chart; (2) make all the applicable carpet warranties transferable to new owners; and (3) only when original buyer purchases Mohawk SmartCushion with any new Mohawk carpet*, enhance the Abrasive Wear coverage of the carpet purchased to include the stairs at purchaser's residence or at residence of new owner to whom warranties are transferred. All other terms and limitations of the applicable warranties will apply.

QUALIFYING CUSHIONS
BarrierCushion when purchased with Mohawk carpet
AllPetCushion when purchased with Mohawk carpet
SmartCushion when purchased with Mohawk carpet
ABRASIVE WEAR
BarrierCushion Add 5 years to current warranty
AllPetCushion Add 10 years to current warranty
SmartCushion Add 20 years to current warranty
TRANSFERABLE
BarrierCushion NO
AllPetCushion YES
SmartCushion YES
STAIRS
BarrierCushion NO
AllPetCushion NO
SmartCushion Abrasive Wear warranty expanded to include stairs

To ensure you are using the proper cushion for your carpet, please refer to the Mohawk General Warranty Conditions and Homeowner Obligations, #4, on pages 1 and 2 in the front of this brochure.

PRORATION OF WARRANTIES

The following proration schedule applies to all Mohawk products with the exception of those with non-prorated warranties.

Lifetime Warranty

1st Year	100%	11th Year	80%
2nd Year	100%	12th Year	70%
3rd Year	100%	13th Year	60%
4th Year	100%	14th Year	50%
5th Year	100%	15th Year	40%
6th Year	100%	16th Year	30%
7th Year	100%	17th Year	25%
8th Year	90%	18th Year	20%
9th Year	90%	19th Year	15%
10th Year	90%	20+ Years	10%

20-Year Warranty

1st Year	100%	11th Year	80%
2nd Year	100%	12th Year	70%
3rd Year	100%	13th Year	60%
4th Year	100%	14th Year	50%
5th Year	100%	15th Year	40%
6th Year	100%	16th Year	30%
7th Year	100%	17th Year	25%
8th Year	90%	18th Year	20%
9th Year	90%	19th Year	15%
10th Year	90%	20th Years	10%

15-Year Warranty

1st Year	100%	9th Year	90%
2nd Year	100%	10th Year	90%
3rd Year	100%	11th Year	80%
4th Year	100%	12th Year	60%
5th Year	100%	13th Year	40%
6th Year	100%	14th Year	20%
7th Year	100%	15th Year	10%
8th Year	100%		

10-Year Warranty

1st Year	100%	6th Year	90%
2nd Year	100%	7th Year	80%
3rd Year	100%	8th Year	70%
4th Year	100%	9th Year	60%
5th Year	100%	10th Year	50%

5-Year Warranty

1st Year	100%
2nd Year	100%
3rd Year	50%
4th Year	30%
5th Year	10%

EXCLUSIONS

Carpet Warranty and Carpet Characteristic Exclusions

UNLESS THE WARRANTY FOR YOUR MOHAWK PRODUCT LISTED IN THIS WARRANTY BROCHURE SPECIFICALLY AND EXPRESSLY COVERS ANY ITEM LISTED BELOW, ALL MOHAWK WARRANTIES EXPRESSLY EXCLUDE ALL OF THE FOLLOWING:

Accidents, Abuse, or Abnormal Wear

These Mohawk warranties do not cover water damage from plumbing or appliance failure, storms, or flooding; or damage incurred by or resulting from accidents or abuse such as staining, soiling, burning, or cutting; or damage (other than specific coverage for domestic dog or cat urine stains) caused by pets.

Area Rugs

No coverage is provided under these Mohawk warranties for area rugs, with the exception of Mohawk's Custom Rug program. See page 8.

Carpet on Stairs or in High-Traffic Areas, Bathrooms, or Kitchens

These Mohawk warranties do not cover damage to or appearance changes on carpet installed on stairs, in bathrooms or kitchens, in high-traffic areas or areas subject to traffic other than ordinary shoes, or outdoors.

Carpet Stains Resulting From Commercial Use

These Mohawk warranties do not cover any carpet stains incurred by or resulting from commercial use (such as contracted services, in-home businesses, etc.).

Carpet Wear or Routine Maintenance

These Mohawk warranties do not cover normal carpet wear, routine cleaning, and/or regular maintenance.

Changes in Appearance

All carpets will change in appearance over time, primarily due to foot traffic. Carpet in heavy traffic areas will exhibit the most change. A good quality cushion will help extend the carpet's appearance. Over time and with use, the tips of the tufts in cut-pile carpets will lose some twist, causing the carpet to bloom. This is a normal characteristic of carpet and is not considered a manufacturing defect.

Crushing

Crushing is the compaction of the pile thickness due to foot traffic or furniture. Regular use of a vacuum with a beater bar in high-traffic areas may help reduce changes in carpet's appearance. See C) Regular Vacuuming in the Carpet Care And Guidelines section of this brochure for additional information and vacuuming recommendations.

Defects, Conditional

These Mohawk warranties do not cover defects of conditions covered by other warranties.

Defects, Visible Upon Installation

Once the carpet is installed, no warranty coverage will be provided for defects in the carpet which were clearly visible and should have been discovered prior to or during installation.

Differences in Samples

These Mohawk warranties do not cover minor and normal differences between the color and texture of the retail store sample and the true color and texture of the actual carpet.

Fading, Color Changes, or Color Loss

These Mohawk warranties do not cover sudden changes in carpet color resulting from external causes (other than those specifically mentioned in this warranty brochure) such as fading due to sunlight, or spills of household chemicals and other non-food and non-beverage substances, or gradual fading over time from

EXCLUSIONS (CONTINUED)

emissions from heating fuels, pesticides, cleaning agents, benzoyl peroxide, or other household items. Care should be taken when using these items.

Filtration Soiling

Dust, dirt, pollen, cooking vapors, and other airborne pollutants may appear as dark lines along walls, vents, and doorways. This is usually due to an imbalanced ventilation system that is incapable of removing the volume of air entering the room. The excess air escapes through gaps between floors, walls, and doorways. Professional cleaning may remove discoloration in affected areas, but the condition will usually return unless ventilation problems are corrected. Carpet of any quality will perform the same if subjected to filtration inefficiencies.

Footprints

Cut pile carpets will show footprints and vacuum cleaner marks. This is characteristic of carpet and is not considered a manufacturing defect. Selecting a carpet with a lower pile height and denser construction will help to minimize this effect.

Geographic Locale

This warranty only applies to North America. See your local sales rep if sold outside of the United States.

Improper Cleaning and Maintenance or Inadequate Care

These Mohawk warranties do not cover damage to your carpet caused by improper cleaning, improper maintenance or cleaning materials, or inadequate care. Your Mohawk carpet requires routine cleaning and maintenance. Maintenance requirements and recommendations are listed in this brochure under "Carpet Care and Guidelines." All cleaning receipts should be retained.

Improper Installation

These Mohawk warranties do not cover damage to your carpet caused by improper installation. Examples include, but are not limited to, wrinkling due to insufficient stretch, loss of tufts due to improper seam sealing, and seam peaking. The Carpet and Rug Institute (CRI) Carpet Installation Standards conform to proper installation procedures and must be followed. The International Floor Covering Installers Association (1-816-231-4646) maintains a directory of qualified carpet installers.

Inadequate Cushion

These Mohawk warranties do not cover damage to your carpet caused by inadequate cushion.

Indentations

Furniture or other heavy objects can cause indentations in your carpet. Furniture coasters will help distribute the weight of heavy objects over a larger area. Brushing the affected carpet area with your fingertips will usually restore the crushed tufts to their original position. This is not considered a manufacturing defect.

Matting

Entanglement of fibers and tufts of yarn tips may be caused by a cushion failure; usually it is due to improper maintenance. Residue from a spill that was not cleaned up thoroughly or cleaning residue that was not rinsed completely will lead to matting.

Odors

These Mohawk warranties do not cover carpet odors.

Outdoor Installation

These Mohawk warranties do not cover carpet installed outdoors. All carpets manufactured by Mohawk are intended solely for use as indoor floor coverings and are not recommended for any other purpose.

Pad Failure

These Mohawk warranties do not cover defects or damages caused by failure of the carpet pad. Deterioration of the padding can cause problems with your carpet. Please see the pad manufacturer's warranty statement for more information.

Problems with Moisture

These Mohawk warranties do not cover problems caused by wetting or persistence of excessive moisture. For immediate assistance, contact a certified water damage restorations specialist. The Institute of Inspection, Cleaning and Restoration Certification (1-800-835-4624) maintains a registry of trained, certified specialists.

Products Other Than First Quality

These Mohawk warranties apply to first quality products only and are not applicable to carpet sold as second quality, irregular, used, or mill end.

Residences Other Than Owner-Occupied, Single-Family

These Mohawk warranties apply only to carpet for owner-occupied, single-family, indoor residential installations and do not cover carpet installed in any commercial or business places, daycare facilities, and/or multifamily and rental properties.

Shading

Shading is a change in pile direction that results in an apparent change in color due to the light reflecting in different ways. Solid color cut pile carpets will exhibit this more often than textured or patterned carpets. This is normal. Severe cases of shading are also known as pooling or watermarking and can result in permanent pile reversal after installation. No cause for this is known, and it is usually confined only to certain areas of an installation. Pooling or watermarking is not considered a manufacturing defect.

Shedding

Shedding is a normal characteristic of cut-pile carpets. It is more apparent in staple products than continuous filament products. Regular vacuuming using a vacuum cleaner with a beater bar will remove most of the loose fibers during the first year. See C) Regular Vacuuming in the Carpet Care and Guidelines section of this brochure for additional information and vacuuming recommendations.

Stain Reappearance (Wicking)

These Mohawk warranties do not cover reappearance of previously cleaned stains. If warranty conditions set forth in this brochure are met, stains that are saturated and result in wicking will release with additional recleaning.

Transferability

Some warranties will be transferable depending on fiber type. Please reference the warranty grid foldout for details.

Wrinkling or Buckling

Wrinkling may occur after installation and can be caused by excessive humidity, inadequate cushion, or failure to use the recommended installation procedures found in the CRI Carpet Installation Standards, especially relative to power stretching. A competent installer can usually correct this problem.

Yellowing

Yellowing can have many causes, such as BHT (butylated hydroxytoluene) off-gassing from rebond pad, yarn lubricants, over-application of stain-resistant treatments, changes in alkalinity, cleaning solutions, general soiling, and fume fading.

White vinegar applied to a clean white towel and held on the carpet will indicate if yellowing can be removed. If this works, a 10% solution of citric acid applied by a professional cleaner will usually remove yellowing. Yellowing is characteristic of carpet and not considered a manufacturing defect.

MOHAWK LIMITED LIABILITY

Limitations, Exclusions, and Disclaimers

This warranty document applies only to the original owner and the first installation of the product and is nontransferable, unless otherwise stated in the carpet warranty brochure. The “original owner” is either the party stated on the face of the proof of purchase document(s) or, if purchased by a contractor, then the original end-consumer. IT IS YOUR RESPONSIBILITY TO RETAIN YOUR PROOF OF PURCHASE. PRESENTATION OF SUCH PROOF OF PURCHASE IS REQUIRED FOR ANY WARRANTY CLAIM. MOHAWK MAY REJECT ANY CLAIM WITHOUT PROPER PROOF OF PURCHASE THAT INCLUDES THE DATE OF PURCHASE AND AMOUNTS PAID. IF PROFESSIONAL CLEANING IS REQUIRED AS PART OF A PARTICULAR WARRANTY, PROOF OF PROFESSIONAL CLEANING MAY BE REQUIRED FOR ANY WARRANTY CLAIM AS WELL. DETERMINATION OF WARRANTY COVERAGE TO A PARTICULAR CLAIM IS IN MOHAWK'S SOLE DISCRETION.

Only hidden defects (those not reasonably visible before or during the installation of the product) are subject to this carpet warranty brochure. No warranty is offered nor is any obligation owed for defects or issues visible before or during installation. Please be sure to read this entire carpet warranty brochure, including the limitations contained herein and any care instructions referenced.

If a defect is found and confirmed to be within the scope of the warranty, Mohawk will, at its option and as its sole liability, repair or replace the impacted portion of the product at issue. If that particular product is unavailable or discontinued, Mohawk reserves the right to provide similar Mohawk material that is currently being made. It may be necessary to engage a certified inspector to determine the cause of a particular defect. Mohawk determines if such engagement is necessary. The conclusion of such an inspector shall be considered determinative and final.

To fulfill this warranty, Mohawk may arrange a credit to your retailer, dealer, or distributor equal to the replacement amount owed pursuant to this warranty. The credit applies only toward the purchase of new Mohawk product. Mohawk has no obligation to offer cash or other compensation. Remedies may be subject to proration based on any proration schedule(s) included in this carpet warranty brochure. Please note that different applications may have dfferent proration schedules and/or warranty durations.

Except expressly stated in this warranty brochure, no other form of compensation, beyond replacement of product subject to the terms of these limited warranties, is owed and is thereby disclaimed. The remedy contained herein is the sole and exclusive remedy for any and all product claims.

EXCEPT THOSE STATED IN THIS WARRANTY BROCHURE, MOHAWK MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. EXCEPT WHERE PROHIBITED BY LAW, ALL OTHER WARRANTIES — INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE — ARE EXPRESSLY DISCLAIMED AND THEREBY EXCLUDED. NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS WARRANTY BROCHURE. CONSEQUENTIAL, SPECIAL, AND INDIRECT DAMAGES ARE EXPRESSLY EXCLUDED AND ARE HEREBY DISCLAIMED.

To the extent allowed by law, Mohawk's entire liability and the exclusive remedy is contained in this carpet warranty brochure. Mohawk's total and complete liability under these limited warranties is limited to the actual cost of repair or replacement of only the affected area of the product measured to the nearest wall, doorway, or entrance. Mohawk reserves the right to correct any defect prior to the carpet being removed, replaced, or any settlement being offered.

CARPET CARE AND GUIDELINES

CARPET CARE AND CLEANING

A) Selection

- When selecting carpet color, you should view large carpet samples by daylight during the day and by lamplight in the evening in the area of installation. The color you choose will look different under different lighting conditions.
- Light colored carpets will show more soil and require more maintenance than dark colored carpets. Darker colors of carpeting are more effective in high-traffic areas. Multicolored and patterned carpets are especially effective in hiding soil.
- The performance and quality of a carpet is directly related to the amount and quality of fiber that goes into the pile. The better the fiber and the denser it is packed, the better the carpet’s performance. Thin, less-dense carpet will lose its surface appearance faster. Mohawk recommends buying the highest quality carpet you can afford.

B) Stain Removal

Most household spills can be easily removed using the steps below. Treatment of the affected area should begin immediately upon discovery as stain removal becomes more difficult with time. To start, locate your stain on the Common Stains Chart and follow these steps:

- First, use a spoon, dull knife, or a carpet cleaning key to remove as much solid material as possible.
- Always work from the outside of stain to the center to prevent spreading, especially with large stains.
- Blot up liquid spills with a white towel or paper towel.
- For best results, try to remove the remaining stain with warm water.



STAIN REMOVAL PROCEDURES

PROCEDURE A (For water-based, special water-based, and greasy, oil-based stains)

- Mix a solution of ¼ teaspoon of clear hand dishwashing detergent with 1 cup of water. Stir gently.
- Apply detergent solution directly to a white cloth. Dampen the carpet fibers in the stained area with the cloth. Avoid saturating the carpet.
- Wipe gently. Turn cloth frequently.
- Never rub, scrub, or use a brush. This may damage carpet fibers. If necessary, use your fingertips to work the solution to the base of the stain. Do not oversaturate carpet; use small amounts of solution and blot frequently.
- Wet the stained carpet fibers with clear, lukewarm water to rinse.
- Cover the spot with an absorbent white towel or paper towel and apply pressure to blot.
- Repeat the rinsing and blotting procedures until you are sure all traces of the detergent have been removed.
- If the stain is gone, place an absorbent white towel or paper towel over the area cleaned, and weigh towels down with a heavy colorfast object, such as a weighted plastic wastebasket.
- Change towels or paper towels until carpet dries.
- If stain remains, perform Procedure B (for coffee, tea or urine, skip Procedure B and perform Procedure C).

PROCEDURE B (Do NOT use on coffee, tea, or urine stains)

- Mix 2 tablespoons of non-bleaching, non-sudsing household ammonia with 1 cup of lukewarm water.
- Apply ammonia solution, rinse, and blot as outlined in Procedure A.
- Do not dry with paper towels. Follow Procedure C to neutralize the ammonia solution.

PROCEDURE C

- Mix ½ cup of white vinegar with 1 cup of lukewarm water.
- Apply vinegar solution, rinse, and blot as outlined in Procedure A.

COMMON STAINS

Most Common Water-Based Stains

For these stains, start with **Procedure A**. If stain remains, complete **Procedures B** and **C**.

Alcohol
Baby formula
Beer
Blood
Candy
Chocolate milk
Clay
Cola
Cologne
Cranberry juice
Feces
Felt-tip marker
Food stains (general)
Fruit juice
Fruit punch
Furniture polish (water-based)
Grape juice
Graphite
Ice cream
Jelly
Ketchup
Latex paint
Liquor
Milk
Soft drinks
Soil spots
Syrup
Tomato juice
Vomit
Watercolors
Watermelon
Whiskey
Wine

Special Water-Based Stains

For these stains, start with **Procedure A.** If stain remains, complete **Procedure C**. Omit **Procedure B**.

Coffee
Tea
Urine

Greasy, Oil-Based Stains

For these stains, use Goo Gone®. Follow directions on package, then complete **Procedures A, B** and **C**.

Butter
Chocolate
Cooking oil
Cosmetics
Crayon
Furniture dye
Furniture polish (oil-based)
Glue*
Gravy
Grease (black)
Gum*
Hand cream
Ink
Lipstick
Margarine
Mascara
Mayonnaise
Nail polish
Oil
Oil paint
Ointment
Peanut butter
Rouge
Salad dressing
Spaghetti
Varnish
Wax*

**Freeze and remove solid materials before using cleaning fluid.*

Important: Do not use any cleaner with a pH of 10 or higher. Before using, always test cleaners on a small, non-visible area for any discoloration of the pile.

Abnormally large or excessive stains may require hot water extraction method. Professional cleaning is recommended. If stain returns – a condition known as “wicking” – simply repeat stain removal procedures, paying special attention to blotting and removal of all moisture.

CARPET CARE AND GUIDELINES (CONTINUED)

C) Regular Vacuuming

Most dirt, and even dust, takes the form of hard, dry particles, which can be removed with a vacuum cleaner. When left in the carpet, these gritty, sharp particles abrade the pile of the carpet. Regular vacuuming literally extends your carpet's life as well as enhancing its appearance, so the type of vacuum cleaner you use is important.

A vacuum's performance will vary based on the carpet's fiber type and construction. A good vacuum typically has features that allow you to adjust the height, beater bar rotation, and fan speed. Vacuums with large wheels, self-propelled vacuums, and/or specialty tools can also help ensure easy and effective carpet maintenance.

Features

Adjustable height is the most important vacuum feature because this enables the machine to be used on a wide variety of carpet constructions. If your vacuum is set too high above the carpet surface, the vacuum can't attract the gritty soil below. If the setting is too low, the vacuum's beater bar or brushes can "fuzz" the carpet's surface, causing it to look worn and frayed.

When vacuuming high pile, wool, wool-blend, and premium soft carpets, look for the following features that will allow you to easily maintain your carpet:

- **Adjustable Height**
  Use the highest setting where appropriate.
- **Efficient Airflow**
  Avoid vacuums with very concentrated or sealed suction.
- **Large Wheels**
  Vacuum should glide easily across the carpet.

When vacuuming thick loop, casual frieze, or long pile carpets such as shag, you may need to completely disengage the beater bar and vacuum with suction only. For all other carpet constructions, use a vacuum with a rotating brush or beater bar. Change the bags often and check the beater bars for burs and gouges to prevent damage to the surface of the carpet.

D) Cleaning Recommendations

Vacuum high-traffic areas daily, medium- to high-traffic areas twice weekly, and the entire house at least once a week.

- Even with regular vacuuming, soil particles and oily dirt will cling to carpet fibers. Foot traffic drives these particles and dirt deep into the carpet. Mohawk requires professional hot water extraction every 18 months. Periodic cleaning by a certified carpet-care professional using the hot water extraction method will refresh carpet appearance.
- The most-used areas — entrances, doorways, traffic lanes, and in front of chairs — will collect dirt faster than other areas. Clean these areas as soon as they begin to show soil. This will stop dirt from spreading and will extend the time between professional cleanings.

FILING A CLAIM

If you have any questions regarding your product warranty, you may visit our website at www.mohawkflooring.com/customer-care. Additionally, you may contact Technical Services at product_tech@mohawkind.com or 888-387-9881.

FILING A CLAIM

You should first determine your carpet's fiber type.

Carpet retailers can provide specific details about the products they sell. If you are not sure of your carpet's fiber type and manufacturer, please call the retailer from whom you purchased your carpet.

Notify your retailer in writing. Be sure to describe the specific problem and to include a copy of your invoice. Your retailer will take appropriate action, including notifying Mohawk, if necessary.

If your retailer is no longer available, please send the information regarding your claim to:

Mohawk
Attention: Consumer Affairs
P.O. Box 12069
Calhoun, GA 30701

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LIMITED RESIDENTIAL ELECTRIC WARRANTY

THIS WARRANTY IS APPLICABLE TO THE ORIGINAL OWNER ONLY. In accordance with the warranty terms and conditions specified below.

A. O. Smith Corporation (the warrantor) will furnish the ORIGINAL OWNER, 1) a replacement A. O. Smith water heater of equivalent size and current model if the glasslined tank in this water heater leaks and, 2) a replacement part for any component part which fails. Sacrificial anode rods are consumable maintenance parts and are excluded from warranty coverage.

THE A. O. SMITH WATER HEATERS REPLACEMENT MODEL OR PART WILL BE WARRANTED FOR ONLY THE UNEXPIRED PORTION OF THE ORIGINAL WARRANTY. The warranty period will be determined by the original date of purchase of the water heater, or in the absence of a Bill of Sale verifying said date, from the date of manufacture indicated on rating plate affixed to this water heater. This warranty is not transferrable and applies to models listed below:

Series	Tank	Parts
Conservationist®	**10-year**	**10-year**
PXN _ _		
ProMax® 10-Year Models	**10-year**	**6-year**
PN_ _		
ProMax® & Mobile Home 6-Year Models	**6-year**	**6-year**
EN_ _, ESTT, MHE6		

When the water heater has been used for other than single family residential application;

1. The tank warranty shall be reduced to 1 year for 6 year models and to 3 years for 10 year models.

2. The parts warranty shall be reduced to 1 year for all models.

CONDITIONS AND EXCEPTIONS

This warranty shall apply only when the water heater is installed and operated in accordance with 1) all local fire codes and plumbing codes, ordinances and regulations, 2) the printed instructions provided with it, 3) good industry practices, and 4) proper safety practices such as but not limited to a properly sized drain pan if installed in an area where leakage from the tank or its connections would result in damage to the area adjacent to the heater. In addition, a new temperature and pressure relief valve, certified by the Canadian Gas Association must have been properly installed and piped to the nearest drain.

This warranty shall apply only when the heater is:

- owned by the original purchaser;
- installed for indoor operation only;
- used at temperatures not exceeding the maximum calibrated setting of its thermostat;
- used at water pressure not exceeding the working pressure shown on the heater;
- filled with potable water, free to circulate at all times and with the tank free of damaging water sediment or scale deposits;
- used in a non-corrosive and non-contaminated atmosphere;
- used with factory approved anode(s) installed;
- in its original installation location;
- in the United States, its territories or possessions, and Canada;
- sized in accordance with proper sizing techniques for residential water heaters;
- bearing a rating plate which has not been altered, defaced or removed except as required by the warrantor;
- used in an open system or in a closed system with a properly sized and installed thermal expansion tank;
- connected to the proper voltage or:
- operated at the factory rated input;
- installed with no attempted, nor actual modification or alteration of the water heater's design in any way, including but not limited to, the attachment of non-company approved appliances or equipment, including any additional aftermarket equipment introduced into the sealed system.

Any accident to the water heater or any part thereof (including freezing, fire, floods, or lightning), any misuse, abuse or alteration of it, any operation of it in a modified form, any operation of the water heater on desalinated (deionized) water, or any damage caused by attempts to repair tank leaks or parts, will void this warranty. This warranty does not cover water heaters replaced for cosmetic reasons or for reasons of noise, taste, odor, discolored and/or rusty water. This warranty does not apply to water heaters used to heat pools, whirlpools or hot tubs or used for space heating where its sizing does not conform with specifications of the heating component manufacturer.

This warranty gives you specific legal rights, and you may have other rights which vary under the laws of each state. If any provision of this warranty is prohibited or invalid under applicable state law, that provision shall be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the affected provision or the other provisions of this warranty.

SERVICE AND LABOR RESPONSIBILITY

UNDER THIS LIMITED WARRANTY, THE WARRANTOR WILL PROVIDE ONLY A REPLACEMENT WATER HEATER OR PART THEREOF. THE OWNER IS RESPONSIBLE FOR ALL OTHER COSTS. Such costs may include but are not limited to:

a. Labor charges for service, removal, or reinstallation of the water heater or part thereof.

b. Shipping and delivery charges for forwarding the new water heater or replacement part from the nearest distributor and returning the claimed defective heater or part to such distributor.

c. All cost necessary or incidental for handling and administrative charges, and for any materials and/or permits required for installation of the replacement heater or part.

LIMITATION ON IMPLIED WARRANTIES

Implied warranties, including any warranty of merchantability imposed on the sale of this heater under state law are limited to one year duration for the heater or any of its parts. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

CLAIM PROCEDURE

Any claim under this warranty should be initiated with the dealer who sold the heater, or with any other dealer handling the warrantor's products. If this is not practical, the owner should contact: A.O. Smith Corporation, 500 Tennessee Waltz Parkway, Ashland City, TN 37015. Phone: 1.800.527.1953 or visit our website: www.hotwater.com.

For Canadian customers contact: A.O. Smith Enterprises LTD., P.O. Box 310, 768 Erie Street, Stratford, Ontario N5A6T3 or phone: 1.800.265.8520

Replacement Parts may be ordered through authorized servicers or distributors. Refer to your local Yellow Pages for where to call or contact A.O. Smith Corporation, 500 Tennessee Waltz Parkway, Ashland City, TN 37015. Phone: 1.800.433.2545 or visit our website at: www.waterheaterparts.com.

The warrantor will only honor replacement with identical or similar water heater or parts thereof which are manufactured or distributed by the warrantor.
Dealer replacements are made subject to in-warranty validation by warrantor.

PROOF OF PURCHASE AND PROOF OF INSTALLATION DATE ARE REQUIRED TO SUPPORT WARRANTY CLAIM FROM ORIGINAL OWNER. THIS FORM DOES NOT CONSTITUTE PROOF OF PURCHASE OR PROOF OF INSTALLATION.

DISCLAIMERS

NO EXPRESSED WARRANTY HAS BEEN OR WILL BE MADE IN BEHALF OF THE WARRANTOR WITH RESPECT TO THE MERCHANTABILITY OF THE HEATER OR THE INSTALLATION, OPERATION, REPAIR OR REPLACEMENT OF THE HEATER OR PARTS. THE WARRANTOR SHALL NOT BE RESPONSIBLE FOR WATER DAMAGE, LOSS OF USE OF THE UNIT, INCONVENIENCE, LOSS OR DAMAGE TO PERSONAL PROPERTY, OR OTHER CONSEQUENTIAL DAMAGE. THE WARRANTOR SHALL NOT BE LIABLE BY VIRTUE OF THIS WARRANTY OR OTHERWISE FOR DAMAGE TO ANY PERSONS OR PROPERTY, WHETHER DIRECT OR INDIRECT, AND WHETHER ARISING IN CONTRACT OR IN TORT.

Should governmental regulations or industry standards prohibit the Manufacturer from furnishing a comparable model replacement under this warranty, the Owner will be furnished with the closest comparable water heater meeting the then current governmental regulations and industry standards. A supplementary fee may be assessed to cover the additional cost associated with the changes made to meet applicable regulations and standards. The limited warranty is voided if the maintenance procedures listed in the owner's instruction manual are not followed.

IMPORTANT INFORMATION

Model Number _____

Serial Number _____

INSTALLATION INFORMATION

Date Installed _____

Company's Name _____

Street or P.O. Box _____

City, State, and Zip Code _____

Phone Number _____

Plumber's Name _____

A.O. Smith

www.aosmithwaterheaters.com

R O L L E X

Lifetime Warranty

Issued To:

A Limited and
Transferable Warranty

NAME OF TITLE HOLDER(S) OF PROPERTY ON DATE OF INSTALLATION

ADDRESS OF PROPERTY WHERE PRODUCTS HAVE BEEN INSTALLED

CITY STATE ZIP

DATE OF COMPLETED INSTALLATION

Certificate No. ASW

Coverage
Rollex Corporation ("Rollex") warrants to the original homeowner that Rollex aluminum building products are free from manufacturing defects and when used as intended under conditions of ordinary wear will not peel, chip, crack, split, flake or blister. Rollex warrants for a period of twenty five years from date of installation, that color change in panels used as intended will not vary more than seven color difference units and that chalk erosion for colors will not exceed a numerical rating of six units over the same period of time.* This warranty does not cover non-uniform color changes resulting from unequal exposure to sunlight.

If a product fails to perform in accordance with the above standards, after written notification and validation of the condition by inspection, Rollex Corporation will repair or replace, at its option, any defective product, assuming 100% of the cost. In the event of repair or replacement under the terms of this warranty, the original warranty terms and duration will remain in effect for the remaining warranty term.

All warranty claims shall be settled between the owner and Rollex. Rollex may direct and pay a contractor to perform any remedial work under this warranty. If any corrective work on or replacement of warranted products is performed by the homeowner or anyone engaged by homeowner prior to receiving written permission to do so from Rollex, such action will void the homeowner's coverage under this warranty.

The liability of Rollex for a claim under this warranty shall in no event exceed the homeowner's original purchase price- including labor and taxes- for the product involved. It shall be the homeowner's obligation to provide documentation or other reasonable evidence of such original costs.
*Color difference units are determined by Tristimulas Colormetry - A.S.M. D2244 -08. Numerical chalk erosion ratings are determined by standard methods of evaluating degree of chalking - A.S.T.M. D4214-07.

Duration
1. Original Owner: This warranty is in effect for the lifetime of the original homeowner so long as such original homeowner continues to own the home where Rollex products have been installed.

2. Second Owner: This warranty can be transferred by the original owner to whom is issued to the next owner of the property. Upon completion of the transfer, the warranty period shall be limited to 50 years from the original date of installation of the Rollex products; provided, however, Rollex and the second owner shall share the cost of repair or replacement of any defective products, including labor and materials. (Please see "Allocation of Warranty Costs When Applicable")

3. Institutional Owner: For an owner such as a corporation, partnership, group, governmental agency, association, or other organization capable of enduring for generations, this warranty is limited to a period of 50 years from the date of original installation of Rollex products.

Warranty Registration
This warranty is valid only after the registration card has been completed by the Rollex building products dealer, signed by the original owner and mailed to Rollex within 30 days after installation has been completed. Failure to register within the 30 day period set forth above will not void the warranty, but registration will confirm the date of purchase and will assist Rollex in processing any warranty claim that might arise in the future. This confirmation is a benefit to the homeowner in case original proof of purchase cannot be found.

Exclusions and Limitations
This warranty does not cover damage resulting from any of the following: faulty installation (including but not limited to waving and/or buckling caused by improper installation); “oil canning” (perceived waviness in the flat areas of metal siding panels); fire, lightning, hurricane, hail storm, wind storm, earthquake or other acts of God; accidental damage or vandalism; impact of foreign objects; structural shrinkage or distortion; lap abrasion; harmful chemicals, pesticides, fumes or vapors; direct contact with and water run-off from dissimilar metals or other materials (e.g., metals such as copper, zinc and steel, or other materials such as concrete, blacktop, stucco, asbestos siding, pressure treated or pre-treated lumber, roofing materials or roofing systems containing metallic granules or strips, or other corrosive non-metallic materials); damage resulting from painting, varnishing, coating or otherwise altering the surface of the products except in strict accordance with Rollex’s instructions or guidelines; distortion or warping caused by excessive heat sources such as window reflection, skylights, outdoor grills and other items which can cause products to distort or change color due to excessive heat buildup; surface deterioration due to air pollution and airborne stains; misuse or abuse; normal weathering; acid rain; salt spray directly applied or in the atmosphere; mildew accumulation; owner's failure to provide normal cleaning and maintenance of the product (please see care and maintenance instructions); and/or other causes beyond the control of Rollex.

This is the homeowner’s exclusive warranty and is in lieu of all other warranties, express or implied, except as may be required by applicable law. Without limiting the generality of the foregoing, Rollex shall not be liable for any breach of any other written or oral warranties given to the homeowner by any third party(ies) such as those (if any) given to the homeowner by dealers, contractors, applicators or distributors of the products.

ROLLEX IS NOT LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES FOR THE PRODUCTS COVERED BY THIS WARRANTY. REPAIR OR REPLACEMENT IS THE EXCLUSIVE REMEDY AVAILABLE UNDER THIS WARRANTY.

Rollex reserves the right to discontinue or make changes in any of its products. If the products covered by this warranty are not available, Rollex has the right to substitute a product of equal or greater quality or value.

Rollex does not hereby undertake to repair or replace non-defective Rollex products. Rather, Rollex may elect to repair or replace only the particular portion(s) of such Rollex products that is/are defective and/or excessively faded (as per the terms of this warranty) and we cannot and do not guarantee an exact color match with regard to the replacement product(s) as compared to the adjacent non-replaced products. Color variance may occur between replacement products in comparison with the original products due to normal weathering and aging of the original products, and this is not indicative of a defect in either the replacement products or the original products.

This warranty gives you specific legal rights; you may also have other rights which may vary from state to state. Pertinent state law shall also control for what period of time following the sale a homeowner/consumer may seek a remedy under the implied warranty of merchantability or fitness for a particular purpose. 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.

Claims Procedure
A claim under this warranty must be presented in writing within 30 days following the discovery of any warranted defects to Rollex Corporation, 800 Chase Avenue, Elk Grove Village, Illinois 60007 Attention: Warranty Service Department.

The claim should be accompanied by a copy of this warranty certificate, and a description of the defect.

Corrective work on warranted products may not be started prior to receiving permission to do so from Rollex.

Ultimate determination of the existence and extent of any claimed manufacturing defect hereunder shall be made by Rollex in its sole discretion. As noted above, corrective work on warranted products may not be started prior to receiving permission to do so from Rollex, and Rollex reserves the right to perform such corrective work itself or through others retained by it. Homeowner shall cooperate with Rollex and its contractors in connection with the scheduling and performance of any corrective or replacement work hereunder.

In the case of second and institutional owners, after five years of the warranty period have elapsed, a claim under this warranty must be accompanied by a $50 payment to Rollex. Checks should be made payable to Rollex Corporation and mailed to the above address.

Warranty Transfer
This warranty may be transferred from the original owner to whom it was issued to the next owner of the property provided Rollex receives written notice within 30 days of the date of the transfer. Notice must include the original owner's name as shown on the warranty certificate, the name of the new owner, the warranty certificate registration number and the date Rollex products were installed on the property.

Upon transfer of the property, the warranty period shall be limited to 50 years from the date of installation. Rollex and the new owner shall share in the cost of repair or replacement of any defective product, including labor and materials as described below.

Allocation of Warranty Cost When Applicable
For second and institutional owners the cost, including labor and materials, to repair or replace defective products shall be allocated between the owner and Rollex according to the following schedule: Rollex will assume 100% of such costs for validated claims made during the first five years of the warranty period. During the sixth year, Rollex's share of such costs will be 90%, and the homeowner's share will be 10%. Each year thereafter, through the thirteenth year, Rollex's share of such costs will cumulatively decrease from 90% by 10% per year. Starting with the fourteenth year of the warranty period, and for the balance of the warranty period, Rollex's share will be 10% and the owner's share will be 90% of such costs.

Effective only for Rollex aluminum products purchased in or after January 2009

ROLLEX Corporation Aluminum Building Products Warranty Registration Certificate

Certificate No. ASW

This is to certify that on _____, 20 _____ the Rollex Aluminum Building Products checked below were installed on the property at

_____
STREET

_____
CITY STATE ZIP

owned by _____, said ROLLEX products purchased from or installed by

_____ at _____
DEALER NAME

Warranty registration is hereby made for the following Rollex products. ❑ Siding ❑ Soffit & Fascia ❑ Rainware

_____
AUTHORIZED DEALER SIGNATURE SIGNATURE OF OWNER

To be valid this registration certificate must be filled out completely and signed by the owner and dealer and mailed to Rollex Corporation within thirty (30) days from the date of installation.

ROLLEX
800 Chase Avenue, Elk Grove Village, Illinois 60007 (800) 251-3300

CARE AND MAINTENANCE

Rollex Aluminum Building Products

Rollex Aluminum Building products require very little maintenance. The oven fused coating forms a durable finish that doesn't collect dirt as readily as many other finishes. Under normal weather conditions, an occasional cleaning with a garden hose using clear, fresh water will remove loose soil and dirt.

Surface Dirt

Normal rainfall is usually sufficient to wash exterior surfaces satisfactorily. Where removal of surface dirt is desirable, wash and rinse with clear water. The use of a garden hose and soft bristle brush is recommended.

Moderate/Heavy Dirt Accumulation

Periodic cleaning may be necessary where an unusual amount of dirt is deposited on siding surfaces, under eaves or other protected areas. Use the following simple cleaning procedures as often as conditions dictate.

For surface soil or stains from industrial fallout, tree sap, insecticides, chimney fumes, etc., use an ordinary non-abrasive household detergent. One-third cup of mild detergent (Example: Tide) plus 2/3 cup of a household cleaner (Example: Soilax) to one gallon of water is recommended. Use a soft rag, sponge or soft bristle brush with gentle rubbing action. DO NOT RUB VIGOROUSLY- this can cause glossy areas over the finish. A rotary soft bristle brush equipped with an extension handle is useful to reach higher areas. Wash the house from top to bottom to minimize streaking. Immediately rinse all washed surfaces thoroughly with a garden hose.

Mildew

In some locations, mildew may be an issue. It appears as black spots on the surface and is usually first detected under eaves, in porch enclosures and other areas protected from rainfall. To remove, prepare a solution as follows and use the washing and rinsing instructions outlined above:

1/3 Cup Dry Powdered Detergent (Example: Tide)
2/3 Cup Household Cleaner (Example: Soilax)
1 Qt. 5% Sodium Hypochlorite* (Example: Clorox)
3 Qt. Water
It is advisable to wear rubber gloves when handling cleaning solution

* CAUTION: GREATER CONCENTRATIONS MAY CAUSE DAMAGE TO THE FINISH. AVOID EYE AND SKIN CONTACT, FOLLOW PREVIOUS INSTRUCTIONS FOR CLEANING AND RINSING.

Stains

Stains from tar, caulking compounds or similar material may be removed using mineral spirits, then rinsing thoroughly with water. CAUTION: DO NOT USE ABRASIVE OR SOLVENT TYPE CLEANERS OR PAINT REMOVER. THESE MATERIALS MAY SOFTEN OR ACTUALLY REMOVE YOUR FINISH. WHEN USING ANY CHEMICAL AGENTS, OBSERVE MANUFACTURER'S SAFETY PRECAUTIONS AND AVOID EYE AND SKIN CONTACT. Test all cleaning solutions on an inconspicuous surface before applying to broader areas.

This care and maintenance information is intended to be of assistance. Rollex assumes no responsibility for mixing and application procedures beyond its control.

ROLLEX

P.O. Box 97
Galena, KS 66739-0097
USA

TAMKO® BUILDING PRODUCTS LLC

800-641-4691
www.tamko.com

LIMITED WARRANTY INFORMATION

OWNER'S NAME: _____

ADDRESS WHERE INSTALLED: _____

CITY: _____ STATE: _____ ZIP: _____

COMPANY NAME: _____

DATE OF INSTALLATION: _____

TYPE OF TAMKO SHINGLE INSTALLED:

❑ TAMKO Elite Glass-Seal®	300 Months (25 Year) Limited Warranty
❑ TAMKO Heritage®	Limited Lifetime Warranty
❑ TAMKO Proline™ Titan XT®	Limited Lifetime Warranty
❑ TAMKO Proline™ StormFighter IR®	Limited Lifetime Warranty
❑ TAMKO Proline® StormFighter FLEX™ 4	Limited Lifetime Warranty
❑ TAMKO Heritage® Vintage®	Limited Lifetime Warranty

SHINGLE COLOR: _____

NUMBER OF SQUARES: _____

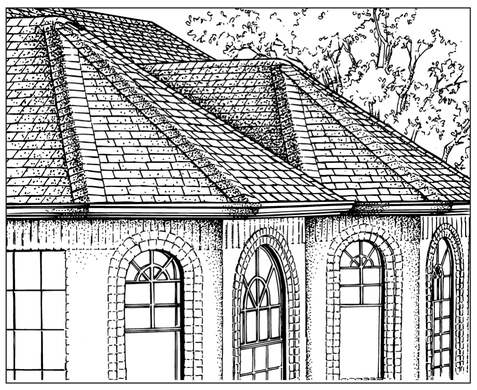
RETAIN THIS LIMITED WARRANTY AND YOUR CONTRACTOR'S RECEIPT(S) FOR FUTURE REFERENCE



Elite Glass-Seal®



Heritage®
Titan XT®
StormFighter IR®
StormFighter FLEX™ 4
Heritage® Vintage®



BUILDING PRODUCTS FOR THE PROFESSIONAL.

TAMKO Building Products LLC is a leading independent manufacturer of residential roofing shingles crafted with American pride for more than 80 years. At TAMKO, the popular Heritage® shingle series and Proline™ shingle series feature the best roofing colors on the market that are backed by a brand name recognized for its rich history, core values of honesty and integrity, quality products and processes, authority with building professionals and support for its community.

©2024 TAMKO Building Products LLC

The Original Owner of TAMKO® Laminated Shingles may transfer this Limited Warranty one time during the first five (5) years of the Term to a Purchaser. The Original Owner of Elite Glass-Seal shingles may transfer this Limited Warranty one time during the first two (2) years of the Term to a Purchaser. All other transfers are "AS-IS" with no warranty of any kind.

TAMKO® BUILDING PRODUCTS LLC
PO Box 97
Galena, KS 66739-0097 USA
800-641-4691
www.tamko.com

TAMKO FIBERGLASS/ASPHALT SHINGLE LIMITED WARRANTY

The Limited Warranty for your Shingles is the version in effect on the date of retail purchase. Information included in this version of the Limited Warranty was current at time of printing. To obtain a copy of the most current version of this Limited Warranty, visit us online at tamko.com or call us at 800-641-4691.

THE REMEDIES CONTAINED IN THIS LIMITED WARRANTY ("Limited Warranty") APPLY ONLY TO SHINGLES INSTALLED IN THE FORTY-EIGHT CONTIGUOUS UNITED STATES AND CANADA (EXCLUDING QUEBEC AND NEW BRUNSWICK). ALL SHINGLES INSTALLED IN LOCATIONS WHERE THE REMEDIES CONTAINED IN THIS LIMITED WARRANTY DO NOT APPLY ARE SOLD "AS IS" AND WITHOUT WARRANTY OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

How Long Will Your Shingles Last: It is natural for your roof to age. The process begins as soon as your Shingles are installed and exposed to the harsh elements of nature. The length of time your Shingles will continue to perform their intended purpose of shedding water will depend on many factors, including weather, snow, intensity of ultra-violet radiation from the sun, pollution, debris from nearby trees, and many other factors. Because no two buildings experience these and other aging factors in the same way, it is difficult to accurately predict the period of time your Shingles will last. This Limited Warranty, subject to its terms and conditions, provides you a remedy during the Term (as defined below) in the event a manufacturing defect causes your Shingles to fail to perform their intended purpose of shedding water.

Definitions - In this Limited Warranty, certain capitalized words have specific meanings:

"Application Instructions" are the full and official application instructions found at tamko.com, which should be reviewed prior to and followed during any installation. For your convenience, abbreviated application instructions are printed on the wrapper.

"Full Start Period" means the initial period of the Term during which TAMKO's obligation is not prorated and includes the reasonable cost of labor necessary to install applicable replacement Shingles. The length of the Full Start Period is listed in Table 1.

"High Wind Application" means application of your TAMKO Laminated Shingles in strict accordance with the High Wind Warranty Fastening Pattern Application Instructions. (See local building codes for additional nailing requirements.) If all High Wind Application requirements are not followed, the Standard Application Wind Warranty (as set forth below) wind velocity applies.

"Laminated Shingles" means the laminated asphalt shingles as set forth in Table 1, which includes Heritage, Proline Titan XT, Proline StormFighter IR, Proline StormFighter FLEX 4, and Heritage Vintage.

"Lifetime" means the period of time beginning with the date of retail purchase of the Shingles and continuing as long as the Original Owner or a Purchaser, as defined below, owns the building upon which the Shingles are installed.

"Limited Wind Warranty Term" means the period of time the Limited Wind Warranty lasts, beginning on the date of retail purchase of the Shingles and continuing for the length of time set forth in Table 1.

"Original Owner" means the owner of the building at the time the Shingles are installed on that building. If you purchase a new residence from its builder and are the first person to occupy the residence after its construction, TAMKO will consider you to be the Original Owner even though the Shingles were already installed.

"Purchaser" means someone who purchases from the Original Owner the building upon which the Shingles are installed, but only if the purchase occurs within the first five (5) years for TAMKO Laminated Shingles or within the first two (2) years for Elite Glass-Seal Shingles and the Original Owner and Purchaser comply with the requirements in this Limited Warranty in the section labeled "Transferability."

"Shingles" or **"Products"** means the TAMKO shingles identified in Table 1 in this Limited Warranty which were installed on a building owned by the Original Owner.

"Single-Family Structure" means owner occupied, single family, residential structures and does not include: (a) multifamily, non-residential or non-owner-occupied structures; (b) structures owned by a corporation, partnership, limited liability company, trust, governmental entity, religious entity, school district, condominium, homeowner association, or cooperative housing arrangement; or (c) buildings such as schools, apartment buildings, office buildings, multi-use structures or any other type of building or premises not owned by an individual homeowner for his or her own residence.

"TAMKO" means TAMKO Building Products LLC.

"Term" means the period of time this Limited Warranty lasts. The Term begins on the date of retail purchase of the Shingles and continues, unless sooner terminated, for the length of time set forth in Table 1. For TAMKO Laminated Shingles installed on a Single-Family Structure, the Term is the period of time during which the Original Owner or Purchaser owns the building. For TAMKO Laminated Shingles installed on structures other than Single-Family Structures, the Term is 480 months. For Elite Glass-Seal Shingles, the Term is 300 months.

TAMKO Full Start Period: If, during the Full Start Period, TAMKO determines (subject to the provisions of this Limited Warranty) that the Shingles that have been installed in strict accordance with the Application Instructions have manufacturing defects that have directly caused leaks, TAMKO will compensate the Original Owner or Purchaser for: (a) the reasonable cost of replacement Shingles to repair or replace such defective Shingles, and (b) the reasonable cost of labor directly required for installing such replacement Shingles (excludes tear-off, removal, disposal and accessories). This is TAMKO's maximum obligation during the Full Start Period.

After the Full Start Period: If, after the end of the Full Start Period, TAMKO determines (subject to the provisions of this Limited Warranty) that the Shingles that have been installed in strict accordance with the Application Instructions have manufacturing defects that have directly caused leaks, TAMKO's obligation is limited to providing the Original Owner or Purchaser with the reasonable cost of replacement Shingles to repair or replace such defective Shingles. The reasonable cost of replacement Shingles and the quantity of such replacement Shingles will be prorated. This is TAMKO's maximum obligation after the Full Start Period.

TAMKO IS NOT RESPONSIBLE FOR ANY COST OF LABOR AFTER THE FULL START PERIOD.

For Elite Glass-Seal shingles, proration shall be determined by dividing the number of months remaining in the Term by the total number of months of the Term. For example, if TAMKO is notified of a warranty claim at a time when 100 months remain in a 300-month warranty Term, TAMKO's maximum obligation is to provide payment of one third of the reasonable cost of replacement Shingles. The remaining cost shall be the responsibility of the Original Owner or Purchaser.

For TAMKO Laminated Shingles, after the Full Start Period and until the end of the 40th year of the Term, the prorated remedy will be equal to the reasonable cost of replacement Shingles or the quantity of such replacement Shingles reduced by 2% for each year elapsed during the Term. Beginning with the 41st year and continuing for the remainder of the Term, the prorated remedy will be equal to 20% of the reasonable cost of replacement Shingles or the quantity of such replacement Shingles. The remaining cost shall be the responsibility of the Original Owner or Purchaser.

TABLE 1.

SHINGLE	TERM	FULL START® NON-PRORATED WARRANTY PERIOD	STANDARD APPLICATION WIND WARRANTY	HIGH WIND APPLICATION WARRANTY	LIMITED WIND WARRANTY TERM	ALGAE CLEANING TERM
Proline® Titan XT®	Limited Lifetime*	10 years	110 mph	160 mph	15 years	120 months
Proline™ StormFighter IR®	Limited Lifetime*	10 years	110 mph	160 mph	15 years	120 months
Proline™ StormFighter FLEX™ 4	Limited Lifetime*	10 years	110 mph	160 mph	15 years	120 months
Heritage®	Limited Lifetime*	10 years	110 mph	130 mph	15 years	120 months
Heritage® Vintage®	Limited Lifetime*	10 years	110 mph	130 mph	15 years	120 months
Elite Glass-Seal®	300 months	5 years	60 mph	–	5 years	120 months

* Lifetime applies only to Shingles installed on a Single-Family Structure. The Term is 480 months for Shingles installed on non-Single-Family Structures.

120 Month - Algae Cleaning Limited Warranty: If, during the initial twelve months after installation, the Shingles become significantly stained by certain algae growth, including blue-green algae, TAMKO (subject to the provisions of this Limited Warranty) will issue to the Original Owner or Purchaser a payment for the reasonable cost of labor required to clean the Shingles exhibiting stains (up to a maximum of $15 per one hundred square feet of affected roof area). After the initial twelve months after installation, the reasonable cost of cleaning will be prorated over the remaining months of this Algae Cleaning Limited Warranty by dividing the number of months remaining in the Algae Cleaning Limited Warranty by 120. For example, if TAMKO is notified of an Algae Cleaning Limited Warranty claim at a time when 40 months remain in the 120-month Algae Cleaning Limited Warranty, TAMKO's maximum obligation is to provide payment for one third of the reasonable cost of cleaning the Shingles exhibiting stains (up to a maximum of $5 per one hundred square feet of affected roof area). TAMKO shall have no obligation or responsibility for cleaning Shingles: (a) after the initial 120 months after installation, or (b) if the Shingles are not significantly stained by algae growth.

Limited Wind Warranty: This Limited Wind Warranty applies only if: (a) the Shingles were installed in strict accordance with Application Instructions, and (b) the Shingles have had the opportunity to seal down.

1. **Cool Weather Installation -** Shingles that are installed in cool seasons may not seal until weather conditions are adequate to allow the seal down strip to activate and may be vulnerable to blow-offs and wind damage that would not be covered under this Limited Warranty. Shingles that are not exposed to direct sunlight or adequate temperatures may never seal. Failure to seal under these circumstances is not a manufacturing defect and is not covered by this Limited Wind Warranty.
2. **Remedy -** If conditions (a) and (b) have been met and during the Limited Wind Warranty Term the Shingles are damaged or blown off by winds at or below the designated wind velocity (see Table 1) as a result of a manufacturing defect, TAMKO will process the Original Owner's or Purchaser's claim in accordance with the sections titled "TAMKO Full Start Period" or "After the Full Start Period," whichever is applicable. Alternatively, TAMKO may, solely at its option, provide the Original Owner or Purchaser with the reasonable labor cost of manually sealing unsealed Shingles and replacing Shingles that have blown off.
3. **How is Wind Exposure Determined?** Shingles will be conclusively deemed to have been exposed to winds in excess of the designated wind velocity for the product if the National Weather Service or other reputable weather agency records winds or gusts in excess of the designated wind velocity for the Shingles in the county, parish, regional district or municipality where the Shingles are installed or in any adjoining county, parish, regional district or municipality. Exposure of the Shingles at any time to winds or gusts in excess of the designated wind velocity for the product shall extinguish all obligations of TAMKO under this Limited Wind Warranty.

LIMITATIONS DURING AND AFTER THE FULL START PERIOD AND FOR ANY COVERAGE UNDER THIS LIMITED WARRANTY:

1. TAMKO is responsible for payment only after any and all terms and conditions specified in this Limited Warranty have been fulfilled.
2. TAMKO will be solely responsible for reasonably determining the extent of replacement and any costs, including without limitation, costs of any required labor, cost of replacement Shingles, cost of algae cleaning, cost of sealing Shingles, and cost of installing replacement Shingles.
3. TAMKO is not responsible for the cost of any materials (including, but without limitation, underlayment, flashings, metal work, etc.), or labor to install any materials other than the replacement Shingles (as provided herein), or for the cost of tearing off, removing or disposing of Shingles that are to be replaced.
4. TAMKO reserves the right to arrange directly for your Shingles to be repaired, replaced, or cleaned.
5. The remedy under this Limited Warranty is available only for Shingles actually exhibiting manufacturing defects at the time the claim is settled. Replacement Shingles will be warranted only for the remainder of the original Term.
6. **ACCEPTANCE OF PAYMENT BY ORIGINAL OWNER OR PURCHASER SHALL IMMEDIATELY TERMINATE ALL OBLIGATIONS OF TAMKO FOR THE SHINGLES, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES CONTAINED HEREIN OR HEREUNDER AND ANY APPLICABLE IMPLIED WARRANTIES AND CONDITIONS INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE**.

Exclusions from Coverage: There are many reasons why roofs fail, including but not limited to the following matters, all of which are beyond TAMKO's control. TAMKO shall not be liable under any circumstances and shall have no obligation under this Limited Warranty or otherwise for, without limitation, the following matters:

1. Shingles that have been: (a) improperly applied, stored or handled; (b) installed without adequate ventilation; (c) not installed in strict accordance with Application Instructions and standard good roofing practices; or (d) installed over roof decks with polyurethane foam applied to the underside of the roof deck.
2. Shading, staining, discoloration or damage from any cause whatsoever, including, but not limited to algae (except as provided in the Algae Cleaning Limited Warranty set forth in this document), moss, fungus, overhanging trees, other biological growth, birds, or animals.
3. Leaks or damages resulting from Acts of God [including, but without limitation, lightning, ice damming, wind (except as set forth in the Limited Wind Warranty), hurricane or tornado (regardless of wind velocity), hail, or other storm or casualty]; acid rain; impact of objects; damage to a roof due to movement, settlement, distortion, failure, defects or cracking of the building or its roof deck, walls or foundation; or for any defect in or failure of material used as a roof base over which the Shingles are applied; or for damage by traffic on the roof.
4. Damage to the Shingles as a result of exposure to chemicals including, but not limited to, aliphatic or aromatic solvents, gases, chlorinated hydrocarbons, turpentine, oils or organic or inorganic polar materials.
5. Leaks or damage to the Shingles from any cause other than an inherent manufacturing defect in the Shingles.

In addition to the foregoing, TAMKO shall not be liable under any circumstances and shall have no obligation under this Limited Warranty or otherwise for direct or indirect economic damages, or for consequential, incidental or punitive damages of any kind (some states do not permit exclusion of consequential or incidental damages so this exclusion may not apply to you), damage to any building, either exterior or interior (including without limitation, mold growth), or any property contained therein or for injuries or damages of any kind whatsoever; or for removal or abatement of any asbestos present in the building on which the Shingles are applied.

Notification to TAMKO: The Original Owner or Purchaser must notify TAMKO of claims under this Limited Warranty within thirty (30) days following discovery of the potential problem with the Shingles. Visit The TAMKO Warranty Center at www.tamko.com/warrantycenter or contact TAMKO by telephone at 800-441-7190 to learn more about submitting a claim. The notice must include documentary proof of Purchase. Failure to notify TAMKO as provided shall immediately terminate all obligations of TAMKO for the Shingles, including, but not limited to, all warranties contained herein or hereunder and any applicable implied warranties and conditions including warranties or conditions of merchantability and fitness for a particular purpose. NOTE: Notice to your contractor, dealer, or home builder is NOT notice to TAMKO. You should keep this Limited Warranty for your records in the event you need to file a claim.

Right of Inspection and Time for Payment: TAMKO shall have a reasonable time after notification of a claim to inspect the Shingles. The Original Owner or Purchaser shall provide TAMKO with reasonable access to the Shingles for purposes of inspection. If requested by TAMKO, the Original Owner or Purchaser must complete and deliver to TAMKO, at the Original Owner's or Purchaser's expense, a warranty questionnaire, photographs of the roof and samples of two Shingles that were originally installed on the roof. If reasonable access is denied or made subject to unreasonable conditions, or if the Original Owner or Purchaser fails or refuses to cooperate in TAMKO's investigation of the complaint (such as by failing to provide sample Shingles or photographs or a completed warranty questionnaire), TAMKO's obligation under this Limited Warranty shall immediately terminate. If TAMKO determines there are manufacturing defects covered by this Limited Warranty, TAMKO will have a reasonable time after the inspection of the Shingles to process the claim. Unless authorized in writing by TAMKO, any claim for Shingles that have been replaced or repaired prior to resolution of your claim by TAMKO may be denied.

Transferability: The Original Owner of TAMKO Laminated Shingles may transfer this Limited Warranty one (1) time during the first five (5) years of the Term to a Purchaser of the building upon which the Shingles are installed. The Original Owner of Elite Glass-Seal shingles may transfer this Limited Warranty one (1) time during the first two (2) years of the Term to a Purchaser of the building upon which the Shingles are installed. The transfer must occur simultaneously with the sale of the building. To transfer this Limited Warranty, the Original Owner must provide TAMKO with written notice within thirty (30) days after the transfer. The written notice must include the names of the Original Owner and the Purchaser, the address of the building upon which the Shingles are installed, the date of retail purchase of the Shingles, and the date of the transfer. The Original Owner may transfer this Limited Warranty only one (1) time. Except for one transfer to a Purchaser as stated above, this Limited Warranty may not be sold, assigned or transferred in any manner whatsoever. All other transfers are "AS-IS" with no warranty of any kind. Neither a Purchaser nor any other person may transfer this Limited Warranty. Except as set forth in this paragraph, any assignment, sale or transfer of this Limited Warranty or the building to which the TAMKO Shingles are applied shall immediately terminate all obligations of TAMKO for the Shingles, including, but not limited to, all warranties contained herein or hereunder and any applicable implied warranties and conditions including warranties or conditions of merchantability and fitness for a particular purpose.

Class Action Waiver: YOU AND TAMKO AGREE THAT ALL CLAIMS, DISPUTES, OR ACTIONS BETWEEN US ARISING FROM OR RELATING TO THE PRODUCTS AND/OR THIS LIMITED WARRANTY WILL BE ARBITRATED CONSISTENT WITH THE ARBITRATION AGREEMENT BELOW (OR, IF ARBITRATION IS NOT PERMITTED BY LAW, LITIGATED) INDIVIDUALLY AND NEITHER PARTY WILL CONSOLIDATE, OR SEEK CLASS TREATMENT UNLESS PREVIOUSLY AGREED TO IN WRITING BY BOTH YOU AND TAMKO.

MANDATORY BINDING ARBITRATION: EVERY CLAIM OR CONTROVERSY BETWEEN YOU AND TAMKO AND/OR ITS EMPLOYEES AND AGENTS (COLLECTIVELY "TBP"), ARISING FROM OR RELATING TO THE PRODUCTS AND/OR THIS LIMITED WARRANTY SHALL BE RESOLVED BY FINAL AND BINDING INDIVIDUAL ARBITRATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE THE RIGHT TO BRING OR PARTICIPATE IN A CLASS, COLLECTIVE, REPRESENTATIVE, MASS OR PRIVATE ATTORNEY GENERAL ACTION IN ARBITRATION OR LITIGATION. NOTWITHSTANDING THE FOREGOING, INDIVIDUALS WHO PURCHASED THE PRODUCTS FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES AND TBP MAY ELECT TO HAVE A CLAIM HEARD IN ANY SMALL CLAIMS COURT HAVING JURISDICTION PROVIDED THE CLAIM IS MADE AS AN INDIVIDUAL ACTION AND IS NOT REMOVED OR APPEALED TO A COURT OF GENERAL JURISDICTION. TO ARBITRATE AN ACTION AGAINST TBP, YOU MUST INITIATE THE ARBITRATION IN ACCORDANCE WITH THE APPLICABLE RULES OF THE AMERICAN ARBITRATION ASSOCIATION (WWW.ADR.ORG), OR OTHER ARBITRATION SERVICE AGREED TO IN WRITING BY YOU AND TBP AND PROVIDE WRITTEN NOTICE TO TAMKO BY CERTIFIED MAIL AT PO BOX 97, GALENA, KS 66739-0097. THE ARBITRATOR SHALL HAVE THE AUTHORITY TO RENDER THE SAME INDIVIDUALIZED RELIEF AS A COURT OF COMPETENT JURISDICTION WHEN RESOLVING DISPUTES REGARDING THE PRODUCTS AND/OR THIS LIMITED WARRANTY, INCLUDING THE AUTHORITY TO IMPOSE ANY SANCTIONS AVAILABLE UNDER FEDERAL RULE OF CIVIL PROCEDURE 11. THE ARBITRATOR SHALL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ANY DISPUTE RELATING TO THE INTERPRETATION, APPLICABILITY, ENFORCEABILITY OR FORMATION OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY CLAIM THAT ALL OR ANY PART OF THIS AGREEMENT IS VOID OR VOIDABLE, OR ANY CLAIM THAT A PARTY HAS INITIATED A MASS ACTION IN VIOLATION OF THE MASS ACTION WAIVER IN THIS AGREEMENT, WHICH SHALL BE ADDRESSED BY AN AAA PROCESS ARBITRATOR. WHEN ALLOWED BY THE RULES OF ARBITRATION, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ITS COSTS AND REASONABLE ATTORNEY'S FEES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SHOULD ANY CLAIM OR CONTROVERSY NOT BE SUBJECT TO ARBITRATION (OTHER THAN IN SMALL CLAIMS COURT) YOU WAIVE THE RIGHT TO A JURY TRIAL AND CONSENT TO THE EXCLUSIVE JURISDICTION OF THE FEDERAL AND STATE COURTS IN CHEROKEE COUNTY, KANSAS. ANY CLAIM OR CONTROVERSY BETWEEN YOU AND TBP SHALL BE GOVERNED BY THE LAWS OF THE STATE OF KANSAS WITHOUT REGARD TO CONFLICT OF LAW RULES.

Actions Must Be Commenced Within One Year: Any action relating to the Shingles or this Limited Warranty must be brought within one year after any initial cause of action has accrued. No claims will be allowed after this one-year period has expired. In jurisdictions where statutory claims or implied warranties and conditions cannot be excluded, all such statutory claims, implied warranties and conditions and all rights to bring actions for breach thereof expire one year (or such longer period of time if mandated by applicable laws) after the date of retail purchase of the Shingles. Some states do not allow limitations on how long an implied warranty or condition lasts, so the above limitations may not apply to you.

DISCLAIMER OF ALL IMPLIED WARRANTIES AND LIMITATION OF REMEDIES: Remedies contained in this Limited Warranty are exclusive and represent the sole remedies available to the Original Owner, Purchaser or any other person or entity for all matters regarding the Shingles. **IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF TAMKO BUILDING PRODUCTS LLC, INCLUDING BUT NOT LIMITED TO DIRECT AND INDIRECT ECONOMIC DAMAGES, AND INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES, ARE EXCLUDED.** Some states do not allow exclusion or limitation of implied warranties or consequential or incidental damages so the above limitations or exclusions may not apply to you. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. **INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION HEREIN (EXCEPT THE CLASS ACTION WAIVER AND MANDATORY BINDING ARBITRATION PROVISIONS) SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION, ALL OF WHICH SHALL REMAIN IN FULL FORCE AND EFFECT. IN THE EVENT THE CLASS ACTION WAIVER AND/OR THE MANDATORY ARBITRATION PROVISIONS ARE DETERMINED TO BE INVALID OR UNENFORCEABLE, THE ENTIRETY OF THIS LIMITED WARRANTY (EXCEPT THIS PARAGRAPH) SHALL BE NULL AND VOID AND THE SHINGLES ARE SOLD AS-IS AND WHERE IS, WITH NO WARRANTY OF ANY KIND.**

NO REPRESENTATIVE, EMPLOYEE OR OTHER AGENT OF TAMKO, OR ANY PERSON OTHER THAN TAMKO's PRESIDENT, HAS AUTHORITY TO MODIFY OR WAIVE ANY PROVISIONS OF THIS LIMITED WARRANTY OR ASSUME FOR TAMKO ANY ADDITIONAL OBLIGATIONS OR RESPONSIBILITY IN CONNECTION WITH THE SHINGLES.

This form is not to be copied or reproduced in any manner. This Limited Warranty applies to TAMKO Shingles sold on or after August 1, 2024. The Limited Warranty for your Shingles is the version in effect on the date of retail purchase.

IF YOU ARE NOT SATISFIED WITH THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY, RETURN ALL UNOPENED MARKETABLE PRODUCTS TO THE ORIGINAL PLACE OF PURCHASE FOR A REFUND.

COMPLETE FORM ON REVERSE SIDE AND KEEP FOR YOUR RECORDS

41001460
Rev. 08/01/2024

VITREOUS CHINA WARRANTY

LIMITED LIFETIME WARRANTY – Vitreous China

Gerber Plumbing Fixtures LLC (Gerber) warrants to the original purchaser of this product that the vitreous china will be free from defects in material and workmanship under intended use for as long as it is owned by the original purchaser.

TEN (10) YEAR LIMITED WARRANTY - Pressure Vessels

Gerber warrants to the original purchaser of this product that the pressure vessel will be free from defects in material and workmanship under intended use for a period of ten (10) years from the date of original purchase, as shown on the original consumer-purchaser's receipt if purchased on or after November 1, 2004.

FIVE (5) YEAR LIMITED WARRANTY ON OTHER PARTS

Gerber warrants to the original consumer-purchaser of this product that all parts not mentioned above included as original equipment except toilet seats will be free from defects in material and workmanship under reasonable use for a period of five (5) years from the date of original purchase.

Toilet seats shall be covered to the extent indicated by the original equipment suppliers' warranties

As the exclusive remedy for any breach of the above warranties, Gerber agrees, at Gerber's option, to repair or replace these products or any parts thereof, which prove, upon inspection by Gerber, to be defective in material or workmanship during the above stated periods of warranty coverage.

Gerber will not be liable for any labor, shipping, freight, or any other costs or charges incurred in connection with removal or replacement of the product or otherwise acting upon the above warranties, or for any costs associated with repair or replacement of any other personal property, building or installation materials. Installation or use of the product not in accordance with product instructions or improper use, abuse or neglect of, or accident to the product, or moving the product from the location of its original installation will void the above warranties. Damage to the finish or performance of any components caused by the use of cleaning solvents/chemicals or improper cleaning methods (i.e. in-tank bowl cleaners) will also void the above warranties.

This limited warranty does not cover deterioration caused by normal wear and tear.

If the Federal Consumer Product Warranties Act applies to the original purchaser of this product, then any implied warranties which may be applicable under state law, such as any implied warranty of merchantability or any implied warranty of fitness for a particular purpose, are limited to one (1) year.

Other than as described above, Gerber disclaims any and all other warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose. In no event shall Gerber be liable to anyone, including without limitation the original purchaser, for any damages for loss of business opportunities or profits or any business interruption or for any special, incidental or consequential damages.

The above warranties give you specific legal rights, and you may also have other rights which vary from state to state. Certain federal and state laws may limit or disallow disclaimers of incidental or consequential damages and/or limitations on implied warranties.

To obtain warranty service, contact your local dealer and/or contractor from whom you purchased this product or contact Gerber Plumbing Fixtures LLC, 2500 Internationale Parkway, Woodridge, IL 60517. For warranty to issues related to Eco Flush, contact WDI at 1-800-391-9821. For warranty issues related to Flushmate®, contact Sloan Flushmate® at 800-533-3450.

July 2010

RESIDENTIAL WATERPROOF LAMINATE LIMITED WARRANTY

Shaw Industries, Inc. (“the Company”) warrants its flooring products under this Limited Residential Warranty when used in the proper fit for use indoor residential applications. The warranty belongs to you, the original end-use purchaser, and begins when you purchase the flooring and extends for the limited warranty period stated on the product specification. The basis of any warranty related claim is the original “Company” invoice or authorized “Company” dealer. The flooring must be installed in accordance with the Company’s installation guidelines and specifications. The product must be maintained in accordance with the Company’s maintenance recommendations and such maintenance continues throughout the duration of the original installation. Damage resulting from a failure to follow installation and cleaning/maintenance guidelines will not be covered under this warranty. Installation guidelines, specifications, and product care recommendations can be obtained from your dealer. For additional information, please visit Shawfloors.com .

WHAT THE WARRANTY COVERS

Manufacturing Defects – The Company warrants that the flooring product will be free from manufacturing defects during the period of this warranty.

Wear – The Company warrants the product will not wear through to the decor layer under normal use during the period of this warranty. Normal use is defined as light to moderate foot traffic.

Waterproof Warranty - This warranty covers topical moisture as long as the water does not flow over the edge of the surface (edge of the room, cut boards, etc.). Shaw warrants that for the lifetime of stated warranty period from the date of original purchase, your Shaw product will not swell, cup or crack due to:

- Normal cleaning practices (see care and maintenance document for additional information).
- Moisture due to everyday household spills (see care and maintenance document for additional information).

While moisture will not affect the product’s integrity, it is possible that, when excessive moisture accumulates in buildings, subfloors, or on building materials, mold (and/or) mildew growth can occur - particularly if the moisture problem remains undiscovered or unaddressed. In addition, such excessive moisture levels can cause the ends and/or sides of the product to lift/flare due to the vapor pressure from underneath. Such damage from excessive moisture levels (as outlined in the installation instructions document) is not covered by this warranty. All sources of subfloor moisture should be remedied prior to installation.

Pet Warranty - The Company warrants that your floor will resist staining caused by pet (domestic cat or domestic dog) stains including urine, feces, and vomit. Stain resistance means the ability of your floor to resist (i.e., minimize or withstand) permanent stains. Cleaning of the affected area should begin immediately upon discovery. The more time that elapses before removal, the more difficult a stain will be to remove.

The Limited Pet Warranty DOES NOT COVER: Any urine, feces, or vomit stains other than domestic pet. This warranty is limited to the cost of replacing the damaged planks/tiles only - not the entire floor.

Scratch Warranty - Our Scratch Technology will extend the life and beauty of the flooring surface by offering resistance to scratches that occur through normal, day-to-day residential use and cleaning. For the purpose of this warranty, a “scratch” is defined as “a permanent (not removable by cleaning) break or score in the flooring’s surface caused by a sharp or pointed object”. To be covered by this warranty, the scratch must be evident in size and visible from a standing position in normal lighting. This warranty is limited to the cost of replacing the damaged planks/tiles only - not the entire floor.

No flooring surface is “scratch-proof” - heavy and sharp objects can and will severely damage any floor if the right precautions aren’t taken. As such, this warranty does not cover damage incurred due to abuse/negligence, abnormal environmental conditions or use contrary to care instructions.

Examples of damage not covered by this warranty would include, but not limited to damage from the following:

- Gouging from sharp objects such as, but not limited to, knives or scissors.
- Broken or improperly maintained caster wheels with sharp edges that result in gouging or scratching.

For reference purposes only if printed or downloaded.

- Broken or improperly maintained furniture, table or chair feet with sharp or damaged edges/surfaces that result in gouging or scratching.
- Severe impact from falling objects.
- Scratching, gouging, or damage from heavy appliance movement or heavy furniture movement.
- Debris tracked in on shoes from the outside, such as, but not limited to, rocks, that result in gouging or scratching.

Below are recommended precautions that are commonly and effectively taken to greatly reduce the possibility of incurring scratches/gouges to flooring:

- Always utilize protective coverings/pads/felt on the feet of furniture, chairs and tables. Maintain and replace frequently to reduce propensity for damage.
- Chairs/furniture with casters should be fitted with soft rubber wheels, an adequate protective mat or protective caster cups placed under the furniture.
- Walk off mats at every outside entrance should be utilized to limit the floors exposure to abrasive debris.

WHAT CONDITIONS APPLY

For jobsite and floor preparation conditions, see product specific installation guidelines. Any moisture related testing (i.e. relative humidity, pH, and calcium chloride) is the responsibility of the installer.

This limited warranty does not cover the following: damage caused by improper installation and/or maintenance; differences in color between products and samples or photographs; problems arising from excessive moisture, alkali or water pressure from the subfloor; indentation from improper loading including heavy static loads, spiked shoes such as high heels without rubber heel tips, cleats, skates or toys that cause gauging or scratching, rolling loads, broken chairs or furniture that results in scratching, gouging, discoloration, including but not limited to discoloration from U.V. light and heat sources, gouging from exclusions listed above, changes in shading, texture and/or gloss during use, damage caused by chemically reactive material, dye, mold, stains, spillage, burns, gouges, scratching, indentations, floods, accidents, abuse or any harsh scouring pads while buffing, and/or damage due to thermal heat sources.

This limited warranty excludes all casualty events involving water coming in contact with your floor and failures normally covered by homeowners' insurance including, but not limited to, damages caused by flooding or standing water from leaky pipes, faucets, or household appliances. Also excluded are damages caused by flooding or standing water from hydrostatic pressure or other casualty events.

Shaw products are not warranted against squeaking, popping or crackling. Some squeaking, popping, or crackling is possible when installed using floated methods, or glued methods, or fastened methods.

WHAT IF YOU NEED WARRANTY SERVICE

You, the original purchaser, will contact your authorized Company Dealer and/or Sales Representative for warranty or claim service. Please provide valid proof of purchase and a detailed description of the issue, along with photographs showing the concern. Samples should be submitted for testing when available.

Dealers/Shaw Sales Representatives will file a claim via www.shawnow.com and submit the information you provided. A Shaw claims representative will thoroughly evaluate your claim. Claims contact information: Shaw Industries Financial Services, PO Box 2128, Dalton, GA 30722 - 1-800-446-9332 option 2.

WHAT WILL SHAW DO

Replacement flooring will come from current running-line products comparable to the warranted product.

Within Two Years: Claims on defects of this product as covered by this warranty that are reported in writing within two years of purchase, Shaw will arrange a credit based on the original purchase of the product or replace the product. If professionally installed, reasonable labor costs are included.

After Year Two: Claims on defects of this product, as covered by this warranty, that are reported in writing after two years of purchase and within the specified warranty coverage term, Shaw will arrange a credit based on the original purchase of the product or replace the product. Labor costs are not included.

Should a defect covered under this warranty be found, the affected area will be repaired to conform to the warranty. If repair is not practical, the Company may, at its sole option, replace the affected flooring or refund the proportional purchase price for the affected

area. The Company will pay the reasonable costs for freight and labor. Any additional costs incurred will be at the consumer's expense.

NOTE: The warranty is not transferable. It extends only to the original end use purchaser. Shaw Industries Inc. does not grant to any person or entity the authority to create for it any obligation or liability in connection with this product. Shaw Industries Inc. shall not be liable to the consumer or any other person or entity for any incidental, special or consequential damages, arising out of breach of this limited warranty or any implied limited warranty (excluding merchantability).

All implied warranties, including an implied warranty of merchantability or fitness for a particular purpose, are hereby limited to the duration of this limited warranty. Some states do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the purchaser. This warranty gives the purchaser specific legal rights, such rights may vary from State to State.

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Therma-Tru® Fiberglass and Steel Door Systems

Fiberglass – Classic-Craft®, Fiber-Classic®, Smooth-Star®, and Pulse® Door Systems
Steel – Pulse®, Profiles™, Traditions, and Therma-Tru® Fire Door Steel-Edge Door Systems

Residential Limited Warranty

For Purchases Made on or After January 1, 2015

1. WHAT THE LIMITED WARRANTY COVERS AND FOR HOW LONG

a) PRODUCT DEFINITION:

THERMA-TRU® DOOR SYSTEM ("Product") consists of a Therma-Tru fiberglass or steel door slab(s) named above and the following parts when they are genuine Therma-Tru components: sidelites, any applied or inserted panels, dentil shelf, simulated divided lites on doors and sidelites, glass lite inserts with Therma-Tru logo glass temper blaze, wood grilles, hinges, weatherstrip, door bottom sweep (gaskets), rain deflector, rain guard, sill pan, screens, internal grids, corner seal pads, door sill, astragal, steel door frame, rot-resistant jambs, rot-resistant mullions, rot-resistant brickmould and multi-point locking system door handles and lockset (on fiberglass Products only). This Limited Warranty applies only when all of these parts are genuine Therma-Tru components. Other all-wood parts including primed Pine jambs, primed Pine mullions, primed Pine brickmould, Oak jambs, Oak mullions, Oak brickmould, mull casing, and steel Product's locking systems are not covered by this Limited Warranty.

b) COVERAGE:

Subject to the limitations and exclusions below, and for the duration of the applicable stated Warranty Period, Therma-Tru warrants that Products purchased and installed in the USA or Canada:

NON-GLASS COMPONENTS: Are free from non-conformities in material and workmanship. All hinges in fiberglass and steel Product, and multi-point locking systems installed in a fiberglass Product are also warranted against non-conformities in the mechanical and locking mechanism (excluding (i) installations within 5 miles of a body of salt water, (ii) the finish, and (iii) multi-point locking systems installed in steel Products). See Section 2a "WHAT THIS LIMITED WARRANTY DOES NOT COVER" for clarification.

GLASS COMPONENTS: Are free from non-conformities in material and workmanship resulting in internal glazing failure, seal failure, internal insert slippage, and permanent and material visual obstruction from moisture or dust film formation in the air space of the sealed glass unit.

NOTES ABOUT TIMELY FINISHING OF DOOR SYSTEMS:

- For continued warranty coverage, all fiberglass Therma-Tru door systems (Products) must be finished within 6 months of the installation date; and all steel Therma-Tru door systems (Products) must be finished within several days of the installation date. However, all bare or unprotected wood surfaces (such as door frames) on all steel and fiberglass Products (including any bare or unprotected wood surfaces used or exposed by builders, contractors, dealers, or distributors on or in conjunction with the Products) should be primed and painted, or stained and top coated within the lesser of 2 weeks of installation or exposure to weather. All doors must have all 6 sides finished. (Note: If a genuine Therma-Tru door bottom sweep (gasket) is properly applied by the builder, contractor, dealer, or distributor to the bottom edge of the door, then only the 5 remaining sides of the door require finishing.) For all doors, sides, top and bottom must be inspected and maintained as regularly as the front and back face surfaces. All PVC lite frames and simulated divided lite bars must be finished within 30 days of installation and are not recommended for use behind storm doors or if exposed to direct sunlight to be painted dark colors.
- Improper or untimely finishing of the Product by the Warranty Holder or its agents (i) increases the chance for Product damage of the type which is NOT COVERED by this Limited Warranty and (ii) increases the preparatory work that must be performed by the Warranty Holder or its agents in order to properly finish and maintain the Product in a manner not inconsistent with Therma-Tru's recommendations and instructions. This is particularly a consideration for steel Products.
- Therma-Tru Same-Day® Stain finishing product is recommended for staining and top coating fiberglass Products that do NOT have a Therma-Tru factory-applied exterior finish, that is, for Classic-Craft®, Fiber-Classic®, and Pulse® Product, and is covered by a separate 5-year limited warranty from the date of purchase. (Request a copy for all terms and provisions from Therma-Tru as indicated in Section 6 below or from your builder, dealer, or contractor who installed or sold the Product.)
- See Therma-Tru's recommendations and guidance for proper finishing of fiberglass and steel Products at www.thermatru.com (i) "Recommendations For Proper Finishing and Painting or Staining", and (ii) "Frequently Asked Questions".

SUMMARY OF LIMITED WARRANTY PERIODS FOR PRODUCTS – for Residential Warranty Holders Effective January 2015

This table summarizes for Residential Warranty Holders the Warranty Periods under this Limited Warranty that apply to Products when the following genuine Therma-Tru® manufactured or recommended components are incorporated into the Door System. This table is provided for your convenience ONLY. READ the entire Limited Warranty for the conditions and limitations that apply to this information. Commercial/Multi-Resident Warranty Holders are subject to different Warranty Coverage, Warranty Periods and Transferability restrictions which are stated in Section 1(c) "Warranty Duration".

See Notes (*)	**Fiberglass**	**Steel**		
Door System*	Classic-Craft Fiber-Classic Smooth-Star Pulse	Profiles Wood-Edge Pulse	Traditions Wood-Edge	Therma-Tru® Fire Door Steel-Edge
Warranty Period	Lifetime	10 Years	5 Years	15 Years (10 Years within 5 Miles of Salt Water)
Door a/k/a Door Slab and Panels – Applied or inserted	Yes	Yes	Yes	Yes
Fire-Rated **	Select Product Codes (20-minute**)	Select Product Codes (20-minute**)	Select Product Codes (20-minute**)	90-minute**
Glass Lites – Clear, Low-E, Deco, and lite Frames Glazing, seal, internal insert placement, absence of permanent/material obstruction from moisture or dust formation in air space and applied wood grilles	Yes	Yes	Yes (10 Years)	No
Hardware – Hinges Mechanical (excluding (i) installations within 5 miles of a body of salt water and (ii) the finish)	Yes	Yes	Yes	Yes

See Notes (*)	**Fiberglass**	**Steel**		
Door System*	Classic-Craft Fiber-Classic Smooth-Star Pulse	Profiles Wood-Edge Pulse	Traditions Wood-Edge	Therma-Tru® Fire Door Steel-Edge
Lockset – Multi-Point Locking System Mechanical and locking mechanisms (excluding (i) installations within 5 miles of body of salt water, (ii) the finish and (iii) multi-point locking systems installed in steel Products)	Yes	No	No	No
Corner Seal Pad – (excluding normal wear and tear)	Yes	Yes	Yes	Yes
Sills	Yes	Yes	Yes	Yes
Door Bottom Sweep (Gasket) and Weatherstrip – (excluding normal wear and tear)	Yes	Yes	Yes	Yes
Rain guard/Rain deflector – (Optional)	Yes	Yes	Yes	Yes
Aluminum or Stainable Astragal – (Optional)	Yes	Yes	Yes	Yes
Frames – Rot-resistant and sourced from Therma-Tru	Yes	Yes	Yes	Yes
Frames and Framing Components – of any type that are <u>not sourced from Therma-Tru</u> (see Sections 2(a), 12th bullet)	No	No	No	No
Tru-Defense® Door System eligibility and Warranty Rider	***			

*A “door” and a “door system” are not the same. A “door system” is assembled by a person (for example, your builder, contractor, dealer, or distributor) who sources and combines various separate components, including the “door Slab”, into an entry system. If your door system is assembled using all genuine Therma-Tru parts, then you receive far more than just a beautiful door. You are purchasing an entry system in which every component has been manufactured or recommended by Therma-Tru to work together as an integral “door system” ... AND you will get the full benefit of a Therma-Tru door system limited warranty.

**A 20-minute Fire-rated door must be permanently labeled with a fire door certification label to signify that the Product is qualified as Fire-rated. To determine if an eligible door has been machined and is certified for use as a fire door, an official fire door certification label will be affixed, usually between the top and middle hinge, on the edge of the hinge side of the door slab. In the event that a fire door certification label is missing or has been removed, for a Fire-rated door to retain its fire rating it must be field labeled by the certification entity that originally certified the door (usually Warnock Hersey Intertek or Underwriters Laboratories). A Therma-Tru Fire Door (TR12-24) Steel-Edge must be installed with a Therma-Tru Adjusta-Fit® 2 frame with a lock bore sleeve, and a smock and draft intumescent seal to achieve a 90-minute or 60-minute positive pressure rating.

***Tru-Defense Fiberglass Door System: A Therma-Tru Fiberglass door system may qualify for supplemental reimbursement under the Tru-Defense® Door System Warranty Rider that provides for additional payment to the Warranty Holder of up to a maximum of $2,000 reimbursement if water infiltrates under a properly assembled, installed, and maintained fiberglass door system that meets the additional provisions stated in the Tru-Defense® Door System Warranty Rider. A copy of the Tru-Defense® Door System Warranty Rider for Fiberglass Door Systems is available from Therma-Tru Corp., 1750 Indian Wood Circle, Maumee, Ohio 43537, at 1-800-537-5322 or at www.thermatru.com, or from the builder, dealer, or contractor who installed or sold the Product.

c) WARRANTY PERIOD:

Product	Warranty Holder Classification	
	Residential Warranty Holder	Commercial/Multi-Resident Warranty Holder
Fiberglass: • Classic-Craft Doors • Fiber-Classic Doors • Smooth-Star Doors • Pulse Doors	Lifetime[1]	3 Years[3]
Steel: • Profiles (Wood-Edge Doors) • Pulse (Wood-Edge Doors)	10 Years[2]	1 Year[3]
Steel: • Traditions (Wood-Edge Doors)	5 Years[2]	1 Year[3]
Steel: • Therma-Tru Fire Door Steel-Edge Doors	15 Years[2] (10 Years[2] within 5 Miles of Salt Water)	1 Year[3]

[1] Measured from date Product was originally purchased from an authorized dealer and continuing for as long as the original Residential Warranty Holder owns and resides in the premises in which the Product was installed (“Lifetime Limited Warranty”), unless a shorter duration is expressly stated for the Product component. Not transferable.

[2] Measured from date Product was originally purchased from an authorized dealer and continuing for the stated duration period as long as the original Residential Warranty Holder owns and resides in the premises in which the Product was installed during that entire duration period. Not transferable.

[3] Measured from the earlier of the date Product was shipped from Therma-Tru or an authorized dealer; transferable to successor Commercial/Multi-Resident Warranty Holder during and for the balance of the original Commercial/Multi-Resident Warranty Period.

d) WARRANTY HOLDER CLASSIFICATIONS:

RESIDENTIAL WARRANTY HOLDERS: If the Product is installed in (i) a new residential dwelling and the first occupant owns the dwelling or (ii) an existing owner-occupied residential dwelling, and in each case, at the time of installation such owner is also responsible for Product replacement, then that owner is a Residential Warranty Holder. For example, assume the Product is installed in a condominium unit (a “dwelling”) in a multi-resident building. If the first occupant of the condominium unit is the first owner of that unit and is also responsible for Product replacement, then that owner is a Residential Warranty Holder; however, if the owner is not the first occupant or if someone else other than the owner (for example, the condominium association) is responsible for Product replacement, then the owner is not a Residential Warranty Holder.

COMMERCIAL/MULTI-RESIDENT WARRANTY HOLDERS: If the Product is installed under conditions in which no one qualifies as a Residential Warranty Holder as described above, then the warranty holder is the owner of the dwelling or building in which the Product has

been installed at the time of installation (and its builder and contractor). That owner is classified as a Commercial/Multi-Resident Warranty Holder. For example, this includes owners of commercial or investment buildings, or multi-resident premises in which the occupant is not responsible (other than through periodic fees/other assessments) for Product replacement whether or not the occupant owns the residential dwelling unit in the premises (including by example, certain condominiums, town homes, duplexes, apartments, cooperatives).

2. WHAT THIS LIMITED WARRANTY DOES NOT COVER

This Limited Warranty does not include non-conformities or damages attributable to or arising from:

a) GENERALLY:

- General wear and tear, including without limitation wear and tear of weatherstrip, corner seal pads, door bottom sweep (gasket), or the multi-point locking system.
- Minor scratches or minor visual imperfections outside the Product's standard manufacturing and quality specification parameters.
- The finish on a multi-point locking system (door handles and lockset) and hinges is not warranted and is purchased "AS IS". This includes but is not limited to finish discoloration, tarnishing, scratches, abrasions, and visual imperfections. Exposure to certain environmental conditions, including but not limited to salt spray, acid rain, high humidity, or other corrosive elements may adversely affect the coatings on finishes (as well as the mechanical and multi-point locking system (door handles and lockset mechanisms). Timely and proper cleaning of hinges and a multi-point locking system will help to extend the finish appearance (and mechanical mechanisms) and discourage the possibility of rust and corrosion. Hinges and a multi-point locking system (door handles and lockset) should be wiped down periodically with a soft, water-dampened cloth and dried off with a soft dry cloth. Abrasive cleaners or other harsh chemicals should never be used on hinges or a multi-point locking system (door handles and lockset). Maintenance of the finish (and mechanical mechanisms) is the responsibility of the Warranty Holder.
- The mechanical mechanism on hinges installed within 5 miles of a body of salt water.
- The mechanical and locking mechanism on the multi-point locking system if the Product is installed within (5) miles of a body of salt water or installed on any steel Products. The Warranty Holder is responsible for maintaining the mechanical features of hinges and the multi-point locking system in the same manner as noted in the 3rd bullet above. Therma-Tru does not recommend the use of multi-point locking systems with steel Products. If any multi-point locking system is used with steel Products, its use is "AS IS" WITH NO WARRANTIES.
- EXPRESS OR IMPLIED WARRANTIES, INCLUDING NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE OTHER PROVISIONS OF SECTIONS 4 AND 5 OF THIS LIMITED WARRANTY APPLY.
- Negligence; improper use; incorrect installation or finishing (with stain, paint, or varnish, or in any manner); lack of maintenance (including failure to properly maintain finish, see "NOTES ABOUT TIMELY FINISHING OF DOOR SYSTEMS" above); or operation inconsistent with Therma-Tru® recommendations and written instructions that are generally available in Therma-Tru Product Manual as updated by bulletins or other written communications, or on the Therma-Tru website at www.thermatru.com. STEEL PRODUCTS, PARTICULARLY THOSE INSTALLED WITHIN FIVE 5 MILES OF A BODY OF SALT WATER, REQUIRE PROMPT AND CAREFUL INITIAL FINISHING AND MAINTENANCE BY THE WARRANTY HOLDER, INCLUDING PERIODIC CLEANING, FINISHING, AND REFINISHING, AND OTHER REPAIRS in accordance with Therma-Tru's above referenced recommendations and written instructions.
- Improper pre-installation storage, including inadequate shelter or inadequate venting of shipping wrap in humid locations.
- Misapplication of Products or faulty building design or construction, including inadequate flashings, caulking, building settlement, or structural failures of walls or foundations, or inadequate overhangs.
- Installation in locations or a manner that exceeds or deviates from Product design standards and/or testing and certified performance specifications, and/or not in compliance with building codes.
- Product reinstalled after removal from its original installation, except in connection with proper and timely maintenance of components which incur normal wear and tear, such as the weatherstrip, door bottom sweep (gasket), and corner seal pads.
- Rotting, splitting, warping, swelling, or other adverse condition, of or attributed to or arising from a frame system, unless the frame system is a genuine Therma-Tru rot-resistant component part (Therma-Tru Primed Pine or Therma-Tru Oak jambs, mullions and brickmould are not Rot-Resistant components). Use of a non-Therma-Tru frame system by the Warranty Holder (or its door system dealer, distributor, builder, installer, contractor, or other agent) will not automatically void this Limited Warranty. However, while Therma-Tru recommends the use of a rot-resistant or rot-free frame, Therma-Tru does NOT warrant the performance or integrity of any third party frame product (even if the manufacturer claims that its frame product is rot-resistant or rot-free), and therefore, this Limited Warranty will not apply to Product non-conformities or damages attributed to or arising from the rotting, splitting, warping, swelling, or any other condition of a third-party frame product.
- Damages aggravated or worsened because of failure by the Warranty Holder or its agents to timely take reasonable actions to mitigate any alleged damages or failure to file a claim for alleged damages promptly and during the Warranty Period.
- Harsh natural environmental conditions, including by example from substantial exposure to sun, salt spray, or airborne pollutants; other severe conditions including exposure to harsh chemicals or solvents, such as acidic brick washes or stucco leach; or damage from vandalism, or domestic or wild animals.
- Therma-Tru does not manufacture storm doors and is not responsible for any failure of, or any damage caused to, the storm door. PVC lite frames and simulated divided lite bars are not recommended to be installed behind a storm door or to be painted dark colors, if exposed to direct sunlight. However, the use of a properly installed and properly vented storm door along with a Therma-Tru door system does not void this Limited Warranty. The Therma-Tru door system will continue to be subject to the terms and provision of this Limited Warranty.
- Labor for removing, installing, or replacing Product or components or labor for other materials that are removed, reinstalled, or refinished in conjunction with repairing or replacing the Product or component.
- Any painting, staining, scratching, or other alteration of a Therma-Tru factory-applied exterior coating surface of the Products.
- Fading, discoloration, or color change of a Therma-Tru factory-applied color coating that equals or is less than five 5 Delta E units, calculated in accordance with ASTM E 308-85, ASTM E 805-81 and ASTM D 2244-85, effective on the date the Product is manufactured, and which covers less than a material portion of the exterior of the Product. Color change will be measured on an exposed color surface of the Product that has been properly maintained and cleaned of soils, and the corresponding values measured on the original or unexposed color surface. Non-uniform fading or color change is a natural occurrence if the exterior surfaces of the Product are not equally exposed to the sun and other environmental conditions.
- Products not installed in the USA or Canada.

b) GLASS:

- Minor variations in glass color or imperfections that do not affect the structural integrity of the glass or do not permanently and materially obstruct vision from moisture formation between the panes.
- Glass covered with aftermarket window films.
- Accidental glass breakage, including by example caused by debris or foreign objects striking the glass, or breakage that may occur under conditions exceeding the Product's performance parameters.
- Condensation, frost, or mold resulting from humidity within the building and interior/exterior temperature differentials. Note: There is no such thing as a "condensation-free" window in high-humidity conditions. Controlling the amount of moisture in your home is the most effective action you can take to avoid condensation.
- Stresses from localized heat which cause excessive temperature differentials over the glass.
- Post-manufacture dissipation of inert gases (as argon) or the amount of gas in Products with inert gas-filled insulating glass.
- Scratches or other imperfections, unless readily observable more than 4 feet away.
- Any sound that occurs from decorative grids striking the glass due to vibrations from daily use or outside traffic is not considered an imperfection, nor is the grid touching the glass (primarily in triple-pane window units) considered a defect.

- Mineral deposits.
- The alteration or application of any aftermarket films, coatings, tints, or other similar products not originally supplied by Therma-Tru will void this Limited Warranty.

c) ADDITIONAL LIMITATIONS, EXCLUSIONS AND CONSIDERATIONS:

- This Limited Warranty does not guarantee safety for persons or property, nor make a premises hurricane-proof or impact-proof. Follow weather and news reports in order to assess severe weather situations, and obey local authorities' shelter and evacuation orders.
- This Limited Warranty does not cover damage attributable to or caused by acts of God that include, but are not limited to, stresses, high winds, floods, fire and other conditions that exceed Product designs and testing specifications that are test evaluated and certified as referenced in Therma-Tru's published literature. CERTIFICATION APPROVAL, RATING AND REFERENCES TO OTHER PERFORMANCE STANDARDS MEAN THAT THE PRODUCT MEETS THE ESTABLISHED SPECIFICATION PARAMETERS OF THE CERTIFICATION PROCESS OR STANDARD TESTING AT THE TIME THE PRODUCT IS MANUFACTURED. However, with exposure over time to environmental conditions, including by example high-wind events and other forces of nature, the Product will be subjected to normal and abnormal wear, and its performance capability may change. It is the Warranty Holder's (and its building agents) responsibility to consult local building code laws, and the certification and rating agencies published materials and websites for guidelines on the standards necessary to meet all regulations and codes in the area where the Product will be installed.
- Product features designed to help address pressurization of a building during high-wind or other severe storm events are not a guarantee against water and air infiltration, and Therma-Tru is not responsible for claims or damages caused by water or air infiltration of Product.
- Product selection is the sole responsibility of the Warranty Holder and its building agents, not Therma-Tru.
- Damage from failure to inspect Product following each high-wind or impact event is not covered under this Limited Warranty.
- This Limited Warranty will be void if the Product rusts due to reasons other than non-conformities in material and workmanship, including without limitation rusting (on steel Products) arising from misuse, abrasions, environmental conditions, solvents, corrosives, salts, chemicals, excessive moisture, or any other damage due to normal wear and tear that could have been addressed by routine, timely, and proper initial finishing or periodic corrective maintenance.

3. THIS LIMITED WARRANTY'S EXCLUSIVE REMEDY

If the Product or any components fail to meet this Limited Warranty, Therma-Tru's sole obligation is to either (as Therma-Tru elects):

- Repair the component(s) (color and graining matching not guaranteed), or
- Provide replacement component(s) to the Warranty Holder or Therma-Tru's dealer designated (color and graining matching not guaranteed), or
- Refund the Warranty Holder's purchase price (the lesser of the original Product/component purchase price or the original catalog list price).

Repaired or replaced components are warranted only on the same terms and for the remainder of the Warranty Period. Therma-Tru reserves the right to discontinue or change any Product. If the Product or component is not available, Therma-Tru may select and provide a replacement Product or component of equal quality and price. This is the Warranty Holder's sole and exclusive remedy for the Product under this Limited Warranty. By example but not limitation, this Limited Warranty does not cover any of the following costs and expenses: (i) labor for removing, reinstalling, refinishing Product (or other materials that are removed, reinstalled, or refinished to repair or replace the Product); (ii) shipping/freight expenses to return the Product to Therma-Tru; (iii) normal maintenance; (iv) consequential, special, or indirect losses or damages of any kind.

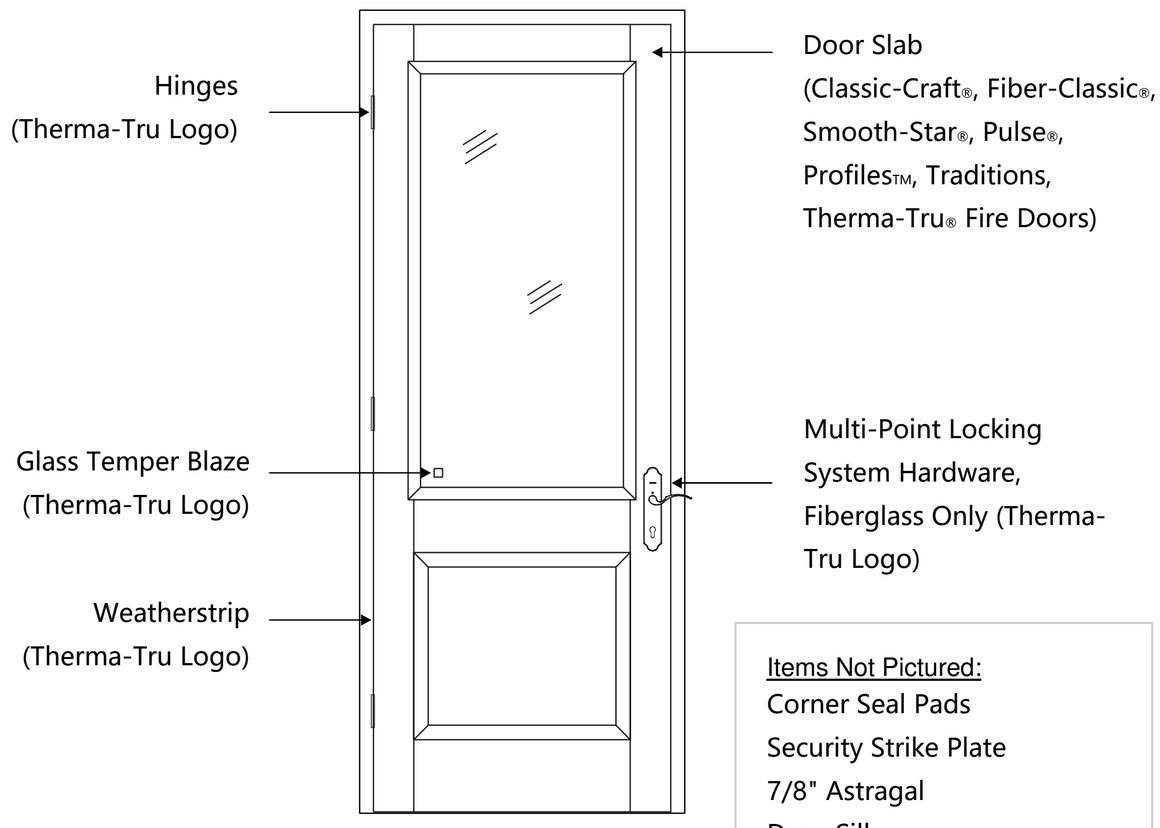
4. DISCLAIMER OF WARRANTIES

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 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. THERMA-TRU DOES NOT AUTHORIZE ANYONE TO CREATE FOR IT ANY OBLIGATION OR LIABILITY IN CONNECTION WITH PRODUCTS.

5. LIMITATION OF LIABILITY

THERMA-TRU'S SOLE LIABILITY UNDER THIS LIMITED WARRANTY IS REPLACEMENT, REPAIR, OR REFUND OF THE PURCHASE PRICE AS SET FORTH ABOVE. IN NO EVENT WILL THERMA-TRU BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGE OF ANY KIND TO A PREMISES, LOSS OF PRODUCT USE, REINSTALLATION, LABOR, REMOVAL, REFINISHING, TEMPORARY/PERMANENT RELOCATION OF RESIDENTS OR PROPERTY, LOSS OF PROFITS/REVENUE, INTEREST, LOST GOODWILL, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS OR WORK, INCREASED OPERATING EXPENSES, EMOTIONAL DISTRESS CLAIMS OR CLAIMS OF THIRD PARTIES FOR SUCH DAMAGES, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO, STRICT LIABILITY OR NEGLIGENCE OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SOME STATES/PROVINCES/TERRITORIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY. THIS LIMITED WARRANTY PROVIDES SPECIFIC LEGAL RIGHTS, BUT THE WARRANTY HOLDER MAY HAVE OTHER RIGHTS WHICH VARY BY LOCATION. IF THIS LIMITED WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL THERMA-TRU'S ENTIRE LIABILITY EXCEED THE LESSER OF THE PRODUCT'S OR THE NON-CONFORMING COMPONENT'S PURCHASE PRICE.

Therma-Tru Door System Genuine Component Part Identification



Items Not Pictured:
Corner Seal Pads
Security Strike Plate
7/8" Astragal
Door Sill
Door Bottom Sweep (Gasket)

6. CLAIMS

Claims must be initiated during the Warranty Period. To initiate a claim, please contact the builder, dealer, or contractor who installed or sold the Product. If that party is unknown or unreachable, contact Therma-Tru Corp., 1750 Indian Wood Circle, Maumee, Ohio 43537 at 1-800-537-5322 or at www.thermatru.com. Claimant will be required to provide proof of premise ownership and the date of Product purchase and may be required to return the Product or component to Therma-Tru (at Claimant's expense).

Note: This Limited Warranty applies only to Products purchased and installed in the USA or Canada. For Products purchased or installed outside the USA or Canada, Therma-Tru disclaims any and all warranties of any kind, express or implied, by operation of law or otherwise, and any and all liability for damages of any kind.

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Effective January 1, 2015

30 YEAR

Express Limited Product Warranty



Hardie® HZ5® Siding and Trim Products

Includes Hardie® Plank HZ5® Lap Siding, Hardie® Trim HZ5® Boards, Hardie® Panel HZ5® Vertical Siding, Hardie® Shingle HZ5® Siding, Hardie® Soffit HZ5® Panels, Hardie® Artisan Siding & Hardie® Architectural Panels

Effective February 2024

1. LIMITED WARRANTY: James Hardie Building Products Inc. ("Hardie") warrants, for a period of thirty (30) years (the "Limited Warranty Period") from the date of purchase of James Hardie Fiber-Cement HARDIE® PLANK HZ5® LAP SIDING, HARDIE® PANEL HZ5® VERTICAL SIDING, HARDIE® SHINGLE HZ5® SIDING, HARDIE® TRIM HZ5® BOARDS, HARDIE® SOFFIT HZ5® PANELS, HARDIE® ARTISAN HZ5® SIDING AND HARDIE® HZ5® ARCHITECTURAL PANELS (each, the "Product") for installation within the United States (except Alaska), Puerto Rico and Canada (except Yukon, Northwest Territories, and Nunavut) that such purchased Product, when manufactured, complies with ASTM C1186, is free from manufacturing defects in material and workmanship and:

FIRE:
- Does not contribute to the spread of fire (Flame Spread Index of zero when tested per ASTM E 84).

WEATHER:
- Does not crack, split, edge check, or warp as a result of damage from water, heat and freezing temperatures when tested in accordance with ASTM C1185.
- Resists damage from hail.

PESTS:
- Will not be damaged by termites or other wood-boring insects.
- Resists damage caused by woodpeckers.

This Limited Warranty extends only to (i) the first retail purchaser of the Product; (ii) the first owner of the structure to which the Product is applied and (iii) the first transferee (each a "Covered Person").

2. WHAT WE WILL DO: If, during the Limited Warranty Period, the Product is (i) damaged by hail, woodpeckers, termites or other wood-boring insects, or (ii) defective in material or workmanship, James Hardie will, in its sole discretion, either issue a refund for or replace the defective portion of the Product, or, during the first (1st) through the thirtieth (30th) year, reimburse the Covered Person for up to twice the original retail cost of the defective portion of the Product. After the 30th year, this Limited Warranty will expire and shall no longer be applicable. If the original retail cost cannot be established by the Covered Person to James Hardie's reasonable satisfaction, the cost shall be determined by James Hardie in its sole and reasonable discretion. James Hardie's refund, replacement of the defective portion of the Product or reimbursement pursuant to Section 2 of this Limited Warranty is the exclusive remedy for the Covered Person for any defect in material or workmanship. JAMES HARDIE WILL NOT REFUND OR PAY ANY COSTS IN CONNECTION WITH LABOR OR ACCESSORY MATERIALS.

3. WHAT YOU MUST DO: Warranty coverage under this Limited Warranty shall be subject to the following terms and conditions:

(A) A Covered Person must provide written notice to James Hardie within ninety (90) days after discovery of any claimed defect covered by this Limited Warranty and before beginning any permanent repair. The notice must describe the location and details of the claimed defect and any additional information necessary for James Hardie to investigate the claim. Photos of the Product, showing the claimed defect must accompany the notice. A claimant under this Limited Warranty must provide proof to James Hardie that such claimant is a Covered Person as defined in Section 1 above.

(B) Upon discovery of a claimed defect, a Covered Person must immediately, and at a Covered Person's own expense, provide for protection of all property that could be affected until the claimed defect is remedied if applicable. Before any permanent repair to the Product, a Covered Person must allow James Hardie or Hardie's authorized agent to enter the property and structure where the Product is installed, if applicable, and examine, photograph and take samples of the Product. Any repairs initiated by or on behalf of a Covered person without prior authorization from James Hardie may void the warranty.

4. WHAT IS NOT COVERED: This Limited Warranty does not cover damage or defects resulting from or in any way attributable to: (a) The improper storage, shipping, handling or installation of the Product, including, without

JamesHardie™

Homeowner Care and Maintenance Tips

PRODUCT REPLACEMENT
Replace siding and trim products in accordance with James Hardie's written installation instructions.

CAULK REPLACEMENT
When caulk is in need of replacing, carefully remove existing caulk and replace with a high quality, paintable latex caulk. For best results, use a latex caulk that complies with ASTM C834 or better. Caulk should be applied in accordance with the manufacturer's written application instructions.

PAINT MAINTENANCE
Remove any damaged, chipped or cracked paint. Prior to repainting, make sure that the surface area is properly cleaned. Repaint immediately using a good quality 100% acrylic paint. For best results, please refer to your paint manufacturer's written specifications for application rates and required topcoats.

CLEANING
Wash down the exterior surfaces every 6 to 12 months with a garden hose to remove dirt and debris, gently cleaning your siding with a soft brush or wet soft cloth.
NOTE: Acid and high pressure washing can damage the fiber cement surface and are not recommended. For more information, download ***Technical Bulletin #20, Cleaning Hardie® Primed and ColorPlus® Technology Siding*** from JamesHardie.com

Call 1-800-9-HARDIE or visit www.JamesHardiePros.com to obtain written installation requirements or for more detailed technical information.

limitation, failure to install the Product in compliance with applicable, published James Hardie installation instructions and applicable building codes. (b) Further processing, modification or alteration of the Product after shipping from James Hardie; (c) Neglect, abuse, or misuse; (d) Repair or alteration; (e) Settlement or structural movement and/or movement of materials to which the Product is attached; (f) Damage from improper design and/or construction of the underlying wall assembly; (g) Damage resulting from water infiltration; (h) Exceeding the maximum designed wind loads for the Product as installed; (i) Acts of God including, but not limited to, tornados, hurricanes, floods, earthquakes, severe weather or other natural phenomena (including, but not limited to, unusual climate conditions); (j) Efflorescence, peeling or performance of any third party paints, stains and/or coatings; (k) Growth of mold, mildew, fungi, bacteria, or any organism on any surface of the Product (whether on the exposed or non-exposed surfaces); (l) Lack of proper maintenance; and/or (m) Any cause other than material or manufacturing defects attributable to James Hardie.

5. NO WAIVER: James Hardie may, in its sole discretion, extend benefits beyond what is covered under this Limited Warranty. Any such extension shall apply only to the specific instance in which it is granted, and shall not constitute a waiver of James Hardie's right to strictly enforce the exclusions, disclaimers, and limitations set forth herein for any or all other circumstances.

6. LIMITATION OF LIABILITY: IN NO EVENT SHALL JAMES HARDIE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, ANY CLAIMS OF PROPERTY DAMAGE, BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

7. LIMITATION OF WARRANTY: THE ABOVE LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY FOR THE PRODUCT. JAMES HARDIE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR OTHERWISE. In the event that applicable consumer law prohibits the disclaimer of an implied warranty, the above Limited Warranty shall not extend the period of any such implied warranty. Some states do not allow limitations for consumers on how long an implied warranty lasts, so the above limitation may not apply to you. This Limited Warranty gives you specific legal rights, and you may have additional rights, which vary from state to state.

8. ENTIRE AGREEMENT: This Limited Warranty contains and represents the only warranty extended by James Hardie for the Product. No employee or agent of James Hardie or any other party is authorized to make any other warranty in addition to those made in this Limited Warranty.

9. MODIFICATION OR DISCONTINUATION OF PRODUCTS: James Hardie reserves the right to discontinue or modify any Product at any time without notice. In the event that replacement of the Product pursuant to this Limited Warranty is not possible, James Hardie will fulfill any refund or replacement obligation under this Limited Warranty with a Hardie® Product of equal or greater value.

10. HOW TO OBTAIN WARRANTY SERVICE:
(a) Call 866-375-8603; or
(b) Write Warranty Department,
James Hardie Building Products, Inc.,
10901 Elm Avenue, Fontana, California
92337; or
(c) Visit: http://claims.jameshardie.com

COMPLETE AND SAVE FOR YOUR OWN RECORDS

Name of Owner _____

Installation Address_____

Name of Installing Contractor _____

Date Installed_____Contractor Phone Number _____

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JamesHardie™

15 years

EXPRESS LIMITED PRODUCT WARRANTY

HardieTrim® HZ5® boards

Effective April 2021



1. LIMITED WARRANTY. James Hardie Building Products, Inc. ("Hardie") warrants, for a period of fifteen (15) years (the "Limited Warranty Period") from the date of purchase of Hardie Fiber-Cement HARDIETRIM® HZ5® boards ("Product") for installation within the U.S. (except Alaska), Puerto Rico and Canada (except Yukon Territory, Northwest Territories, and Nunavut) that such purchased Product, when manufactured complies with ASTM C1186, will resist damage caused by hail or termite attacks, and is free from defects in material and workmanship. This Limited Warranty extends only to (i) the first retail purchaser of the Product; (ii) the first owner of the structure to which the Product is applied and (iii) the first transferee (each a "Covered Person").

2. WHAT WE WILL DO. If during the Limited Warranty Period, the Product is defective in material and workmanship, Hardie will, in its sole discretion, either refund or replace the defective portion of the Product, or, during the first (1st) through the fifteenth (15th) year, reimburse the Covered Person for up to twice the original retail cost of the defective portion of the Product. After the 15th year, this Limited Warranty will expire and shall no longer be applicable. If the original retail cost cannot be established by the Covered Person to Hardie's reasonable satisfaction, the cost shall be determined by Hardie in its sole and reasonable discretion. Hardie's replacement of the defective portion of the Product or reimbursement pursuant to Section 3 of this Limited Warranty is the exclusive remedy for the Covered Person for any warranty claim under Section 1.

3. WHAT YOU MUST DO/CONDITIONS OF LIMITED WARRANTY. Warranty coverage under this Limited Warranty shall be subject to the following terms and conditions:

a) A Covered Person must provide written notice to Hardie within thirty (30) days after discovery of any claimed defect covered by this Limited Warranty. The notice must describe the location and details of the claimed defect and any additional information necessary for Hardie to investigate the claim. Photos of the Product, showing the claimed defect must accompany the notice. A claimant under this Limited Warranty must provide proof to Hardie that such claimant is a Covered Person as defined in Section 1 above.
b) The Product must be installed according to Hardie's printed installation instructions and must comply with all building codes adopted by federal, state or local governments or government agencies applicable to the installation.
c) Upon discovery of a claimed defect, a Covered Person must immediately, and at a Covered Person's own expense, provide for protection of all property that could be affected until the claimed defect is remedied, if applicable. Before any permanent repair to the Product, a Covered Person must allow Hardie or Hardie's authorized agent to enter the property and structure where the Product is installed, if applicable, and examine, photograph and take samples of the Product. Any repairs initiated by or on behalf of a Covered person without prior authorization from Hardie may void the warranty.

4. WHAT IS NOT COVERED. This Limited Warranty does not cover damage or defects resulting from or in any way attributable to: (a) The improper storage, shipping, handling or installation of the Product (including, without limitation, failure of the Product to be installed in strict compliance with the Conditions of Limited Warranty set forth in Section 4 of this Limited Warranty) and/or improper installation of studs or other accessories; (b) Further processing, modification or alteration of the Product after shipping from Hardie; (c) Neglect, abuse, or misuse; (d) Repair or alteration; (e) Settlement or structural movement and/or movement of materials to which the Product is attached; (f) Damage from incorrect design of the structure; (g) Damage resulting from water infiltration; (h) Exceeding the maximum designed wind loads; (i) Acts of God including, but not limited to, tornados, hurricanes, floods, earthquakes, severe weather or other natural

JamesHardie™

Homeowner Care and Maintenance Tips

PATCHING
Fill dents, chips and cracks using a good quality cement patching compound (acrylic mortar patch), which can be found at your local Home Center or Hardware Store.

PRODUCT REPLACEMENT
Replace siding and trim products in accordance with James Hardie's written installation instructions.

CAULK REPLACEMENT
When caulk is in need of replacing, carefully remove existing caulk and replace with a high quality, paintable latex caulk. For best results, use a latex caulk that complies with ASTM C834 or better. Caulking should be applied in accordance with the caulking manufacturer's written application instructions.

PAINT MAINTENANCE
Remove any damaged, chipped or cracked paint. Prior to repainting, make sure that the surface area is properly cleaned. Repaint immediately using a good quality 100% acrylic paint. For best results, please refer to your paint manufacturer's written specifications for application rates and required topcoats.

Call **1-800-9-HARDIE** or visit **www.JamesHardiePros.com** to obtain written installation requirements or for more detailed technical information.

phenomena, (including, but not limited to, unusual climate conditions); (j) Efflorescence, peeling or performance of any third party paints, stains and/or coatings; (k) Growth of mold, mildew, fungi, bacteria, or any organism on any surface of the Product (whether on the exposed or unexposed surfaces); (l) Lack of proper maintenance; and/or (m) Any cause other than material or manufacturing defects attributable to Hardie.

5. LIMITATION OF WARRANTY. THE ABOVE LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY FOR THE PRODUCT. HARDIE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR OTHERWISE. In the event that applicable consumer law prohibits the disclaimer of an implied warranty, the above Limited Warranty shall not extend the time period of any such implied warranty. Some states do not allow limitations for consumers on how long an implied warranty lasts, so the above limitation may not apply to you. This Limited Warranty gives you specific legal rights, and you may have additional rights, which vary from state to state.

6. LIMITATION OF LIABILITY. IN NO EVENT SHALL HARDIE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, ANY CLAIMS OF PROPERTY DAMAGE, BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

7. NO WAIVER. Hardie may, in its sole discretion, extend benefits beyond what is covered under this Limited Warranty. Any such extension shall apply only to the specific instance in which it is granted, and shall not constitute a waiver of Hardie's right to strictly enforce the exclusions, disclaimers, and limitations set forth herein for any or all other circumstances.

8. ENTIRE AGREEMENT. This Limited Warranty contains and represents the only warranty extended by Hardie for the Product. No employee or agent of Hardie or any other party is authorized to make any other warranty in addition to those made in this Limited Warranty. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state.

9. MODIFICATION OR DISCONTINUATION OF PRODUCT. Hardie reserves the right to discontinue or modify the Product at any time without notice. In the event that replacement of the Product pursuant to this Limited Warranty is not possible, Hardie will fulfill any refund or replacement obligation under this Limited Warranty with a Hardie Product of equal or greater value.

10. HOW TO OBTAIN LIMITED WARRANTY SERVICE. For warranty services, call 866-375-8603 or write Warranty Department, James Hardie Building Products, Inc., 10901 Elm Avenue, Fontana, California 92337.

COMPLETE AND SAVE FOR YOUR OWN RECORDS

Name of Owner _____

Installation Address _____

Name of Installing Contractor _____

Date Installed _____ Contractor Phone Number _____

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JamesHardie™

HOMEOWNER CARE & MAINTENANCE GUIDE

for good looks that last.



JamesHardie™

Welcome to the James Hardie Family!

We believe you will be very happy with your choice to install James Hardie® products on your home. We would like to share with you some basic information about our products and how to care and maintain them.



Cleaning your siding and trim

Please follow these recommendations on caring for your James Hardie products. Damage to siding and trim arising from improper cleaning or maintenance may not be covered by the James Hardie warranty.

Follow these recommendations to clean the exterior of your home and to help maintain the beauty and value of your James Hardie siding.

Wash down the exterior surfaces every 6 to 12 months with a garden hose to remove dirt and debris, gently clean the siding with the soft brush or wet soft cloth in a side to side motion in the direction of the plank siding. TIP: Clean by working small sections at a time, starting your way down to prevent dripping or streaking onto the cleaned area.

A low pressure water spray* and a soft medium bristle (nonmetal) brush is most suitable for cleaning fiber cement products. Acid and high pressure washing can damage the fiber cement surface and is not recommended.

Clean James Hardie® ColorPlus® products by using water and a soft brush or cloth. For stubborn dirt or stains, a mild detergent and a soft brush may be used. For paint applied in the field, refer to the paint manufacturer for washing and maintenance requirements.

SOFT ALL PAINT BRUSH



HORSEHAIR BRUSH



CHIP BRUSH



SIDING BRUSH



General Maintenance

Maintaining the exterior of your home helps prevent water intrusion and is an important part of sustaining the beauty and value of your home. The extent and nature of maintenance will depend on the design of your house, its geographic location, the amount of weather and sun exposure, and the landscaping near your house. As a guide, it is recommended that normal care and maintenance tasks include:

- Installing gutters and downspouts on your home if they are not already present when you purchased the home.
- Cleaning out your gutters, blocked pipes, and overflows as required.
- Keeping vegetation such as shrubs, bushes, and small trees trimmed back and away from the home and siding.
- Adjusting sprinkler systems so they do not excessively spray on walls or continuously soak the ground near your house.
- Avoiding direct contact with deicing salts. The salts may prematurely damage the finished look of the siding. James Hardie recommends the use of sand or gravel to manage snowy or icy surfaces near siding.
- Ensuring required external ground clearances (typically 6 in.) and drainage slopes are maintained. Do not in fill landscaping up to the siding.

It is a good practice to keep gutters, blocked pipes, and overflows clean of any debris, leaves, twigs and dirt.



Avoid direct contact with deicing salts.



It is a good practice to keep vegetation such as shrubs, bushes and small trees trimmed back away from home and siding.





*PRESSURE WASHER WARNING:
Extra care should be taken when cleaning your siding and trim using a pressure washer. To minimize the chance of damaging your siding and trim use a wide fan tip, keep a minimum of 6 feet from the wall and keep the pressure below 1500 psi.

For more information, see Tech Bulletin #20 Cleaning and Maintenance at www.jameshardie.com

Re-Painting / Repair

COLORPLUS® PRODUCTS

ColorPlus® Touch-up is used to cover nicks, scrapes and nail holes that may occur over time. ColorPlus® Touch-up comes in bottles tailored to be edge coaters or touch-up pens. If the touch up area is larger than the size of a dime, the use of touch-up is NOT recommended. It is advised to replace the damage siding with a new section of ColorPlus siding.



PRIMED PRODUCTS

If your James Hardie siding was originally painted after it was installed on your home, then check the original paint manufacturer's recommendations for reapplication of paint.

NOTE: Do not use stains or oil-based/alkyd paints on James Hardie products. For additional information on finishing James Hardie® products, download Technical Bulletin #22 from Jameshardie.com



REPAIR OR PATCHING

Re-apply caulking when it has begun to show signs of wear. This can help keep moisture from getting into the wall cavity. These areas include, but not limited to, penetrations, flashings, plank and trim connections, and in some cases, between plank joints.

NOTE: James Hardie recommends the use of caulks and sealants that remain permanently flexible. Look for the words "permanently flexible" written clearly on the label or in the accompanying literature. For best results, use an Elastomeric Joint Sealant complying with ASTM C920 Grade NS, Class 25 or higher, or a Latex Joint Sealant complying with ASTM C834. Caulking/sealant must be applied in accordance with the caulking/sealant manufacturer's written instructions or ASTM C1193.



Dents, chips, cracks and other minor surface damage in James Hardie® siding and trim products can be filled with cementitious patching compound. Refer to manufacturer's recommendations for products that are compatible with fiber cement.

1.888.542.7343 | **jameshardie.com**

JamesHardie™

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Price

Orders are accepted subject to prices in effect at the time of the shipment of a price list and prices are subject to change without notice. All prices shown are the manufacturer's suggested list prices USD ($) and are subject to a trade discount as determined by MAAX Bath Inc., LLC or its subsidiaries (hereafter collectively, "MAAX"). Orders will be invoiced at the price in effect at the time the orders are placed. Selling prices may be readjusted during the year without notice if, for instance, transportation (or other) costs increase due to fuel surcharges or other unforeseeable changes.

Conditions of Acceptance

The acceptance, shipment or delivery of any order is conditional upon credit approval by MAAX and upon these sales terms and conditions applying to the order and not any others, unless specifically agreed to in writing by MAAX. MAAX reserves the right to require satisfactory security for performance of the purchaser obligations prior to making a shipment on any order. Any sold merchandise remains the property of MAAX until full payment is received, in accordance with applicable laws, such as the Uniform Commercial Code — Sales in the United States.

Terms of Payment

General payment terms are net 30 days. A rate of 2% monthly (26.82% per annum, compounded monthly) will apply on overdue accounts. No goods will be delivered to customers not complying with our sales and payment conditions.

Taxes

All prices published are exclusive of applicable taxes.

Lost Merchandise

If, upon receipt of a shipment, the recipient notices that certain products are missing, he/she must notify the applicable MAAX or MAAX subsidiary customer service department immediately. The recipient must then indicate which products, indicated on the delivery slip, are missing in the shipment, and must then countersign the delivery slip. The enclosed bill of lading allows the recipient to verify shipped and received merchandise.

Shipping Damage

Any damage that occurs in transit is the responsibility of the carrier. MAAX will not be held responsible for shipping damage. The product should be carefully examined by the recipient or installer at time of receipt to ensure it is damage-free. If any damage is discovered, it should be

noted on the freight bill, and a claim should be filed against the carrier as soon as possible. Inspection of the unit, prior to installation, is the responsibility of the installer or building contractor who acts on behalf of the recipient, or the user him/herself. The installer or contractor is responsible for ensuring that the unit is free of defect or damage. In the event of a problem, the unit must not be installed. MAAX is not responsible for failures, costs, damages or claims that could have been discovered, repaired or avoided by proper inspection and testing prior to installation.

Return Policy

MAAX provides a selective and conditional merchandise return program. For Doors refer to the Door Return Policy below. Products may be returned to MAAX under the following conditions:

- The product is in original, new condition – not previously installed or used as a display;
- The product has been in the customer's possession for less than eight (8) weeks;
- The product is still available in the most current price list (not discontinued) or has not been announced for discontinuation;
- The product is in a standard color or finish, as indicated in the most current price list;
- Any stock product may be returned. To know if a product is a stock unit, please contact the customer care department; and/or
- The product was received in error, does not represent what the customer ordered or has a manufacturing defect.

Products are not eligible for return to MAAX under the following conditions:

- The product has been previously installed, drilled, permanently marked, spray painted, or in any other way altered from its original condition. The product is "weathered"; degraded due to outdoor storage or exposure to the elements, resulting in discoloration;
- The product is defective due to negligent storage; or
- The product is equipped with any accessories or options.

Prior to returning merchandise an MAAX customer must complete and submit the RGA Request Form to supply general and specific information about the unit(s) for return. MAAX must then authorize and approve the return in writing by issuing an RGA number. All products are subject to inspection prior to credit reimbursement, and MAAX reserves the right to reduce such reimbursement as follows:

- MAAX will apply a 50% restocking fee against the reimbursement credit for all returns made for any reason other than a manufacturing defect or an MAAX error.

- A repair cost will be applied against the credit reimbursement for any repair required to bring a product back to 100% resalable condition. In these circumstances, the customer will be notified.
- The freight costs must be prepaid by the customer for any unit returned via common carrier.
- MAAX will charge a $25 per unit handling fee for any product returned that does not qualify for return as specified above or does not match the RGA form. MAAX will notify the customer in such instances and the customer will be requested to either take the unit back, with freight prepaid and charged, or notify MAAX in writing of their desire that the product be disposed of.

Door Return Policy

MAAX provides a selective and conditional merchandise return program. Products may be returned to MAAX under the following conditions:

- The product is in original, new condition – not previously installed or used as display;
- The product has been in the customer's possession for less than eight (8) weeks;
- The product is still available in the most current price list (not discontinued) or has not been announced for discontinuation;
- The product is in a standard color or finish, as indicated in the most current price list;
- Any stock product may be returned. To know if a product is a stock unit, please contact the customer care department; and/or
- The product was received in error, does not represent what the customer ordered or has a manufacturing defect.

Products are not eligible for return to MAAX under the following conditions:

- The product has been previously installed, drilled, permanently marked, spray painted, or in any other way altered from its original condition;
- The product is "weathered"; degraded due to outdoor storage or exposure to the elements, resulting in discoloration;
- The product is defective due to negligent storage; or
- The product is equipped with any accessories or options.

Prior to returning merchandise, an MAAX customer must complete and submit the RGA Request Form to supply general and specific information about the unit(s) for return. MAAX must then authorize and approve the return in writing by issuing an RGA number. All products are subject

to inspection prior to credit reimbursement and MAAX reserves the right to reduce such reimbursement as follows:

- MAAX will apply a 50% restocking fee against the reimbursement credit for all returns for any reason other than a manufacturing defect or an MAAX error.
- A repair cost will be applied against the credit reimbursement for any repair required to bring a product back to 100% resalable condition. In these circumstances, the customer will be notified.
- The freight costs must be prepaid by the customer for any unit returned via common carrier to the closest participating plant. Contact customer service to locate the closest participating plant.

Cancellation

Orders must be cancelled within twenty-four (24) hours of receipt of confirmation from MAAX. All cancellation requests must be submitted in writing by email or fax, and must be confirmed by MAAX.

Design & Dimension

MAAX reserves the right to discontinue products at any time or to change specifications and/or design without notice and without incurring obligation. All dimensions are approximate and subject to change without notice.

Colour Variations

CLIENTS SHALL INFORM THE OWNER/END-USER ABOUT THE FOLLOWING CONDITIONS AND WARRANTIES
MAAX shall not be responsible for variations in granite color, wood grain, or color shades in the natural wood used; or for slight differences in color or texture of the material delivered in relation to the sample shown or provided to the purchaser. The purchaser may not use such differences as a reason to obtain a price discount or to cancel the order.

Product Image Variation

CLIENTS SHALL INFORM THE OWNER/END-USER ABOUT THE FOLLOWING CONDITIONS AND WARRANTIES
MAAX shall not be responsible for small variations between photos and the actual product:
The actual product may vary slightly, without notice, from the product shown in images.
The actual product colors, including Utile wall colors, may vary from the colors shown on the customer's computer monitor and/or on printed representations, or what appears online.

Maintenance

CLIENTS SHALL INFORM THE OWNER/END-USER ABOUT THE FOLLOWING CONDITIONS AND WARRANTIES

Regular disinfection provides an effective defense against various types of bacteria that can develop in the deposits that build up over time in all bathtubs and showers. For daily maintenance cleaning, use a moist cloth and gentle liquid detergent. For acrylic surfaces, occasional use of a special acrylic surface cleaner (such as Lumashine or Lumacream) will add luster and protect the finish.

Certain types of therapeutic products, when added to bath water, or if applied (non-diluted) directly into the bath, may damage the unit finish. Test the product on a small, inconspicuous surface prior to use.

Do not use abrasive cleaners, scrapers, metal brushes, or any items or products that may scratch or dull the surface. Mirrors should be cleaned with non-ammonia based cleaners only.

Certifications

MAAX products are certified by one or more of the following certification agencies: UL, IAPMO, INTERTEK (ETL) and WARNOCK HERSEY. Certain models are pending certification approval. Certification may be terminated by MAAX or certification agencies without notice. The symbol ®/R indicates a registered trademark of MAAX or an affiliated company. The symbol ™ indicates a trademark of MAAX or an affiliated company.

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Commercial Limitations

In addition to the above conditions and limitations, the warranty period for products installed for commercial applications, or used in commercial ventures, is of one (1) year from the initial date of purchase by the owner/end-user, contractor or builder from an authorized dealer. The only exception are the AcrylX™ finish units, which MAAX warrants to be free from defects in workmanship and materials under commercial use and service for a period of thirty (30) years from the initial date of purchase by the owner/end-user, contractor or builder from an authorized dealer. If the product is sold by MAAX as a display, MAAX standard warranty applies.

Limitations

This warranty shall not apply following incorrect operating procedures, breakage or damages caused by normal wear and tear, fault, carelessness, abuse, misuse, misapplication, improper maintenance, alteration or modification of the unit, as well as chemical or natural corrosion, accident, fire, flood, act of God or any other casualty. This warranty shall not apply to stains or malfunctions caused by ferrous water, hard water or salty water.

The owner/end-user of the product covered by this warranty is entirely responsible for proper

installation and/or electrical wiring of the product. This warranty is void if the unit is not tested prior to final enclosure, as per the installation instructions. MAAX neither installs/supervises the installation, nor hires a contractor for this purpose, and consequently cannot be held responsible for any defect, breakage or damage caused thereby or resulting thereof, either directly or indirectly. The owner/end-user must provide access to the components of the product as described in the installation guide, so that MAAX may execute the warranty specified herein.

If such access is not available, all expenses required to provide said access will be the responsibility of the owner/end-user.
This warranty does not apply to products or equipment not installed or operated in accordance with instructions supplied by MAAX including all applicable rules, regulations and legislation pertaining to such installations.

MAAX strongly recommends that its products—for example, but without limitation, shower doors and other items—be installed by professionals with experience in bathroom product installation. Installation of shower doors by an inexperienced person may result in glass breakage and, consequently, cause personal injury or death.

MAAX is not liable for any costs, damages or claims resulting from the purchase of products that do not fit through openings or existing structures. MAAX is not liable for any costs, damages or claims resulting from defects that could have been discovered, repaired or avoided by inspection and testing prior to installation.

MAAX is not liable for personal injuries or death to any person or for any direct, special, incidental or consequential damage, loss of use, loss of time, loss of profits, inconvenience, incidental expenses, labor or material charges, or any other costs resulting from the use of its products or pertaining to the application of the present warranty, or resulting from the removal or replacement of any product or element or part covered by this warranty.

EXCEPT AS OTHERWISE PROVIDED ABOVE, MAAX MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR COMPLIANCE WITH ANY CODE.

In any case, MAAX cannot be liable for any amount over and above the purchase price paid for the product by the owner/end-user, contractor or builder.

All options that are not sold separately as accessories must be factory-installed. Otherwise, warranty does not apply.

This warranty gives the owner/end-user specific legal rights. The owner/end-user may also have other rights, which may vary from one state to another.

Limited Warranty

MAAX offers the following express limited warranties on its products. These warranties extend only to the original owner/end-user for personal household use and start from the initial date of purchase. For commercial uses, additional limitations apply.

MAAX warrants acrylic units to be free from defects in workmanship and materials under normal use and service for a period of twenty-five (25) years from the initial date of purchase by the owner/end-user, contractor or builder from an authorized dealer.

MAAX warrants acrylic shower kits to be free from defects in workmanship and materials under normal use and service for a period of ten (10) years from the initial date of purchase by the owner/end-user, contractor or builder from an authorized dealer.

MAAX warrants Utile wall units to be free of all material or workmanship defects under normal use and service for a period of ten (10) years from the initial date of purchase by the owner/end-user, contractor or builder from an authorized dealer.

MAAX warrants AcrylX™ units to be free from defects in workmanship and materials under normal use and service for a lifetime ownership from the initial date of purchase by the owner/end-user, contractor or builder from an authorized dealer.*
**Our limited lifetime warranty first went into effect in 2017 when ABG launched the revolutionary AcrylX™ applied acrylic. Prior to 2017, warranties for gelcoat products were either three (3) or five (5) years depending on the brand. Any unit manufactured prior to 2017 is not covered by the limited lifetime warranty.*

MAAX warrants fiberglass units to be free from defects in workmanship and materials under normal use and service for a period of five (5) years from the initial date of purchase by the owner/end-user, contractor or builder from an authorized dealer.

MAAX warrants ABS to be free from defects in workmanship and materials under normal use and service for a period of three (3) years from the initial date of purchase by the owner/end-user, contractor or builder from an authorized dealer.

MAAX warrants polystyrene shower kits, tub wall kits, utility tubs and accessories to be free from defects in workmanship and materials under normal use and service for a period of one (1) year from the initial date of purchase by the owner/end-user, contractor or builder from an authorized dealer.

MAAX warrants whirlpool motors/pumps to be free from defects in workmanship and materials under normal use and service for a period of five (5) years from the initial date of purchase by the owner/end-user, contractor or builder from an authorized dealer.

MAAX warrants blowers to be free from defects in workmanship and materials under normal use and service for a period of five (5) years from the initial date of purchase by the owner/end-user, contractor or builder from an authorized dealer.

MAAX warrants whirlpool and air systems (except perimeter air system check valves that have a twenty-five (25) year warranty – see below) to be free from defects in workmanship and materials under normal use and service for a period of two (2) years from the initial date of purchase by the owner/end-user, contractor or builder from an authorized dealer.

MAAX warrants perimeter air system check valves to be free from defects in workmanship and materials under normal use and service for a period of twenty-five (25) years from the initial date of purchase by the owner/end-user, contractor or builder from an authorized dealer.

MAAX warrants shower doors to be free from defects in workmanship and materials under normal use and service for a period of ten (10) years* from the initial date of purchase by the owner/end-user, contractor or builder from an authorized dealer. Shower door sealing materials and gaskets are not covered by this warranty. *Mika door has a limited one (1) year warranty.

MAAX warrants grab bars to be free from defects in workmanship and materials under normal use and service for a period of one (1) year from the initial date of purchase by the owner/end-user, contractor or builder from an authorized dealer.

MAAX warrants ceramic cartridges for faucets against any leaks resulting from normal use by the owner/end-user, contractor or builder for a limited lifetime period.

MAAX warrants thermostatic polysulfone cartridges to be free from defects in workmanship and materials under normal use and service for a lifetime warranty from the initial date of purchase by the owner/end-user, contractor or builder from an authorized dealer.

MAAX warrants shower massage systems to be free from defects in workmanship and materials under normal use and service for a period of five (5) years from the initial date of purchase by the owner/end-user, contractor or builder from an authorized dealer.

MAAX warrants steam systems to be free from defects in workmanship and materials under normal use and service for a period of five (5) years, and steam nozzles for a period of two (2) years, from the initial date of purchase by the owner/end-user, contractor or builder from an authorized dealer.

MAAX warrants Chrome, Polished Brass and Brushed Nickel faucet finishes to be free from defects in workmanship and materials under normal use and service by the owner/end-user, contractor or builder for lifetime warranty from the initial date of purchase.

MAAX warrants medicine cabinets to be free from defects in workmanship and materials under normal use and service for a period of five (5) years from the initial date of purchase by the owner/end-user, contractor or builder from an authorized dealer.

MAAX warrants storage modules and vanities to be free from defects in workmanship and materials under normal use and service for a period of five (5) years from the initial date of purchase by the owner/end-user, contractor or builder from an authorized dealer.

MAAX warrants glass mirrors to be free from defects in workmanship and materials under normal use and service for a period of two (2) years from the initial date of purchase by the owner/end-user, contractor or builder from an authorized dealer.

MAAX warrants electrical components, including chromatherapy systems, to be free from defects in workmanship and materials under normal use and service for a period of two (2) years from the initial date of purchase by the owner/end-user, contractor or builder from an authorized dealer.

MAAX warrants the factory-treated wood parts to be free from defects in workmanship and materials under normal use and service for a period of two (2) years from the initial date of purchase by the owner/end-user, contractor or builder from an authorized dealer.

Any product reported to the authorized dealer or to MAAX as being defective within the warranty period will be repaired or replaced (with a product of equal value) at the option of MAAX. Costs for freight associated with shipping of replacement product/parts might be charged to customer. In no event will MAAX be liable for the cost of repair or replacement of any installation materials, including but not limited to, tiles, marble, etc. This warranty extends to the original owner/end-user and is not transferable to a subsequent owner.

Neither the distributor, authorized MAAX dealer nor any other person has been authorized to make any affirmation, representation or warranty other than those contained in this warranty shall not be enforceable against MAAX or any other person.

MAAX reserves the right to modify this warranty at any time, it being understood that such modification will not alter the warranty conditions applicable at the time of the sale of the products in question.

Warranty Service

In order to obtain service provided under this warranty during regular business hours, either contact the dealer or distributor who sold the unit, or contact MAAX directly. MAAX will provide the warranty service described above when the following conditions have been met:

(1) the failure is of the nature or type covered by the warranty;
(2) the user has informed an authorized MAAX Agent or Warranty Service Department representative, of the nature of the problem during the warranty period;
(3) conclusive evidence (e.g., serial number or proof of purchase) has been provided to the foregoing by the user proving that the failure occurred or was discovered within the warranty period; and
(4) an authorized independent service person or company representative has been permitted to inspect the product during regular business hours within a reasonable time after the user reported the problem.

MAAX's warranty obligation shall be discharged upon tender of replacement or repair. The purchaser's refusal to accept the tender terminates MAAX's warranty obligation. Any product replaced or repaired during the warranty period will be covered during the remaining period of the original warranty.

Onyx Collection Guarantee

THE ONYX COLLECTION

Yes! Guaranteed Forever

This statement is on every product we manufacture. It is a simple, clear guarantee, and everyone associated with our business understands it. If our product ever fails, we will either provide you with a new item or refund the cost. **"Yes, Guaranteed Forever"** says it all.

If you have a question, problem, or suggestion, please call us at **1-800-ONYXTOP** (1-800-669-9867). We do our best to correct a problem to your satisfaction.

Bob Awerkamp – Founder

CASH
CHECK 16.00
REFUNDS:
CASH
CHECK

RECORDED
HALL COUNTY NE

INST 2023 02948

2023 JUN 14 P 2:44

KRISTI WOLD
REGISTER OF DEEDS

16.00

Return to: Kevin P. Walsh
104 N. Wheeler Avenue
Grand Island, NE 68801

DECLARATION OF INCLUSION

This Declaration of Inclusion is made and executed on this 14th day of June, 2023, by THE GUARANTEE GROUP, L.L.C., a Nebraska limited liability company, hereinafter referred to as the "Declarant".

WITNESSETH:

WHEREAS, Declarant executed a Declaration of Covenants, Conditions, Restrictions, and Design Guidelines for Copper Creek Rodney Leon Subdivision, which was duly filed of record in the Office of the Register of Deeds of Hall County, Nebraska, on April 30, 2020, as Instrument No. 202002679, and a Supplemental Declaration of Covenants, Conditions, Restrictions, and Design Guidelines for Copper Creek Rodney Leon Subdivision, which was duly filed of record in the Office of the Register of Deeds of Hall County, Nebraska, on March 30, 2022, as Instrument No. 202202262 (collectively the "Covenants");

WHEREAS, Declarant executed that certain Declaration of Inclusion dated June 29, 2021, filed of record in the office of the Register of Deeds of Hall County, Nebraska on June 30, 2021 as Instrument No. 202105560, subjecting the real estate described therein to the Covenants; and

WHEREAS, Pursuant to Section 2.2 of the Covenants, Declarant has the right to include and subject the property hereafter described to the Covenants.

NOW, THEREFORE, the undersigned Declarant hereby includes and subjects that certain real estate legally described as:

Lots Five (5) through Seventy-Three (73), Copper Creek Estates Eighteenth Subdivision, in the City of Grand Island, Hall County, Nebraska; and

Lots One (1) through Twenty (20), Copper Creek Estates Twenty-First Subdivision, in the City of Grand Island, Hall County, Nebraska;

to each of the covenants, conditions, restrictions, and design guidelines contained in the Covenants from and after the date of the recording of this Declaration of Inclusion.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date first noted above as the duly-authorized representative of the Declarant.

THE GUARANTEE GROUP, L.L.C., a Nebraska
Limited Liability Company

By _____
Sean O'Connor, President/Managing Member

"DECLARANT"

STATE OF NEBRASKA)
)ss:
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this 14th day of June, 2023, by Sean O'Connor, President/Managing Member of THE GUARANTEE GROUP, L.L.C., a Nebraska limited liability company, on behalf of said company.

Witness my hand and official seal.

GENERAL NOTARY- State of Nebraska
KEVIN P. WALSH
My Comm. Exp. Feb 8, 2027

_____
Print Name: Kevin P. Walsh
Notary Public

My commission expires: 2/8/2027

5404-7/1014023v2

ENTERED AS INSTRUMENT NO
20200267 9

2020 APR 30 PM 3 06

CASH
CHECK 316.00

REFUNDS:
CASH
CHECK

20200267 9

316.00

Return to: Kevin P. Walsh
104 N Wheeler Avenue
Grand Island NE 68801

DECLARATION OF COVENANTS,

CONDITIONS, RESTRICTIONS,

AND DESIGN GUIDELINES

FOR COPPER CREEK RODNEY LEON

SUBDIVISION

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND DESIGN GUIDELINES FOR COPPER CREEK RODNEY LEON SUBDIVISION

This Declaration of Covenants, Conditions, Restrictions, and Design Guidelines for Copper Creek Rodney Leon Subdivision (this "Declaration") is made this 29th day of April 2020, by The Guarantee Group L.L.C, a Nebraska Limited Liability Company.

INTRODUCTION

The Declarant owns all of the property affected by the covenants, conditions, restrictions and design guidelines and as evidenced by the Consent attached hereto, the Declarant has approved this Declaration and intends the following-described real estate to be subject to the covenants, restrictions and other provisions hereinafter contained:

> Lots One (1) through Twenty-Five (25), in Copper Creek Rodney Leon Subdivision, an Addition to the City of Grand Island, Hall County, Nebraska.

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ARTICLE 1

DEFINITIONS

Unless otherwise defined, the following words and phrases when used in this Declaration, or in connection with this Declaration, shall have the meanings set forth in this Article 1.

1.1 **"Additional Property"** means any real property other than the "Initial Covered Property", together with all Improvements located thereon, that is subsequently included and subjected to this Declaration pursuant to Section 2.2.

1.2 **"Areas of Association Responsibility"** means (a) all Common Areas; and (b) all land, and the improvements situated thereon, located within the boundaries of a Lot or a public right-of-way which the Association is obligated to maintain, repair and replace pursuant to the terms of this Declaration, a Supplemental Declaration or other Recorded document executed by the Declarant or the Association.

1.3 **"Articles"** means the Articles of Incorporation of the Association, as amended from time to time.

1.4 **"Assessable Lot"** means a Lot owned by a Person other than the Declarant or a Designated Builder.

1.5 **"Assessment"** means a Regular Assessment, Special Assessment, Enforcement Assessment, or Subdivision Assessment.

1.6 **"Assessment Lien"** means the lien created and imposed by Section 8.9.

1.7 **"Assessment Period"** means the period set forth in Section 8.6.

1.8 **"Association"** shall mean and refer to Copper Creek Rodney Leon Community Association, Inc., a Nebraska nonprofit corporation, and its successors and assigns.

1.9 **"Association Rules"** means the rules adopted by the Board pursuant to Section 7.3.

1.10 **"Board"** means the Board of Directors of the Association

1.11 **"Builder"** means The Guarantee Group, L.L.C. and/or its assigns.

1.12 **"By-Laws"** means the By-Laws of the Association, as amended from time to time.

1.13 **"Collection Costs"** means all costs, fees, charges, and expenditures, including without limitation attorneys' fees (whether or not a legal action is filed), court costs, filing fees, and recording fees incurred by the Association in collecting and/or enforcing payment of Assessments, monetary penalties, late fees, demand fees, interest, or other amounts payable to the Association pursuant to this Declaration.

1.14 **"Common Area"** means that portion of the real property described herein and all other land, together with all Improvements situated thereon, that the Association owns in fee or in which the Association has a leasehold interest, for as long as the Association is the owner of the fee or leasehold interest, intended for common benefit and use of its Members. Common Area shall not include any Lot that the Association acquires by foreclosure of the Assessment Lien or deed in lieu of foreclosure.

1.15 **"Common Expenses"** means the actual and estimated expenses incurred or anticipated to be incurred by or on behalf of the Association, including any allocations to reserves determined by the Board to be necessary and appropriate, and all other financial liabilities of the Association.

1.16 **"Community Documents"** means, collectively, this Declaration, the Articles, the By-laws, the Association Rules, and the Design Guidelines, all as amended from time to time.

1.17 **"County"** means Hall County, Nebraska.

1.18 **"Declarant"** means The Guarantee Group L.L.C., a Nebraska Limited Liability Company, and any person to whom it may expressly assign any or all of its rights under this Declaration by

a Recorded instrument. A person or entity shall be deemed to be a "successor and assign" of Declarant if such person or entity is specifically so designated in a duly-recorded instrument and only as to the particular rights or interests of Declarant under this Declaration that are specifically designated in the Recorded instrument. A successor or assign of Declarant shall have the right to assign to another person or entity all or any portion of the rights or interests assigned to it in accordance with the foregoing by means of a duly-recorded instrument specifying the rights and interests so assigned, except to the extent that the assignment from Declarant prohibits or limits such right.

1.19 **"Declarant Control Period"** means the period commencing upon the Recording of this Declaration and ending on the date that the Class B membership in the Association terminates pursuant to Section 7.13.

1.20 **"Declaration"** means this Declaration of Covenants, Conditions, Restrictions, and Design Guidelines for Copper Creek Rodney Leon Subdivision.

1.21 **"Design Guidelines"** means the procedures, standards, and guidelines adopted by the Design Review Committee pursuant to Article 3, as amended or supplemented from time to time.

1.22 **"Design Review Committee"** means the committee created pursuant to Article 3.

1.23 **"Designated Builder"** means any Builder that is designated by the Declarant as a "Designated Builder" in a Supplemental Declaration or in a written notice given by the Declarant to the Association.

1.24 **"Enforcement Assessment"** means an assessment levied pursuant to Section 8.5.

1.25 **"First Mortgage"** means any mortgage or deed of trust on a Lot which has priority over all other mortgages and deeds of trust on the same Lot.

1.26 **"First Mortgagee"** means the holder or beneficiary of any First Mortgage.

1.27 **"Improved Lot"** means a Lot on which a completed Residence is situated. For purposes of this Declaration, a Residence shall be deemed completed when a Certificate of Occupancy or similar permit has been issued for the Residence by the City of Grand Island.

1.28 **"Improvement"** means: (a) any Residence, building, fence, or wall; (b) any swimming pool, tennis court, playground equipment, or basketball goal, backboard, or apparatus; (c) any road, driveway, or parking area; (d) any trees, plants, shrubs, grass, or other landscaping improvements of any type and kind; (e) any statuary, fountain, artistic work, craft work, figurine, or ornamentation of any type or kind; and (f) any other structure of any type, kind, or nature. Improvement does not include any repair or replacement of any then-existing improvement that does not materially alter its exterior appearance.

1.29 **"Initial Covered Property"** means the real property, together with all Improvements located thereon, described herein.

1.30 **"Lot"** means a parcel of land within the Project designated as a "lot" on the Plat, whether improved or unimproved, intended for independent ownership and use, and any Residence, building, structure, or other Improvement situated thereon.

1.31 **"Maintenance"** means care, inspection, maintenance, operation, repair, repainting, remodeling, restoration, improvement, renovation, alteration, replacement, and reconstruction.

1.32 **"Maintenance Standard"** means the standard of Maintenance of Improvements situated on Lots established from time to time by Board or, in the absence of any standard established by the Board, the standard of Maintenance of Improvements situated on Lots generally prevailing throughout the Project.

1.33 **"Member"** means any Person who is a member of the Association as provided in Section 7.12.

1.34 **"Owner"** means the record owner, whether one or more Persons, of beneficial or equitable title (and legal title if the same has merged with the beneficial or equitable title) to the fee simple

interest of a Lot. Owner shall not include Persons having an interest in a Lot merely as security for the performance of an obligation. Owner shall include a Purchaser under a Recorded contract for the conveyance of real property subject to the provisions of Nebraska real estate law. Owner shall not include a Purchaser under an unrecorded purchase contract and receipt, escrow instruction, or similar executory contract intended to control the rights and obligations of the parties to the executory contract pending the closing of a sale or purchase transaction. In the case of a Lot subject to a deed of trust pursuant to Nebraska Statutes, the trustor shall be deemed to be the Owner. In the case of a Lot to which fee simple title is vested in a trustee pursuant to a subdivision trust agreement or similar agreement, the beneficiary of any such trust who is entitled to possession of the trust property shall be deemed to be the Owner.

1.35 **"Person"** means a natural person, corporation, business trust, estate, trust, partnership, association, limited liability company, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.

1.36 **"Plat"** means (a) the initial subdivision and all additional subdivisions intended to be part of the Copper Creek Rodney Leon Subdivision, and all amendments, supplements, and corrections thereto; and (b) any plat Recorded against any part of the Additional Property that is subsequently included and subjected to this Declaration pursuant to Section 2.2, and all amendments, supplements, and corrections thereto.

1.37 **"Property"** or **"Project"** means the Initial Covered Property and all portions of the Additional Property that are subsequently included and subjected to this Declaration pursuant to Section 2.2.

1.38 **"Purchaser"** means any Person, other than the Declarant, who becomes the Owner of a Lot by means of a voluntary transfer, except for (a) a Person who purchases a Lot and then leases it to the Declarant for use as a model in connection with the sale of other Lots; (b) a Person who, in addition to purchasing a Lot, is assigned any or all of the Declarant's rights under this Declaration; or (c) a Designated Builder.

1.39 **"Recording"** or **"Record"** means placing an instrument of public record in the office maintained for recording documents affecting real property in Hall County, Nebraska, and **"Recorded"** means having been so placed of public record.

1.40 **"Regular Assessment"** means an assessment levied pursuant to Section 8.2.

1.41 **"Residence"** means any building or portion of a building situated upon a Lot and designed and intended for independent ownership and for use and occupancy as a residence.

1.42 **"Resident"** means each person occupying or residing in any Residence.

1.43 **"Special Assessment"** means any assessment levied pursuant to Section 8.3.

1.44 **"Subdivision Assessment"** means any assessment levied pursuant to Section 8.4.

1.45 **"Subdivision Assessment Area"** means a portion of the Project designated in a Supplemental Declaration as an area containing Subdivision Common Areas or as an area in which the Association will provide Subdivision Services.

1.46 **"Subdivision Common Area"** means any part of the Common Area that is designated in a Supplemental Declaration as being for the sole or primary benefit of the Owners and Residents of a particular part of the Project. Subdivision Common Areas may include, without limitation, drainage or retention areas, landscape medians, and areas designated as parks.

1.47 **"Subdivision Expenses"** means the actual or estimated expenses, including allocations to reserves, incurred or anticipated to be incurred by the Association for the maintenance, repair, and replacement of Subdivision Common Areas or to provide Subdivision Services to the Owners and Residents in a Subdivision Assessment Area.

1.48 **"Subdivision Services"** means services designated in a Supplemental Declaration as being for the sole or primary benefit of the Owners and Residents of a particular part of the Project. Subdivision Services may include, without limitation, landscape maintenance services for landscaping situated on a Subdivision Common Area.

1.49 **"Supplemental Declaration"** means a Supplemental Declaration Recorded pursuant to Section 2.3.

1.50 **"Visible From Neighboring Property"** means, with respect to any given Improvement, that such Improvement is or would be visible to a natural person six feet tall, standing at ground level on any part of any Lot, Common Area, or public street within or adjacent to the Project.

ARTICLE 2

PROPERTY AND PERSONS BOUND BY DECLARATION

2.1 Purpose and Binding Effect.

Declarant intends by this Declaration to impose upon the Property covenants, conditions, restrictions, and easements to create a general plan of development for the Property and to provide a flexible and reasonable procedure for the administration, maintenance, preservation, use, and enjoyment of the Property. Declarant declares that all of the Property shall be held, sold, used, and conveyed subject to the easements, restrictions, conditions, and covenants set forth in this Declaration, which are for the purpose of protecting the value, desirability, and appearance of the Property. Declarant further declares that all easements, restrictions, conditions, and covenants in this Declaration shall run with the Property and shall be binding upon and inure to the benefit of the Declarant and all Owners, Residents, and other Persons having or acquiring any right, title, or interest in the Property or any part thereof, and their heirs, successors, successors in title, or assigns. Each Person who acquires any right, title, or interest in the Property or any part thereof agrees to abide by all of the provisions of the Community Documents. This Declaration shall be binding upon, for the benefit of, and enforceable by the Association.

2.2 Inclusion of Additional Property.

So long as the Declarant or any Designated Builder owns any parcel of real estate or holds an option to purchase any parcel of real estate to be included in the Project as Additional Property, the Declarant or Designated Builder shall have the right to include and subject such Additional Property to this Declaration; provided, however, that so long as the Declarant owns or holds an option to purchase any Additional Property, the inclusion of such Additional Property by a Designated Builder must be approved in writing by the Declarant. The inclusion of any Additional Property shall be effected by the Declarant or Designated Builder Recording a Declaration of Inclusion setting forth the legal description of the Additional Property and stating that such Additional Property is thereby included and subjected to this Declaration. If any portion of the Additional Property to be included is not owned by the Declarant or the Designated Builder, the Declaration of Inclusion must be signed by each owner of fee title to such Additional Property.

Additional Property may be included as a whole at one time, or in one or more portions at different times, or it may never be included, and there are no limitations upon the order of inclusion or the boundaries thereof. Additional Property included by the Declarant or any Designated Builder pursuant to this Section need not be contiguous with other property already subject to this Declaration, and the exercise of the right of inclusion as to any Additional Property shall not bar the further exercise of the right of inclusion as to any other Additional Property. Neither the Declarant nor any Designated Builder makes any assurances as to what, if any, Additional Property will be included.

After neither the Declarant nor any Designated Builder owns any Lot or holds an option to purchase any Lot, the Association may include and subject Additional Property to this Declaration by executing and Recording a Declaration of Inclusion setting forth the legal description of the Additional Property and stating that such Additional Property is thereby included and subjected to this Declaration, provided that the inclusion is approved by Owners holding at least seventy-five percent (75%) of the total votes in the Association and the Declaration of Inclusion is signed by the owners of fee title to such Additional Property.

2.3 Supplemental Declaration.

So long as the Declarant owns one or more Lots, the Declarant shall have the right to Record one or more Supplemental Declarations for various parts of the Project. After the Declarant no longer owns any Lot, any Designated Builder may Record one or more Supplemental

Declarations for various parts of the Project. The right of the Designated Builders to Record Supplemental Declarations shall terminate at such time as no Designated Builder owns any Lot. If the property to be covered by a Supplemental Declaration is not owned by the Declarant or a Designated Builder that has executed the Supplemental Declaration, then the Supplemental Declaration must also be signed by the owners of fee title to the property covered by the Supplemental Declaration. A Supplemental Declaration may designate Common Areas or other Areas of Association Responsibility and impose such covenants, conditions, restrictions, and easements as the Declarant or Designated Builder executing the Supplemental Declaration deems appropriate for the property to be covered by the Supplemental Declaration. A Supplemental Declaration may also designate Subdivision Assessment Areas, Subdivision Common Areas, and Subdivision Services. If a Supplemental Declaration designates any Subdivision Common Areas or Subdivision Services, the Supplemental Declaration shall also designate the Subdivision Assessment Area containing the Lots that will subject to a Subdivision Assessment. A Supplemental Declaration may only be amended by a written instrument executed by: (a) the Owners representing more than 75% of the votes held by the Owners of all the Lots subject to the Supplemental Declaration; (b) the Declarant, so long as the Declarant owns any Lot in the Project; (c) after the Declarant no longer owns any Lot, all Designated Builders owning any Lots in the Project; and (d) after neither the Declarant nor any Designated Builders own any Lot, the Board.

2.4 Obligation to Construct Association Common Area Improvements.

The Builder or other owner of real property identified or designated on a Plat or in a Supplemental Declaration as real property that is to be Common Area or to be an Area of Association Responsibility shall be responsible for installing and constructing Improvements on such real property in accordance with plans and specifications for such real property approved by the Design Review Committee. The construction and installation of Improvements on any such real property shall be constructed in a good and workmanlike manner in accordance with applicable industry standards and shall be completed within such time period as may be specified by the Design Review Committee. Upon completion of the construction and installation of Improvements on any real property designated as Common Area, the Owner of such real property shall convey fee title to the real property to the Association. The Association shall accept the conveyance of such real property so long as all the following conditions are met: (a) the Owner provides the Association, at the Owner's expense, with a standard-coverage owner's policy of title insurance, in an amount reasonably acceptable to the Association, issued by a title insurance company authorized to transact such business in the State of Nebraska, insuring that the Association is the Owner of fee title to the real property subject to any liens and other matters as may be approved by the Association; and (b) all warranties applicable to the Improvements constructed or installed on the real property are assigned to the Association.

2.5 Farming and Agricultural Uses.

The Project is located in proximity to existing farming and other agricultural operations with potential activity 24 hours per day, seven days per week, in perpetuity. As a result, residents of the Project may be exposed to nuisances associated with the farming and agricultural operations in the immediate and surrounding area, including but not limited to noise, odors, dust, grazing of animals, flies, pollen, chaff from harvesting, pesticide spray applications, and farm equipment operations. Declarant makes no representations or warranties whatsoever with regard to farming and agricultural operations.

2.6 Disclaimer of Implied Covenants.

Declarant makes no representation or warranty that the Project will be developed in accordance with the zoning and development plan for the Project as it exists as of the Recording of this Declaration. Each Owner, Resident, and other Person acquiring any Lot or other real property in the Project acknowledges that the zoning and development plan may be amended from time to time by the County. Declarant makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of the Community Documents or as to the compliance of any provision of the Community Documents with public laws, ordinances, or regulations applicable to the Project. Nothing contained in this Declaration and nothing that may be represented to a Purchaser by real estate brokers or salesmen shall be deemed to create any implied covenants, servitudes, or restrictions with respect to the use of any Property subject to this Declaration.

ARTICLE 3

ARCHITECTURAL CONTROL

3.1 Introduction.

Copper Creek Rodney Leon Subdivision is planned as a residential living community, and the Declarant will be incorporating its planning and development experience in applying criteria to the development of this residential living community.

Because Copper Creek Rodney Leon Subdivision will develop over many years, its development philosophy, goals, and objectives have been crafted to guide development and design well into the future in a way that accommodates the full spectrum of community needs. The design guidelines provide an overall framework for (a) achieving visual harmony; (b) enhancing harmony with the built environment by stimulating a natural, agreeable, and appropriate diversity of style; and (c) establishing a review process appropriate to ongoing development and major changes within the community.

Neighborhoods and architecture should be unique and discernible. A commitment to distinctive residential architecture provides a strong influence at this residential living community. Design Guidelines provide an overall framework to allow the community to develop and progress in an orderly and cohesive manner, implementing planning and design concepts that are both required by regulatory agencies and desirable to its Residents. Design Guidelines include minimum standards for the design, size, location, style, structure, materials and color of architecture and landscaping, and relevant criteria for the construction or modification of all Improvements made by any party other than the Declarant. They also establish a process for the judicious review of proposed improvements or alterations. However, Design Guidelines are not the exclusive basis for decisions of the Design Review Committee ("DRC"), and compliance with these Design Guidelines does not guarantee approval of any application.

These Design Guidelines have been prepared by the Declarant and adopted by the Association. All terms used but not defined herein shall be given the meanings ascribed to such terms in the Declaration and any supplements or amendments thereto, unless the context requires otherwise. These Design Guidelines will be administered by the DRC pursuant to this Article 3.

In the event of conflict between these Design Guidelines and any government ordinance, building code, or regulation, the more restrictive standard shall prevail unless otherwise mandated by such ordinances, codes, or regulations. In the event of conflicts between these Design Guidelines and the Declaration, the Declaration shall control.

These Design Guidelines shall not apply to any activities of the Declarant.

3.2 Approval Required.

As used in this Article 3, "Construction" means any devegetation, excavation, or grading work or the construction, erection, or installation of an Improvement on a Lot; and "Modification" means an addition, alteration, repair, change, or other work that in any way alters the exterior appearance of any Improvement located on a Lot. No Construction or Modification shall be made or done without the prior written approval of the DRC.

Any Owner desiring approval of the DRC for any Construction or Modification shall submit to the DRC a written request for approval specifying in detail the nature and extent of the Construction or Modification that the Owner desires to perform. The request for approval must be accompanied by plans or specifications showing the nature, kind, color, shape, height, materials, and location of the Improvements and such other information as may be required by the Design Guidelines. Any Owner requesting the approval of the DRC shall also submit to the DRC any additional information, plans, and specifications that the DRC may request.

In the event that the DRC fails to approve or disapprove a complete application for approval within forty-five (45) days after the application, together with any fee payable pursuant to Section 3.7 and all supporting information, plans, and specifications requested by the DRC, have been submitted to the DRC, approval will not be required and this Section will be deemed to have been complied with by the Owner who requested approval of such plans. Approval by the DRC of any

Construction or Modification shall not be deemed a waiver of the DRC's right to withhold approval of any similar Construction or Modification subsequently submitted for approval.

The provisions of this Article 3 do not apply to, and approval of the DRC shall not be required for, any Construction or Modification or any other work made by or on behalf of the Declarant or a Designated Builder. The approval required of the DRC pursuant to this Section shall be in addition to, and not in lieu of, any approvals or permits that may be required under any federal, state, or local law, statute, ordinance, rule, or regulation.

3.3 Review of Plans.

In reviewing plans and specifications for any Construction or Modification, the DRC may consider any and all factors that the DRC, in its sole and absolute discretion, determines to be relevant, including but not limited to: (a) the harmony of the proposed Improvements with existing Improvements in the Project or with Improvements previously approved by the DRC but not yet constructed; (b) the location of the proposed Improvements in relation to existing topography, finished grade elevations, roads, Common Area, and other structures; (c) the exterior design, finish materials, and color of the proposed Improvements; and (d) compliance of the proposed Improvements with this Declaration and the Design Guidelines. The DRC may disapprove plans and specifications for any Construction or Modification even though the plans and specifications may be in substantial compliance with this Declaration and the Design Guidelines if the DRC, in its sole and absolute discretion, determines that the proposed Construction or Modification, or some aspect or portion thereof, is undesirable or unattractive.

Decisions of the DRC may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and attractiveness of certain Improvements. Each Owner agrees that the decision of the DRC shall be final on all matters submitted to it pursuant to this Declaration.

Any approval by the DRC of standard plans for use by a Designated Builder shall apply to all Lots on which such Designated Builder desires to use such plans, and shall not be subject to subsequent rescission or modification without the Designated Builder's consent.

The DRC, by resolution, may exempt certain Construction or Modifications from the application and approval requirements of this Article 3, provided such Construction or Modifications are undertaken in strict compliance with the requirements of such resolution. Approval shall not be required to re-side the exterior of a structure in accordance with the originally-approved color scheme or to rebuild in accordance with originally-approved plans and specifications. Any Owner may remodel, paint, or redecorate the interior of a Residence without approval so long as such activity does not affect the exterior appearance of the Residence.

3.4 Variances.

The DRC may grant variances from compliance with any provision of the Design Guidelines in circumstances where the design meets the intent of the provision sought to be varied and where granting of the variance would enhance design innovation and excellence, or when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations so require, and where the DRC determines, in its sole discretion, that the objective of the particular requirement can still be achieved. No variance shall be effective unless in writing and signed by the authorized representative of the DRC. No variance may be contrary to this Declaration or prevent the DRC from denying a variance in other circumstances under which the DRC previously granted a variance. For purpose of this Section, the inability to obtain approval of any governmental agency, issuance of any permit, or the terms of any financing shall not constitute hardships.

3.5 Construction of Improvements.

Upon receipt of approval from the DRC for any Construction or Modification, the Owner who had requested such approval shall commence the Construction or Modification approved by the DRC within ninety (90) days after the date of such approval and shall diligently pursue such Construction or Modification so that it is completed as soon as reasonably practicable and within such time as may be prescribed by the DRC. If the Construction or Modification is not commenced

within the time period presented in this Section, the DRC may revoke its approval of the Construction or Modification.

3.6 **No Changes Without Approval.**

Any Construction or Modification approved by the DRC must be done or performed in accordance with the plans and specifications approved by the DRC. No change, deletion, or addition to the approved plans and specifications may be made without the prior written approval of the DRC. In the event of damage to or destruction of any Improvement on any Lot, the Owner thereof shall, subject to the approval of the DRC, either: (i) cause the damaged or destroyed Improvement to be replaced or restored to its original condition or such other condition as may be approved in writing by the DRC or (ii) the Owner shall cause the damaged or destroyed Improvement to be demolished and the Lot to be suitably landscaped, so as to present a pleasing and attractive appearance.

3.7 **Review Fee.**

The DRC shall have the right to charge a fee for reviewing requests for approval of any Construction or Modification, which fee shall be payable at the time the application for approval is submitted to the DRC. The fee charge by the DRC may include the actual or estimated fees or costs incurred or anticipated to be incurred by the DRC in consulting with, or having the application reviewed by, architects, engineers, or other professionals. The Association may retain architects, engineers or other professionals as deemed necessary to review applications or otherwise assist the DRC.

3.8 **New Construction.**

All Improvements constructed on Lots shall be of new construction, and no buildings or other structures shall be removed from other locations on to any Lot. The following architectural standards have been adopted by the Declarant: (a) Home Size. Homes shall contain a minimum square footage, exclusive of other accessory structures, of 1,100 square feet of fully-enclosed living area on the main level. (b) Roof Pitch. The roof pitch for homes shall be at least a 4/12 pitch. (c) Roofing Material. The roof material shall be of at least 30-year architectural asphalt shingles. The roof shall be a color to compliment the Residence as determined by the DRC. (d) Home Siding. The siding of the Residence and any ancillary buildings shall be of cement board material, with a maximum exposure of 8 inches of LAP, with both the Residence and ancillary buildings matching in color.

3.9 **No Warranty.**

The approval by the DRC of any Construction or Modification shall not be deemed a warranty or representation by the DRC as to the quality of such Construction or Modification or that such Construction or Modification conforms to any applicable building codes or other federal, state, or local law, statute, ordinance, rule, or regulation. The DRC shall not be liable or bear any responsibility for (a) ensuring the structural integrity, quality, soundness, or workmanship of any Construction or Modification approved by the DRC, (b) ensuring compliance with building codes or other governmental requirements, or (c) ensuring that all Improvements are of comparable quality, value, size, or structural integrity.

3.10 **Conditional Approval.**

The DRC may condition its approval of plans and specifications upon the agreement by the Owner submitting such plans and specifications to furnish to the Association a bond or other security acceptable to the DRC in an amount determined by the DRC to be reasonable sufficient to (a) assure the completion of the proposed Construction or Modification, or the availability of funds adequate to remedy any nuisance or unsightly conditions occurring as a result of the partial completion of such Construction or Modification, and (b) repair any damage that might be caused to any Area of Association Responsibility as a result of such work. Provided there is no damage caused to any Area of Association Responsibility by the Owner or its agents or contractors, any such bond shall be released or security shall be fully refundable to the Owner upon the completion of the Construction or Modification in accordance with the plans and specifications approved by the DRC and upon the Owner's written request to the DRC.

3.11 **Improvements to Area of Association Responsibility.**

If plans and specifications submitted to the DRC pertain to an Improvement that is within an Area of Association Responsibility so that the Association would be responsible for the maintenance, repair, or replacement of such Improvement, the DRC may condition its approval of the plans and specifications for the proposed Construction or Modification with respect to the Improvement on the execution by the Owner of an agreement, in form and substance acceptable to the DRC and the Board, that obligates the Owner to reimburse the Association for the future cost of the repair, maintenance, or replacement of such Improvement. Any such agreement shall be Recorded.

3.12 **Design Review Committee.**

So long as the Declarant or any Designated Builder owns one or more Lots, the Declarant and Designated Builders shall have the right to determine the number of members on the DRC and to appoint and remove the members of the DRC. At such time as neither the Declarant nor Designated Builders own any Lot, the Board shall determine the number of members on the DRC, and the members of the DRC shall be appointed and may be removed by the Board. The Declarant or any Designated Builder may at any time voluntarily surrender its right to appoint and remove the members of the DRC and, in that event, may require, for so long as the Declarant or Designated Builder own any Lot, that specified actions of the DRC, as described in a Recorded instrument executed by the Declarant or Designated Builder, be approved by the Declarant or Designated Builder before they become effective.

The DRC may adopt, amend, and repeal architectural guidelines, standards, and procedures to be used in rendering its decisions ("Design Guidelines"). The Design Guidelines may include without limitation provisions regarding (a) the size and height of Residences; (b) architectural design, with particular regard to the harmony of the design with the surrounding structures and topography; (c) placement of Residences and other buildings; (d) landscaping design, content, and conformance with the character of the Property and permitted and prohibited plants; (e) exterior color schemes, finishes, and materials; (f) signage; (g) perimeter and screen wall design and appearance; (h) time periods for commencement and completion of any approved Construction or Modification; and (i) rules and regulations governing Construction activities. Any adoption, amendment, or repeal of the Design Guidelines after neither the Declarant nor the Designated Builder has the right to appoint the DRC must be approved by the Board.

The DRC may establish one or more subcommittees consisting of one or more members of the DRC and may delegate to any such subcommittee the authority and power of the DRC to approve or disapprove any Construction or Modification within a specified portion of the Project.

3.13 **Compliance Deposit.**

The DRC shall have the right, on a case-by-case basis and in its sole discretion, to condition its approval of plans and specifications upon the receipt by the DRC of a deposit (the "Compliance Deposit") to secure the performance of the Owner's obligations under this Section to (a) clean up and/or remove equipment, building materials, dirt, debris, and similar materials, (b) protect Improvements from damage and repair any damage sustained in connection with Construction activities by or for the benefit of Owner, and (c) ensure that the Construction or Modification will be made in accordance with the plans and specifications approved by the DRC. The Compliance Deposit shall be in such amount as may reasonably be determined by the DRC.

The DRC may apply the Compliance Deposit toward payment of (a) any costs incurred by the DRC or the Association with respect to any construction cleanup or removal required and/or the repair or replacement of any damaged or destroyed Improvements, the cost for which the Owner is responsible, (b) any costs incurred by the DRC or the Association in connection with the inspection of the Construction or Modification to ascertain whether the Construction or Modification is being made in accordance with the approved plans, and (c) any attorneys' fees, court costs, and other costs (including but not limited to costs incurred to correct the violation) incurred by the Association in connection with any violation of the Community Documents related directly or indirectly with the Construction or Modification.

The DRC shall return the unapplied portion of an Owner's Compliance Deposit upon receipt by the DRC of a written request from the Owner and following confirmation by the DRC

that (a) any necessary cleanup work or damages attributable to the Owner or the Owner's employees, agents, contractors, subcontractors, or suppliers has been properly performed, repaired, or replaced, as applicable, (b) all costs attributable to the Owner in connection therewith have been paid in full, and (c) the Construction or Modification was made in accordance with the plans and specifications approved by the DRC.

The liability of an Owner to promptly cleanup such Owner's Lot and any Common Area and to repair or replace any Improvements damaged or destroyed by an Owner or the Owner's employees, agents, contractors, subcontractors, or suppliers shall not be limited to the amount of such Owner's Compliance Deposit, and in no event shall the posting of a Compliance Deposit limit or prejudice the right of the DRC or the Association to pursue any available legal remedies against the Owner or any of Owner's employees, agents, contractors, subcontractors, or suppliers causing the need for cleanup or causing the damage or destruction.

ARTICLE 4

USE RESTRICTION

4.1 Residential Use.

All Lots and Residences shall be used, improved, and devoted exclusively to residential use. No trade or business may be conducted on any Lot or in or from any Residence, except that the Owner of a Residence may conduct business activity within the Residence so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Residence; (b) the business activity is a legal activity and conforms to all applicable zoning ordinances or requirements for the Project; (c) the business activity does not involve persons coming to the Lot to purchase goods or services or the door-to-door solicitation of Owners or Residents in the Project; (d) the use of the Residence for trade or business in no way destroys or is incompatible with the residential character of the Residence or the surrounding neighborhood; (e) the trade or business is conducted only inside the Residence and does not involve the viewing, purchasing, or taking delivery of goods or merchandise at, to, from, or in any Residence; (f) the trade or business is conducted by a Resident or Residents with no employee working in or from the Residence who is not a Resident thereof; (g) the volume of vehicular or pedestrian traffic or parking generated by such trade or business does not result in congestion or is not in excess of what is customary in a residential neighborhood; (h) the trade or business does not utilize flammable liquids or hazardous materials in quantities not customary to a residential use; and (i) the use of the Residence for a trade or business does not violate any other provision of the Community Documents.

The term "business" and "trade" as used in this Section shall be construed to have ordinary, generally-accepted meanings and shall include without limitation any occupation, work, or activity undertaken on an ongoing basis that involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether (a) such activity is engaged in full or part time, (b) such activity is intended to or does generate a profit, or (c) a license is required for such activity.

4.2 Temporary Occupancy and Temporary Buildings.

No trailer; basement of any incomplete building, tent, shack, garage, or barn; and no temporary buildings or structures of any kind shall be used at any time for a Residence, either temporary or permanent. Temporary buildings, trailers, or other structures used during the construction of Improvements approved by the DRC shall be removed immediately after the completion of construction, and in no event shall any such buildings, trailers, or other structures be maintained or kept on any Property for a period of more than six months without the prior written approval of the DRC.

4.3 Nuisances; Construction Activities.

No rubbish or debris of any kind shall be placed or permitted to accumulate on any Lot or other Property, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such Lot or other Property, or any portions thereof or activity thereon, unsanitary, unsightly, offensive, or detrimental to any other Lot or Property in the vicinity thereof or to the Residents. No condition shall be permitted to exist or operate upon any Lot or other Property so

as to be offensive or detrimental to any other Lot or Property in the vicinity thereof or to its Residents. Normal construction activities and parking in connection with the building of Improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Declaration, but Lots shall be kept in a neat and tidy condition during construction periods; trash and debris shall not be permitted to accumulate; and supplies of brick, block, lumber, and other building materials will be piled only in such areas as may be approved in writing by the DRC. In addition, any construction equipment and building materials stored or kept on any Lot during the construction of Improvements may be kept only in areas approved in writing by the DRC, which may also require screening of the storage areas. The provisions of this Section shall not apply to construction activities of the Declarant or a Designated Builder.

4.4 **Nuisances.**

No obnoxious, offensive, noxious, or other activity that would constitute public or private nuisance or annoyance to the neighborhood will be permitted. Without limiting the generality of the foregoing, nothing shall be done or maintained on, in, or under the Property or any portion thereof that may detract from the value or appearance of the Property or any portion thereof as an attractive residential community.

4.5 **Abusive Conduct.**

The Owners, Residents, and their guests shall refrain from public intoxication, profane and abusive language, loud or obnoxious conduct, and disturbing or threatening the rights, comfort, health, safety, welfare, or convenience of other Owners. Owners, Residents, and their guests shall not (a) use, possess, sell, distribute, or manufacture controlled or illegal drugs or other substances or drug paraphernalia; (b) engage in or threaten violence; (c) possess a weapon prohibited by applicable laws; (d) discharge a firearm; (e) display a knife, gun, or other weapon; or (f) bring hazardous materials into the Project.

4.6 **Diseases and Insects.**

No Person shall permit any thing or condition to exist upon any Lot that shall induce, breed, or harbor infectious plant disease or noxious insects.

4.7 **Ancillary Equipment.**

4.7.1 Solar Devices. Roof-mounted equipment (including without limitation mechanical and air conditioning) will not be allowed; provided, however, that if a court of competent jurisdiction enters a final, unappealable order declaring that strict compliance with this Subsection would effectively prohibit the installation or use of a solar energy device within the meaning of Nebraska Statues, then roof-mounted solar heating equipment shall be permitted if screened so as not to be Visible From Neighboring Property to the extent reasonably consistent with the installation and use of such equipment (such as screening to match as closely as possible the color and materials of the Residence to give the appearance of being an integral part of the architecture of the Residence). The DRC must approve screening designs prior to installation. In addition, the DRC will consider the following factors in determining whether to approve the installation of a solar energy device:

(a) Whether feasible alternatives utilizing solar energy are available.

(b) Whether any alternative designs will be comparable in cost and performance.

(c) The feasibility of making the required modifications.

(d) The extent to which the Residence at issue is able to incorporate required changes to its existing architectural design.

(e) Whether decisions previously made by the Owner or prior Owner are responsible for limiting or precluding the installation of a solar device rather than the restrictions themselves.

(f) The location.

(g) Whether the restrictions impose too great a cost in relation to what typical Owners in the community are willing to spend.

4.7.2 Mechanical Equipment. Window type air conditioners will not be allowed whether installed in a window or a wall.

4.7.3 Antenna or Satellite Dishes. No antenna, aerial, satellite dish, or other device for the transmission and/or reception of television or radio (including amateur or ham radio) signals of any kind (collectively, "Antennae") will be allowed outside the Residence, except those Antennae for which installation and use is protected under Federal law or regulations (generally, certain antennae under one meter in diameter or less). To eliminate the possibility of miscommunication and/or noncompliance of the Design Guidelines, Owners are required to apply to the DRC for prior approval of Antennae installation.

If prior approval is not received from the DRC, the Owner accepts full responsibility and cost for covering the violation to comply with Design Guidelines. Antennae must meet the following guidelines:

(a) Antennae shall be designed to assure the minimal visual intrusion possible (i.e., is located in a manner that minimizes visibility from the street or neighboring properties) and preserve the Design Guidelines.

(b) Antennae shall comply to the maximum extent feasible with the Design Guidelines within the confines of applicable Federal regulations (i.e., without precluding reception of quality signal or unreasonably increasing the cost of the antenna).

(c) Dishes twenty-nine (29) inches or smaller in diameter are approved by the DRC for rear or side locations, if appropriately screened and not within the 20-foot setback. Side house mounts are permitted at a minimum of fifteen (15) feet from the front corner of the structure.

(d) Any transmission cable from a receiver to the Residence must be underground, as provided in this Declaration.

The DRC review for approval or denial for any antenna or satellite dish must occur within ten (10) days of the DRC's receipt of the request. A request shall be deemed to be approved if the Owner has not been notified by the DRC of disapproval prior to the expiration of the 10-day review period.

4.7.4 Restriction of Owner Remedies. Notwithstanding the foregoing, however, by accepting a deed to any Lot, each Owner covenants and agrees that he or she will not bring any action, claim, or suit for damages against the Association, any member of the Board or of the DRC, or the Declarant for any acts taken, or for any failure to take action, in reviewing and approving, disapproving, or conditionally approving any matters pursuant to this Section. Rather, the sole and exclusive remedy that any Owner may obtain for any violation of said regulations, or of any other legal requirements pertaining to antennas or satellite dishes, shall be an action for specific performance to require the approval of the placement of the same on the Lot in question.

4.8 Mineral Exploration.

No Lot shall be used in any manner to explore for or to remove any water, oil, or other hydrocarbons, minerals of any kind, gravel, gas, or earth substance of any kind. No Owner shall drill a well for the purpose of extracting water from the ground or construct a septic or sewage disposal system on any Lot.

4.9 Trash Containers and Collection.

Declarant and Association reserve the right to provide or subcontract for garbage pickup. In the event that Declarant or the Association provide or subcontract for garbage pickup, each Owner agrees to contract with the Declarant or Association, or its designated subcontractor, for his or her own garbage pickup. Garbage must be picked up a minimum of once per week at the Owner's expense. All refuse, papers, and garbage bags shall be stored in proper refuse containers between garbage pickup days. If refuse containers are provided by the contractor providing refuse collection, such containers shall be the only ones used for refuse disposal. Garbage shall be placed at curbside no sooner than the evening prior to the designated pickup day. Refuse containers or recycling bins shall be kept in the garage and not visible on the street. Except as specifically provided herein, refuse piles or other unsightly objects or materials shall not be placed upon the Property. All receptacles or other equipment for the storage or disposal of refuse materials shall

be kept in a clean and sanitary condition. No Lot, easement, or Common Area shall be used or maintained as a dumping ground for rubbish. Trash, garbage, grass clippings, and other waste shall be disposed of in a sanitary manner and shall not be burned in incinerators, barbecues, barbecue pits, or otherwise.

4.10 **Utility Service.**

No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, or radio signals, shall be erected, placed, or maintained anywhere in or upon any Lot unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under, or on buildings or other structures as approved by the DRC. No provision of this Declaration shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or structures approved by the DRC.

4.11 **Clothes Drying Facilities.**

Clotheslines that are collapsible or umbrella type clotheslines are permissible. All such clotheslines will be stored at the rear of the Lot in a location that is not visible from the street. Laundry hung from clotheslines shall be removed as quickly as possible but no more than 24 hours from placement.

4.12 **Animals.**

House pets (defined as cats or dogs) are permitted to be kept by the Owners or Residents, provided they are maintained and controlled by the pet owner and are not raised, bred, kept, or maintained for any commercial purpose. No farm animals, livestock, poultry, or vicious or dangerous animals shall be allowed. All pets shall wear an identification collar and rabies tags. Pets must stay in their own yards and shall not be left outside unattended. Pets must be kept on a leash at all times when not on the Owner's or Resident's Lot. Pet owners shall deter their pets from barking or making loud noises and shall be responsible for any barking or any other noise that constitutes a nuisance. No dog house shall be erected or placed on any Lot. A dog house must be integrated in an ancillary structure (storage shed) on the Lot. Damage to any Lot caused by pets shall be repaired immediately by the pet owner at the pet owner's expense. If pets are walked, the pet owner is required to clean up all pet droppings immediately. Notwithstanding anything contained in this Section to the contrary, no more than two pets shall be allowed to be kept on any Lot at any time.

The Board may adopt rules and regulations further restricting and governing animals within the Project.

4.13 **Machinery and Equipment.**

No machinery or equipment of any kind shall be placed, operated, or maintained upon or adjacent to any Lot, except such machinery or equipment as is usual and customary in connection with residential use of property or necessary for the construction of a Residence, building, structure, or other Improvement on the Lot.

4.14 **Signage.**

Posting of signs of any kind (including posters, circulars, and billboards) is prohibited, except those required by law and the following:

See Exhibit E for Real Estate "For Sale" Sign Specifications.

(a) One DRC-approved real estate "For Sale" sign may be placed in the front yard only of a Residence, subject to the following limitations:

(i) The sign shall be installed such that the top of the sign is no more than thirty-six inches (36") above ground level and shall be placed perpendicular to the curb or sidewalk a minimum of eighteen inches (18") therefrom.

(ii) No corner signs are permitted.

(iii) One single six inch by twenty-four inch (6" x 24") double-sided rider in matching color and print may be attached to the lower signpost, containing broker's name, agent's name, and one phone number.

(iv) No advertising riders, balloons, banners, flags, or other promotional material may be attached to the sign or Residence.

(v) No flyers, tubes, or containers may be attached to the sign.

(vi) Signs must be removed seven (7) days after close of escrow and may not have a "Sold" rider attached.

(vii) No signs will be permitted in windows or on rear fences or any portion of the body of the Residence.

(viii) The Owner shall be responsible for obtaining the sign and for appropriate placement, maintenance, and removal of the sign.

(b) In the event that a non-approved sign is observed, the Association will provide the Owner with written notice allowing three (3) days for sign removal. If the sign has not been removed at the end of the 3-day notice period, the Association reserves the right to impose a fine of $100.00 per day on the Owner until the sign is removed. The Association reserves the right to have any non-approved sign removed at the Owner's expense.

(c) Owners will be permitted to post "no soliciting" signs near or on the front door or in the front yard near the entrance of the Residence. Such "no soliciting" signs shall not exceed one foot (1') in height if placed in the ground and, additionally, shall not exceed a size of thirty-six (36) square inches.

(d) Owners will be permitted to post a reasonable number of professionally-designed home protection/security signs from a security/alarm company providing services to such Owner or the Residence. One single-sided security/alarm sign not exceeding two feet (2') in overall height from finish grade and seventy-two (72) square inches in size may be placed in the front yard where it is visible to persons approaching the Residence, and one sign not exceeding sixteen (16) square inches in size may also be placed in the windows of the Residence.

(e) "Open House" (or "OH") directional signs, which give direction to a house that is for sale to which the public is invited for a walk-in inspection, are permitted under the following conditions:

(i) OH signs are permitted between the hours of 8:00 a.m. and 6:00 p.m.

(ii) OH signs shall be contained to an industry standard size.

(iii) No more than two OH signs will be permitted per Lot. This excludes the one For Sale sign allowed to be posted on the Lot.

(iv) OH signs will be permitted to be erected in the Common Areas at designated locations.

(v) No attachments or riders are permitted, including flags, balloons, etc.

(vi) OH signs will not be permitted on any main arterial streets leading into the Property.

(vii) OH signs will not be permitted at the main entrances.

(f) In addition to address requirements set forth in Section 5.1, one home identification sign, not to exceed seventy-two (72) square inches in size, identifying a Lot or Residence by address or Owner will be permitted.

(g) Political signs may be displayed under the following restrictions:

(i) One political sign, not to exceed five hundred seventy-six (576) square inches in size, may be displayed on an Owner's Lot.

(ii) Political signs shall not be displayed earlier than forty-five (45) days before the day of an election and shall be removed no later than seven (7) days after an election.

(iii) Political signs shall not be placed on any Common Areas unless prior approval is granted in writing by the Board.

(iv) Political signs shall not be permitted in the medians, on any sidewalks or roadways, or on any arterial streets leading into the Property.

(h) Notwithstanding the foregoing, Declarant shall be allowed to install any sign(s) necessary or desirable for purposes connected with the development or sale of Lots within the Property.

(i) Notwithstanding the foregoing, the DRC may require the removal of any sign (other than a sign installed by Declarant) that it determines is inconsistent with the Design Guidelines with respect to color, content, materials, and location or otherwise.

4.15 **Further Subdivision, Property Restrictions, Rezoning, and Time Shares.**

Without the prior written approval of the DRC and the Board, no Owner other than the Declarant or a Designated Builder shall do any of the following: (a) further subdivide a Lot or separate a Lot into smaller lots or parcels; (b) convey or transfer less than all of a Lot, or (c) replat the Lot or combine the Lot with other Lots. No further covenants, conditions, restrictions, or easements shall be Recorded by an Owner, or other Person on behalf of the Owner, unless they shall satisfy the requirements of Section 2.3. No Lot shall be subjected to or used for any timesharing, cooperative, weekly, monthly, or any other type of revolving or periodic occupancy by multiple owners, cooperators, licensees, or timesharing participants.

4.16 **Vehicles, Vehicle Repair, and Parking.**

4.16.1 Vehicles. No commercial-type vehicles, unlicensed vehicles, or trucks shall be parked on the Property except while engaged in transport. For the purposes of this Section, a one-ton or smaller vehicle, commonly known as a pickup truck, shall not be deemed to be a commercial vehicle or truck. Recreational vehicles, including but not limited to campers, boats, snowmobiles, all-terrain vehicles, and motor homes, shall not be parked on any Lot or on the street in front of such Lot except while engaged in transport or loading for immediate use. However, any campers, boats, snowmobiles, all-terrain vehicles, and motor homes that can be and are stored completely within garages and are not used for living purposes will not be a violation of this Section. Large trucks (in excess of one ton) such as straight, semi, cement, step vans, farm equipment, and similar vehicles shall not be operated or parked anywhere on the Property. No go-carts or snowmobiles may be operated anywhere on the Property. No vehicles shall be driven or parked on any unpaved surfaces within the Property. Parking space for such vehicles will be provided within the Property.

4.16.2 Vehicle Repair. Minor repairs of vehicles, such as changing tires, spark plugs, or fan belts, that require the vehicle to be inoperable for a period of three (3) hours or less are allowed on Lot driveways. However, vehicles shall not be left on ramps or blocks, and no major repairs shall be allowed. No vehicle shall be constructed, reconstructed, or repaired on any Lot. Except for emergency repairs, no vehicle shall be constructed, reconstructed or repaired on the Streets or any other part of the Common Area. No inoperable vehicle may be stored or parked on the Streets or any other part of the Common Area.

4.16.3 Parking. It is the intent of this Section to limit parking on the Streets. No vehicle owned or leased by an Owner or Resident may be parked on the Street if space for parking the vehicle is available in any of the following areas: (a) the garage situated on the Lot of the Owner or Resident, (b) the driveway initially constructed on the Lot, or (c) a driveway expansion constructed on the Lot with the approval of the DRC.

It is also the intent of this Section to limit the parking of vehicles owned or leased by an Owner or Resident on the driveway or any driveway expansion situated on the Lot. Accordingly, vehicles owned or leased by an Owner or Resident must be parked in the garage situated on the Lot to the extent space is available in the garage for parking such vehicles. If space is not available in the garage, then vehicles owned or leased by an Owner or Resident may be parked on the driveway initially constructed on the Lot or on a driveway expansion constructed with the approval of the DRC, provided the vehicle does not exceed eight feet (8') in height and does not exceed twenty-two feet (22') in length.

No vehicle of any kind may be stored on a Lot except in a garage, and no vehicle of any kind may be stored on any Common Area. For purposes of illustration, but not of limitation, a vehicle shall be deemed stored if it is covered by a car cover, tarp, or other material. Vehicles

owned by a guest of an Owner or Resident may be parked in the driveway on a Lot or on the Street or in designated parking spaces on the Common Area.

Residents of a Lot shall be permitted to park (on the driveway, driveway expansion, and any street adjacent to such Lot) only that number of vehicles equivalent to the number of licensed drivers living at the Lot, limited to a maximum of four (4) vehicles, except while engaged in transport. Such vehicles shall have current license plates and valid registration and shall be operable and not leaking fluids. Loud exhausts and flat tires of such vehicles must be repaired immediately. All parking spaces shall have a concrete surface. All open off-street parking areas shall be a minimum of 20 feet (20') in length and 10 feet (10') in width.

The Board shall have the right and power to adopt rules and regulations governing and further restricting the parking of Motor Vehicles on Lots or the streets and implementing the provisions of this Section. In the event of any conflict or inconsistency between this Section and the rules and regulations adopted by the Board, this Section shall control.

4.17 **Drainage.**

No Residence, structure, building, landscaping, fence, wall, or other Improvement shall be constructed, installed, placed, or maintained in any manner that would obstruct, interfere with, or change the direction or flow of water required by any drainage plans for the Property, or for any Lot as may be indicated on drainage plans filed with the City of Grand Island. No alterations or Improvements may be made that provide a flat, non-draining roof surface. All new or altered roofs must drain to the ground solely within the Owner's Lot. No roof can drain directly onto a neighboring Lot. In addition, no Owner or other Person shall change the grade or elevation of a Lot in any manner that would obstruct, interfere with, or change the direction or flow of water required by any applicable drainage plans for the Property.

4.18 **Garages.**

Garages shall be used for parking vehicles and storage only and shall not be used or converted for living or recreational activities. The interior of all garages shall be maintained and kept in a neat, clean, and sightly condition, free of debris or unsightly objects. Garage doors shall be kept closed except when the opening of the door is necessary to permit ingress or egress.

4.19 **Rooftop HVAC Equipment Prohibited.**

No heating, ventilating, air conditioning, or evaporative cooling units or equipment related thereto may be mounted, installed, or maintained on the roof of any Residence or other building so as to be Visible from Neighboring Property.

4.20 **Playground Equipment; Basketball Backboards.**

Jungle gyms, swing sets, playhouses, and other children's playground equipment will be permitted in the backyards of Lots, provided such equipment is maintained in good condition and repair and cannot be readily seen from the street. Basketball backboards and hoops are permitted on the front driveway of each Lot.

Plans for play structures and similar recreational equipment must be submitted to the DRC for approval. This is not to eliminate play structures, but to consider privacy issues for adjacent neighbors and to assure the aesthetic appeal.

The maximum height that will be considered for approval of swing sets is ten feet (10'). The maximum height for any deck or platform is four feet (4') above ground level.

The play structure may be placed no closer than five feet (5') to any Lot line. When considering plan approval, the DRC will consider the appearance, height, and proximity to neighboring property. Submittals must include a picture or brochure of the structure, total dimensions, materials, and a plot map or drawing indicating the proposed location and its proximity to adjacent Lot lines.

4.21 **Screening Materials.**

All screening materials, whether fences, hedges, or walls, on the Lots shall be maintained and replaced from time to time by the Owners thereof in accordance with the original construction of such Improvements by the Declarant or a Designated Builder or as approved by the DRC pursuant to Article 3.

4.22 **Lights.**

Except as initially installed by the Declarant or a Designated Builder, no spotlights, floodlights, or other high-intensity lighting shall be placed or utilized upon any Lot that in any manner will allow light to be directed or reflected on any other property, except as approved by the DRC.

4.23 **Window Cover Materials.**

Permanent draperies or suitable window treatments shall be installed on all front-facing windows within sixty (60) days of occupancy. No reflective materials with a reflectivity greater than 20%, including but not limited to aluminum foil, reflective screens or glass, mirrors, or similar type material, shall be installed or place upon the inside of any windows.

4.24 **Maintenance; Landscaping.**

Maintenance, upkeep, and repairs of any Residence or other Improvements on each Lot shall be the sole responsibility of the Owner thereof and shall be kept and maintained in a clean and first-class condition and state of repair. All water and sewer lines, pipes, equipment, and connections installed within and servicing any Lot shall be maintained and kept in repair by the Lot Owner. All gas and electric pipes, conduits, equipment, and connections installed within and servicing any Lot shall be maintained and kept in repair by the Lot Owner commencing at the point where the gas and electric pipes, conduits, equipment, and connections are connected to the metering device for the Lot installed by the respective gas or electric company.

All landscaping shall be aesthetically pleasing and reasonably consistent with the landscaping of the surrounding Lots. Weather permitting, all Lots shall be reasonably landscaped as soon as possible after a Residence is built on the Lot but in no event more than three (3) months after such Residence is built. All landscaping shall be in accordance with any requirements of the DRC and shall be subject to approval of the DRC. All such landscaping shall be fertilized, watered, and trimmed so as to maintain a first-class, healthy, and attractive appearance. Shrubs, trees, or similar items shall be erected or maintained in a manner that will not obstruct traffic vision. Plantings (excepting grass) and decorative items shall not be placed within five feet (5') of the curb or any adjacent Residence or related Improvements. Lawns shall be mowed, fertilized, watered, and edged to maintain a first-class, healthy, and attractive appearance. All grass and weeds shall be cleaned out of cracks in sidewalks, patios, and driveways.

All residential plantings must come from the approved plant palette for the Property, which plantings were selected to maintain consistency in the community character while allowing sufficient diversity in residential planting themes. A list of the pre-approved plantings is contained in the Minimum Planting Requirements hereafter set forth.

All landscaping shall be maintained in accordance with reasonable standards established by the DRC. All landscape plants shall be maintained by a fully-automatic underground watering system, and care should be taken to avoid over-spray on hardscape, structures, windows, and adjoining properties. The use of metal edging or borders between planting areas or lot lines is prohibited. The use of solid plastic sheeting or polyethylene over ground areas will not be permitted. If landscape fabric is used, it must allow the free flow of air, water, and gases to and from the soil. Comparable materials may be used only with prior approval of the DRC. All mounds and/or berms shall be no higher than thirty-six inches (36") and shall not alter the original drainage pattern of the Lot.

All Landscaping plans or amendments to an approved landscaping plan must be submitted to the DRC in accordance with the instructions set forth on Exhibit A to this Declaration.

Minimum Planting Requirements

COPPER CREEK RODNEY LEON SUBDIVISION

MINIMUM PLANT REQUIREMENTS

	Front Yard	Back Yard
Trees	1	1
Flowering Plants	4	0
Ornamental Grass	4	0
Shrub	2	0

These standards are considered as minimums. Additional plantings may be required by the DRC base on Lot-specific considerations. The DRC may also determine a reduction in plantings.

APPROVED LANDSCAPING PLANTINGS

Trees	Choose 1
Fall Fiesta Maple (Shade)	_____
Northern Red Oak (Shade)	_____
Greenspire Linden (Shade)	_____
Chanticleer Pear (Ornamental)	_____
Eastern Redbud (Ornamental)	_____
Flowering Plants	Choose 4
Rosy Returns Daylily	_____
Autumn Fire Sedum	_____
Patriot Hosta	_____
Ornamental Grass	Choose 4
Karl Foerester Feather Reed	_____
Dwarf Hameln Fountain Grass	_____
Shrub	Choose 2
Magic Carpet Spirea	_____
Little Princess Spirea	_____
Endless Summer Hydrangea	_____

4.25 **Flagpoles and Flags.**

A flagpole may be installed without the prior approval of the DRC. The official flag of the United States, the State of Nebraska, and the Armed Forces (such as U.S. Army, U.S. Navy, U.S. Air Force, U.S. Marine Corps, U.S. Coast Guard) and POW/MIA flags and university logo flags may be displayed on any Lot provided (a) such flag is displayed from a pole attached to a Residence on the Lot, (b) the pole is no higher than the top of the Residence, (c) the pole is no longer than ten feet (10') in length and does not extend more than ten feet (10') from the edge of the Residence, (d) any flag lighting does not violate Section 4.22 and € the flag is maintained in good condition.

4.26 **Gazebos.**

The roof of any gazebo must match roof of the Residence or be natural treated wood. The color of any gazebo must match the color of the Residence or be natural treated wood.

4.27 **Storage Sheds.**

Storage sheds are permitted on any Lot. If a Lot owner wishes to construct a storage shed that will be Visible From Neighboring Property, please must be submitted to the DRC for approval. A maximum height of eight feet (8') at the highest peak and square footage not to exceed one hundred (100) square feet will be permitted. No roof-mounted equipment is permitted. Storage structures must be free standing and not attached to the Residence. All exterior architectural detail, roof materials, color, etc., must match the body of the Residence.

ARTICLE 5

General Standards

5.1 Home **Address.**

Upon move-in, each Residence shall have the address placed on the side of the home facing the street at which the home is addressed, and such address must be visible from the street. The DRC may establish standards for the style, quality, and position of the numbers for such addresses. Missing numbers shall be replaced immediately. Plants, shrubs, and trees shall be trimmed to allow clear view of the numbers.

5.2 Registration **by Owner of Mailing Address.**

Each owner shall register his or her mailing address with the Association, and all notices, statements, or demands intended to be service upon an Owner shall be deemed delivered when deposited in the United States mail, postage prepaid, addressed in the name of the Owner to such registered mailing address. If an Owner fails to register a different address, such Owner's registered address shall be deemed to the address of the Lot owned by such Owner that is subject to this Declaration.

5.3 Advertising **and Solicitation.**

Advertising, soliciting, or delivering or posting handbills on the Property by any Owner or other person is prohibited. Declarant and the Association, however, reserve the right to communicate with the Owners through the distribution or posting of handbills or other written materials.

5.4 Snow **Removal.**

The City of Grand Island will be responsible for plowing of snow in the dedicated streets of the Property. All other snow and ice removal, including without limitation snow and ice removal on driveways, sidewalks, steps, and patios on each Lot is the responsibility of the Owner. Shoveling or blowing snow into the street is prohibited.

5.5 **Sunscreens.**

DRC approval is not required for sunscreens, provided that the frames are the color of the body of the Residence and the screen color is black, dark brown, or charcoal.

5.6 **Rain Gutters.**

Rain gutters must be added to Residences to prevent erosion of landscaped areas. All gutter installations must be configured to an appropriate roof drainage plan for the specific Residence and elevations. In addition, they must blend or match the body color of the home where attached. Drainage shall not be discharged onto adjacent Lots.

5.7 **Skylights; Solar Tubes.**

Skylights and solar tubes will be considered for approval by the DRC if they are installed on the rear side of the Residence and screened from street view.

5.8 **Fences.**

Vinyl fences are permitted, subject to the terms and conditions approved by the DRC. No Owner shall construct a fence on his Lot without prior written approval of the DRC, and no fence shall be approved by the DRC unless such fence has a gate or other reasonable means of ingress and egress for utility companies to install, maintain, repair, and replace utilities (including but not limited to electricity, gas, water, sewer, cable, and telephone) servicing the Owner's Lot. Once any fence has been erected, the Owner shall maintain the same in good condition and repair and in a condition that allows such reasonable means of ingress and egress.

5.9 **Pools and Spas.**

(a) In addition to DRC approval and compliance with the requirements set forth on Exhibit D to this Declaration, all pools and spas must be installed according to local and/or state law and will require protective fencing and be subject to certain setbacks.

(b) The location and screening of, and sound-insulating materials for, pool pumps and other equipment shall be subject to prior approval of the DRC. The open end of the screen wall will require a gate, landscaping, or return wall to ensure the equipment is not Visible From Neighboring Property. All screening shall match as closely as possible the color and materials of the Residence, to give the appearance of being an integral part of the architecture of the Residence.

(c) Above-ground pools, spas, or hot tubs are permitted on Improved Lots upon approval by the DRC but may not be installed outside the side footprint of the Residence.

(d) Pools may not be backwashed into washes, Common Areas, drainage ways, or streets. All backwash water must be contained on the Owner's Lot.

5.10 **Holiday Decorations.**

Winter holiday decorations may be displayed from November 1st to January 31st. All other holiday decorations may be displayed no sooner than seven (7) days prior to the holiday and must be removed within seven (7) days after the holiday.

ARTICLE 6

EASEMENTS

6.1 **Easements for Use of Common Area.**

Every Owner and Resident, together with their family members, guests, and invitees, shall have a right and easement of enjoyment in and to the Common Area, which right shall be appurtenant to and shall pass with the title to every Lot, subject to:

(a) The right of the Association to dedicate, convey, transfer, lease, or encumber the Common Area as provided in Section 7.16; provided, however, that if access to a

Lot is over any part of the Common Area, then any conveyance, lease, or encumbrance of such Common Area shall be subject to an easement for ingress and egress in favor of the Owner and Residents of the Lot and their guests and invitees.

(b) The right of the Board to adopt rules, regulations, or policies regulating the use of the Common Area, including limiting the number of guests who may use the Common Area and restricting or prohibiting access to such portions of the Common Area (such as landscaped areas) not intended for use by the Owners or Residents.

(c) The right of the Association to suspend the right of any Owner or Resident, and their family members, guests, and invitees, to use the Common Area (other than the right of such Owner or Resident, and their family members, guests, and invitees, to use any streets that are part of the Common Area for ingress or egress to the Owner's Lot) if such Owner is more than fifteen (15) days delinquent in the payment of Assessments or other amounts due to the Association or if the Owner has violated any other provision of the Community Documents and has failed to cure such violation within fifteen (15) days after the Association notifies the Owner of the violation.

(d) The rights and easements reserved by or granted to the Declarant or a Designated Builder by this Declaration.

(e) The rights and easements, if any, reserved or granted to the Declarant or any other Person in the deed conveying the Common Area to the Association.

Notwithstanding any other provision of this Section to the contrary, only the Owners and Residents of Lots within a Subdivision Assessment Area, and their family members, guests, and invitees, shall have a right and easement of enjoyment in the Subdivision Common Area of that Subdivision Assessment Area.

The right of easement and enjoyment of the Common Area may not be transferred or assigned except upon the conveyance or transfer of the Lot to which such right is appurtenant.

6.2 **Utility and Development Easements.**

A non-exclusive, perpetual blanket easement is hereby granted over and through the Common Area for the purpose of (a) installing, constructing, operating, maintaining, repairing, or replacing equipment used to provide to any portion of the Property or adjacent land any utilities, including without limitation water, sewer, drainage, gas, electricity, telephone, and television service, whether public or private; (b) ingress and egress to install, construct, operate, maintain, repair, and replace such equipment; and (c) storm water management and storm water drainage, as necessary or desirable for the orderly development of the Property. Such easement is hereby granted to any Person providing the aforesaid utilities or installing, constructing, maintaining, repairing, or replacing equipment related thereto.

Any pipes, conduits, lines, wires, transformers, and any other apparatus necessary for the provision or metering of any utility may be installed or relocated only where permitted by the Declarant or Designated Builder, where contemplated on any site plan approved by the Declarant or Designated Builder or where approved by resolution of the Board. Equipment used to provide or meter such utilities or services may be installed above ground during periods of construction if approved by the Declarant or Designated Builder. The Person providing a service or installing a utility pursuant to this easement shall install, construct, maintain, repair, or replace the equipment used to provide or meter the utility as promptly and expeditiously as possible, and shall restore the surface of the land and the surrounding vegetation and Improvements to their original condition as soon as possible.

The Declarant and each Designated Builder shall have the right to grant and reserve easements, rights-of-way, and licenses over and through the Common Area in favor of other Persons for the purposes set forth in this Section or for any other purpose necessary or desirable for the orderly development of the Property. If the Person installing the utility or providing a service requests a specific easement by separate recordable documents, then the Declarant, Designated Builder, or the Association shall have the power to Record a document locating such easements.

6.3 **Easements to Facilitate Development.**

The Declarant hereby reserves to itself and its successors and assigns, and grants to each Designated Builder and its successors and assigns, a non-exclusive blanket easement over and through the Property for all purposes reasonably related to the development and completion of Improvements on the Property, including without limitation: (a) temporary construction easements; (b) easements for the temporary storage of supplies of building materials and equipment necessary to complete Improvements; and (c) easements for the construction, installation, and Maintenance of Improvements on the Property or Improvements reasonably necessary to serve the Property.

The Declarant hereby reserves to itself and its successors and assigns, and grants to each Designated Builder and its successors and assigns, the right to (a) use any Lots owned by the Declarant or Designated Builder, any other Lot with written consent of the Owner thereof, or any portion of the Common Area as models, management offices, sales offices, a visitors' center, construction offices, customer service offices, or sales office parking areas; and (b) install and maintain on the Common Area, any Lot owned by the Declarant or Designated Builder, or any other Lot with the consent of the Owner thereof such marketing, promotional, or other signs that the Declarant or Designated Builder deems necessary for the development, sale, or lease of the Property.

6.4 **Dedications and Easements Required by Governmental Authority.**

The Declarant hereby reserves to itself and its successors and assigns the right to make any dedications and to grant any easements, rights-of-way, and licenses required by any government or governmental agency over and through all or any portion of the Common Area.

6.5 **Further Assurances.**

Any and all conveyances made to the Association or any Owner shall be conclusively deemed to incorporate these reservations of rights and easements, whether or not set forth in such grants. The easements granted and reservations made to the Declarant in this Declaration shall not terminate or merge and shall continue to run with the land, notwithstanding the common law doctrine of merger and the common ownership of all the Property by the Declarant. The Association and each Owner shall from time to time sign, acknowledge, and deliver to the Declarant such further assurances of these reservations of rights and easements as may be requested in writing by the Declarant.

6.6 **Duration of Development Rights; Assignment.**

The rights and easements reserved by or granted to the Declarant or a Designated Builder pursuant to this Article 6 shall continue so long as the Declarant or any Designated Builder owns one or more Lots or holds an option to purchase one or more Lots. The Declarant or a Designated Builder may make limited temporary assignments of its easement rights under this Declaration to any Person performing construction, installation, or Maintenance on any portion of the Property.

6.7 **Association Powers and Rights.**

The Association's exercise of the rights, powers, and easements granted in this Article 6 are not subject to the time limitations on duration applicable to the Declarant. If the Declarant or any Owner requests the Association to exercise its powers under this Article 6, the Association's cooperation shall not be unreasonably withheld, conditioned, or delayed.

6.8 **Easement for Maintenance and Enforcement.**

The Association and its directors, officers, agents, contractors, and employees; the DRC; and any other Persons authorized by the Board are hereby granted the right of access over and through any Lots (excluding the interior of any Residence) for (a) the exercise and discharge of their respective powers and responsibilities under the Community Documents; (b) making inspections in order to verify that all Improvements on the Lot have been constructed in accordance with the plans and specifications approved by the DRC and that all Improvements are being properly maintained as required by the Community Documents; (c) correcting any condition originating on a Lot or in the Common Area threatening another Lot or the Common Area; (d) performing installations or Maintenance of utilities, landscaping, or other Improvements located

on any Area of Association Responsibility; or (e) correcting any condition that violates the Community Documents.

6.9 **Easements for Encroachments.**

If any Improvement on any Lot or portion of the Common Area now or hereafter encroach on any other portion of the Property by reason of (a) the original construction thereof, (b) deviations within normal construction tolerances in the Maintenance of any Improvement, or (c) the settling or shifting of any land or Improvement, then an easement is hereby granted to the extent of any such encroachment for the period of time the encroachment exists. The Owner of the encroaching Improvement shall also have an easement for the limited purpose of Maintenance of the encroaching Improvement. This easement does not relieve any Owner or any other Person from liability for such Owner's or other Person's negligence or willful misconduct.

6.10 **Rights of Builders.**

Notwithstanding any other provision of this Declaration to the contrary, a Builder shall have the right to maintain model homes and sales offices on Lots owned by the Builder and to construct and maintain parking areas for the purpose of accommodating persons visiting such model homes and sales offices; provided that (a) the plans and specifications for the model homes and sales offices and related landscaping have been approved in writing by the DRC; (b) the location and design of the parking areas incidental to such model homes and sales offices has been approved in writing by the DRC; (c) the opening and closing hours for such model homes and sales offices have been approved in writing by the DRC; and (d) the construction, operation, and maintenance of such model homes and sales offices otherwise complies with all provisions of this Declaration. Any model home and any sales office shall cease to be used as such at any time the Builder is not actually engaged in the sale of Lots. The provisions of this Section shall not apply to Designated Builders.

ARTICLE 7

THE ASSOCIATION: ORGANIZATION, MEMBERSHIP, AND VOTING RIGHTS

7.1 **Formation of Association.**

The Association shall be a nonprofit Nebraska corporation. The Association shall have all of the common law and statutory powers conferred upon nonprofit corporations under Nebraska law and all powers necessary or desirable to perform the Association's duties and obligations and to exercise the rights and powers of the Association set forth in the Community Documents. The Association shall not be dissolved unless another entity has agreed to assume the obligations of the Association under this Declaration with respect to the operation and Maintenance of the Areas of Association Responsibility.

7.2 **Board of Directors and Officers.**

The affairs of the Association shall be conducted by a Board of Directors and such officers as the Board may elect or appoint in accordance with the Articles and the By-Laws. The initial directors of the Association shall be designated in the Articles and shall serve until their stated term expires, they are removed, or their successors are duly appointed. Until such time as the By-Laws provide for the election of directors, the Declarant shall have the exclusive right to appoint and remove all members of the Board. When the specified percentage of Lots shall be owned by Owners other than the Declarant or Designated Builders, the Board shall be elected by the Members as provided by the By-Laws. Unless the Community Documents specifically require the vote or consent of the Members, the Board may do or cause to be done any act on behalf of the Association.

7.3 **Power to Adopt Rules and Regulations.**

The Association may adopt, amend, repeal, and enforce such rules and regulations as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration, the operation of the Association, and the use of any of the Property, including Lots. Any such rules and regulations shall be reasonably and uniformly applied. Rules and regulations

shall be effective only upon adoption by resolution of the Board of Directors. Written notice of the adoption, amendment, or repeal of any rule or regulation shall be available upon request, and copies of the effective rules and regulations shall be made available to each Owner upon request and payment of the copying cost. Each Owner shall comply with such rules and regulations. Rules and regulations shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of conflict between the rules and regulations and the provisions of this Declaration, the provisions of this Declaration shall prevail.

7.4 **Power to Enforce Rules and Regulations.**

The Association shall have the power to enforce the provisions of this Declaration and the rules and regulations, and shall take such action as the Board deems necessary or desirable to cause compliance by each Owner.

7.5 **Enforcement of Covenants.**

Each Owner and all Residents of any Lot shall comply with the provisions of this Declaration. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages, injunctive relief, specific performance, or any or all such remedies and for reimbursement of all attorneys' fees incurred in connection therewith. Such action shall be maintainable by Declarant or any aggrieved Owner or Owners. Further, upon any breach or violation of any provision or requirement of this Declaration by any Owner, the Association or Declarant may enter upon the Lot on which or as to which such breach or violation exists, and may summarily abate, remove, and/or modify, as applicable, any thing or condition that may breach or violate this Declaration. In the event of any such action by the Association or Declarant, the breaching or defaulting Owner shall pay all costs and expenses incurred by the Association and/or Declarant in remedying or eliminating the item that violated this Declaration, including the litigation costs and attorneys' fees, if any, incurred in connection with such breach or violation and/or the remediation of the same. If, as a result of inspections or otherwise, the DRC finds that a noncompliance to the Declaration exists, the DRC shall notify the Owner in writing of the noncompliance, which notice shall specify the particulars of the noncompliance and shall require the Owner to take such action as may be necessary to remedy the noncompliance. The Owner shall remedy or remove any such noncompliance within a period of thirty (30) days from the date of notification by the DRC.

7.6 **Right of Entry.**

Any agent or officer of the Association may enter upon and inspect any Lot and the exterior Improvements located thereon to determine if they are in compliance with this Declaration, provided that a member of the Association has properly notified the Owner at least 24 hours prior to entry. Neither the Association nor any officer thereof shall be deemed guilty of any manner of trespass for such entry or inspection.

7.7 **Declarant's Lien Right.**

If Declarant expends any funds or incurs any fees and/or costs to remedy any Owner's breach or violation of this Declaration, such sums shall be due and payable from the Owner to Declarant within ten (10) days after Declarant provides the breaching or defaulting Owner with written notice of the sums so expended or incurred. Any amount not paid within such ten-day period shall bear interest from the expiration of such ten-day period until paid at an interest rate equal to five percent (5%) in excess of the prime or reference rate most recently quoted by Exchange Bank, Grand Island, or any successor to such bank, as of the expiration of such ten-day period. All amounts not paid as set forth in said notice shall constitute a lien on the Lot owned by the breaching or defaulting Owner. To evidence such lien, Declarant may prepare and Record a written notice (the "Lien Notice") setting forth the amount of the fees, costs, and other expenditures incurred, the name of the Owner who owes such sums to Declarant, and the legal description of the subject Lot. Any lien created in favor of Declarant pursuant to this Section shall be subordinate to the lien of any mortgage or deed of trust Recorded prior to the Lien Notice, but shall be senior to any homestead exemption as now or hereafter may be provided by Nebraska law, and this clause shall constitute a waiver of such homestead. Any lien created in favor of Declarant pursuant to this Section may be enforced by the foreclosure of the lien encumbering the real property, including the Improvements on the real property, in like manner as a mortgage on real property is foreclosed under the laws of the State of Nebraska.

In any such foreclosure action, the breaching or defaulting Owner shall be required to pay Declarant an administrative fee of $300.00. Every Owner accepting a deed to a Lot acknowledges and agrees that the costs and damages that will be incurred by Declarant in connection with Declarant's remedy of an Owner's breach will be difficult if not impossible to ascertain, and agrees that such fee is a reasonable estimate of such costs and damages. In addition to such administrative fee, a defaulting Owner shall also be required to pay costs, expenses, and reasonable attorneys' fees incurred by Declarant in connection with filing or releasing a Lien Notice and in connection with any foreclosure of such Lien Notice. All such administrative fees, costs, expenses, and attorneys' fees shall be secured by the lien evidenced by the Lien Notice. Declarant shall have the right and power to bid on the real property, including the Improvements, being foreclosed upon. The indebtedness referenced in the Lien Notice shall also be the personal and individual debt of the breaching or defaulting Owner, and suit to recover a money judgment may be maintained without foreclosing or waiving any lien securing the same.

7.8 **Compliance Certificates.**

The Association, acting through its authorized officers, shall, upon written request of any Owner and payment by such Owner of any reasonable fees as may be determined from time to time by the Board, furnish a certificate with respect to the DRC's approval or disapproval of any Improvement or regarding whether any specified Improvements otherwise comply with the requirement of this Declaration. The Association may engage a third party to conduct any inspection or investigation necessary or desirable to enable it to issue any such certification, and in such event the Owner requesting the certification shall pay, in advance if required by the Association, the costs incurred for such inspection or investigation. Any Person without actual notice to the contrary shall be entitled to rely on such certification with respect to the matters set forth therein.

7.9 **Evidence of Compliance.**

Records of the Association and of the DRC with respect to compliance with the provisions and requirements of this Declaration regarding construction of Improvements shall be conclusive evidence as to all matters addressed by such records. After the expiration of one year following the issuance of a final certificate of occupancy therefor, or any equivalent approval, by the applicable governmental authority, any Improvement approved by such certificate shall be deemed in compliance with the construction requirements of Section 3.5 unless a notice of non-compliance executed by or on behalf of the Association shall have been Recorded or unless a legal proceeding shall have been instituted to enforce compliance with such requirements.

7.10 **Personal Liability.**

No director of the Board or officer of the Association, no member of the DRC or any other committee of the Association, and no other person acting on behalf of the Association shall be personally liable to any Member or any other Person for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence in the discharge of such person's duties and responsibilities under the Community Documents, provided such person acted in good faith.

7.11 **Implied Rights.**

The Association may exercise any right or privilege expressly given to the Association by the Community Documents, and every other right or privilege reasonably implied by the existence of any right or privilege given to the Association by the Community Documents or reasonably necessary to effectuate any such right or privilege.

7.12 **Identity of Members.**

The members of the Association shall be the Owners of the Lots. All Owners of Lots shall be mandatory members of the Association. An Owner of a Lot shall automatically, upon becoming the Owner thereof, be a member of the Association and shall remain a member of the Association until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease.

7.13 **Classes of Members and Voting Rights.**

The Association shall have the following two classes of voting membership:

Class A. Class A Members are all Owners, with the exception of the Declarant and the Designated Builders until the termination of the Class B Membership. Each Class A member shall be entitled to one (1) vote for each Lot owned. Upon the termination of the Class B Membership, the Declarant and the Designated Builder shall be Class A Members so long as they own any Lot.

Class B. The Class B Members shall be the Declarant and the Designated Builders. The Declarant and each Designated Builder shall be entitled to five (5) votes for each Lot owned. The Class B Membership shall terminate and be converted to Class A Membership within one hundred twenty (120) days after the date on which the votes held by Class A Members exceed the votes held by the Class B Members. The Declarant or a Designated Builder may at any time voluntarily relinquish its Class B Membership by giving written notice thereof to the Association.

7.14 **Voting Procedures.**

No change in the ownership of a Lot shall be effective for voting purposes unless and until the Board is given actual written notice of such change and is provided satisfactory proof thereof. The vote for each such Lot must be cast as a unit, and fractional votes shall not be allowed. In the event that a Lot is owned by more than one person and such Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Member casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he or she was acting with the authority and consent of all other Owners of the same Lot unless objection thereto is made at the time the vote is cast. In the event more than one vote is cast by a Class A Member for a particular Lot, none of the votes shall be counted and all of the votes shall be deemed void.

7.15 **Transfer of Membership.**

The rights and obligations of any Member other than the Declarant shall not be assigned, transferred, pledged, conveyed, or alienated in any way except upon transfer of ownership of an Owner's Lot, and then only to the transferee of ownership of the Lot. A transfer of ownership of a Lot may be effected by deed, intestate succession, testamentary disposition, foreclosure of a mortgage of record, or such other legal process as now in effect or as may hereafter be established under or pursuant to the laws of the State of Nebraska. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership of a Lot shall operate to transfer the Membership appurtenant to said Lot to the Purchaser thereof. Each Purchaser shall notify the Association of his purchase within ten (10) days after he becomes the Owner.

7.16 **Conveyance or Encumbrance of Common Area.**

The Association may grant permits, licenses, and easements on, over, under, and through the Common Area for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance and operation of the Property. In addition, the Association may convey portions of the Common Areas to make adjustments in the boundary lines between the Common Areas and adjoining Lots or public rights-of-way. Except as expressly permitted by this Section, the Common Area shall not be mortgaged or conveyed without the prior written consent or affirmative vote of the Owners holding at least seventy-five percent (75%) of the votes in the Association.

7.17 **Suspension of Voting Rights.**

If any Owner fails to pay any Assessments or other amounts due to the Association under the Community Documents within fifteen (15) days after such payment is due or if any Owner violates any other provision of the Community Documents and such violation is not cured within fifteen (15) days after the Association notifies the Owner of the violation, the Board shall have the right to suspend such Owner's right to vote until such time as all payments, including interest and attorneys' fees, are brought current and until any other infractions or violations of the Community Documents are corrected.

ARTICLE 8

COVENANT FOR ASSESSMENTS AND CREATION OF LIEN

8.1 Obligation to Pay Assessments and Other Charges.

Each Owner, other than the Declarant and the Designated Builders, by becoming the Owner of a Lot, is deemed to covenant and agree to pay Assessments to the Association in accordance with this Declaration. All Assessments shall be established and collected as provided in this Declaration. No Regular Assessment or Special Assessment shall be levied against any Lot owned by the Declarant or a Designated Builder. Each Assessment, together with any Collection Costs, shall also be the personal obligation of the Person who was the Owner of the Lot at the time the Assessment became due. The personal obligation for delinquent Assessments shall not pass to the successors in title of the Owner unless expressly assumed by them.

No Owner shall be exempt from liability for Assessments because of such Owner's nonuse of the Common Area, abandonment of such Owner's Lot, or other circumstance. The obligation to pay Assessments is a separate and independent obligation on the part of each Owner. No diminution or abatement of Assessments or set-off shall be claimed or allowed for any alleged failure of the Association, the Board, or the DRC to take any action or perform any function required of it.

8.2 Regular Assessments.

At least thirty (30) days prior to the commencement of each Assessment Period, the Board shall prepare and adopt a budget of the estimated Common Expenses for the next Assessment Period, including any contribution to be made to a reserve fund. The budget shall also reflect the sources and estimated amounts of funds to cover such Common Expenses, which may include any surplus to be applied from prior years, any income expected from sources other than Assessments, and the amount to be generated through Assessments against the Lots. Based on the budget adopted by the Board, the Board shall assess a Regular Assessment against each Assessable Lot. The Regular Assessment shall be the same for each Assessable Lot. The amount of increase, if any, in the Regular Assessment from one Assessment Period to the next shall be subject to such limitations as may be imposed by Nebraska law.

The Board shall give notice of the Regular Assessment to each Owner at least thirty (30) days prior to the beginning of each Assessment Period, but the failure to give such notice shall not affect the validity of the Regular Assessment established by the Board nor relieve any Owner from its obligation to pay the Regular Assessment. If the Board fails to adopt a budget for any Assessment Period, then until and unless such budget is adopted and a Regular Assessment is levied by the Board for such Assessment Period, the amount of the Regular Assessment for the immediately-preceding Assessment Period shall remain in effect. Unless approval or ratification of the budget or the Regular Assessment for any Assessment Period is required by law, neither the budget nor the Regular Assessment shall be required to be ratified or approved by the Members.

If the Board determines during any Assessment Period that the funds budgeted for that Assessment Period are or will be inadequate to meet all Common Expenses for any reason, including without limitation nonpayment of Assessment by Owners, then the Board may amend the budget and increase the Regular Assessment for that Assessment Period and the revised Regular Assessment shall commence on the date designated by the Board.

8.3 Special Assessments.

The Association may levy a Special Assessment against each Assessable Lot for the purpose of obtaining funds to pay the cost of any construction, reconstruction, repair, or replacement of an Improvement upon the Common Area (including fixtures and personal property related thereto) or to pay unbudgeted expenses or expenses in excess of the amount budgeted. Any Special Assessment must be approved by two-thirds (2/3) of the votes cast by Members who are voting in person or by proxy at a meeting duly called for such purpose. So long as the Declarant owns any Lot, any Special Assessment must be approved in writing by the Declarant. Any Special Assessment shall be levied in an equal amount against each Assessable Lot.

8.4 **Subdivision Assessments.**

All Subdivision Expenses shall be shown separately in the budget adopted by the Board. The Subdivision Expenses shall be assessed solely against the Assessable Lots within the Subdivision Assessment Area. No Subdivision Expenses shall be used in computing the Regular Assessments to be levied pursuant to Section 8.2. Unless otherwise provided for in the applicable Supplemental Declaration, Subdivision Assessments shall be levied in an equal amount against each Assessable Lot within the Subdivision Assessment Area. If the Board determines during any Assessment Period that any Subdivision Assessment is or will be inadequate to pay all Subdivision Expenses for any reason, including without limitation nonpayment of Subdivision Assessments by Owners, then the Board may increase the Subdivision Assessment for that Assessment Period and the revised Subdivision Assessment shall commence on the date designated by the Board.

In addition to a Subdivision Assessment assessed pursuant to this Section, the Association may assess a special Subdivision Assessment against each Assessable Lot within a Subdivision Assessment Area for the purpose of obtaining funds to pay the cost of any construction, reconstruction, repair, or replacement of an Improvement situated on the Subdivision Common Area. Any such special Subdivision Assessment shall be levied in an equal amount against each Assessable Lot within the Subdivision Assessment Area.

8.5 **Enforcement Assessments.**

The Association may impose an Enforcement Assessment against any Owner for any Collection Costs incurred as against the Owner and any monetary penalties levied against the Owner. The Enforcement Assessment shall be automatically imposed against an Owner at such time as the Collection Costs are incurred by the Association or, in the case of a monetary penalty, the date the monetary penalty is imposed against the Owner by the Board.

8.6 **Assessment Period.**

The period for which each Regular Assessment is to be levied shall be the calendar year, except that the first Assessment Period shall commence on the first day of the first full month following conveyance of the first Lot to a Purchaser and shall terminate on December 31 of that year. The Board, in its sole discretion, may change the Assessment Period from time to time.

8.7 **Obligation of Declarant and Designated Builders for Deficiencies.**

During the Declarant Control Period, the Declarant and the Designated Builders shall pay and contribute to the Association such funds as may be necessary, when added to the Assessments levied by the Association, to pay all Common Expenses of the Association as they become due. The payment of any such amounts shall be allocated between the Declarant and the Designated Builders on a pro rata basis according to the number of Lots owned by each as of the date the payment is requested by the Board. The Board may require the payment of such funds from time to time as the Board deems necessary by giving written notice thereof to the Declarant and the Designated Builders. Each such notice shall state the total amount of funds required and the calculation of the pro rata share to be paid by the Declarant and each Designated Builder. In no event shall the Declarant or a Designated Builder be obligated to contribute funds to the Association in excess of the amount that would have been assessed against the Declarant or Designated Builder had the Lots owned by the Declarant or Designated Builder been Assessable Lots.

8.8 **Rules Regarding Billing and Collection Procedures.**

Regular Assessments shall be collected on a semi-annual basis or such other basis as may be selected by the Board. Special Assessments may be collected as specified by the Board. The Board shall have the right to adopt rules and regulations setting forth procedures for the purpose of making Assessments and for the billing and collection of the Assessments; provided that such procedures are not inconsistent with the provisions of this Declaration. The failure of the Association to send a bill to any Owner shall not relieve such Owner of liability for any Assessment or charge under this Declaration, but the Assessment Lien therefor shall not be foreclosed until the Owner has been given written notice, at least thirty (30) days prior to such foreclosure, that the Assessment or any installment thereof is or will be due and of the amount owing. Such notice may be given at any time prior to or after delinquency of such payment. The Association shall be under

no duty to refund any payments received even though the ownership of a Lot changes during an Assessment Period; however, successor Owners of Lots shall be given credit for prepayments, on a prorated basis, made by prior Owners.

8.9 **Creation of Assessment Lien; Effect of Nonpayment of Assessments; Remedies of the Association.**

Any Assessment or installment thereof not paid within fifteen (15) days after the Assessment or installment first becomes due shall bear interest from the due date at the rate of interest set from time to time by the Board. In addition, the Board may establish a late fee to be charged to any Owner who has not paid any Assessment or installment thereof within fifteen (15) days after such payment was due.

The Association shall have a lien on each Lot for all Assessments levied against the Lot, all Collection Costs incurred as against the Lot, and any amounts payable to the Association pursuant to the Community Documents ("Assessment Lien"). The Recording of this Declaration constitutes record notice and perfection of the Assessment Lien.

The Association may, at its option, Record a Notice of Assessment Lien setting forth the name of the delinquent Owner, the legal description or street address of the Lot against which the Notice of Assessment Lien is Recorded, and the amount claimed to be past due as of the date of the Recording of the Notice, including Collection Costs. Before Recording any Notice of Assessment Lien against a Lot, the Association shall make a written demand to the defaulting Owner for payment of the delinquent Assessments, together with Collection Costs, if any, and all other amounts secured by the Assessment Lien. In the event that any of the amounts specified in the demand are not paid within ten (10) days after delivery of the demand, the Association may proceed with Recording a Notice of Assessment Lien against the Lot. If the Association Records a Notice of Assessment Lien, the Association may charge the Owner against which the Notice of Assessment Lien is Recorded a lien fee in an amount established from time to time by the Board.

The Assessment Lien shall have priority over all liens or claims except for liens and encumbrances Recorded before the Recording of this Declaration, liens for real estate taxes and other governmental assessments and charges, and the lien of any First Mortgage or seller's interest in a first contract for sale Recorded prior to the Assessment Lien. Any First Mortgagee or any other Person acquiring title or coming into possession of a Lot through foreclosure of the First Mortgage, purchase at a foreclosure sale or trustee sale, or through any equivalent proceedings (including but not limited to the taking of a deed in lieu of foreclosure) shall acquire title free and clear of any claims for unpaid assessments and charges against the Lot that became payable prior to the acquisition of such Lot by the First Mortgagee or other Person. Any Assessments and charges against the Lot that accrue prior to such sale or transfer shall remain the obligation of the defaulting Owner.

The Association shall not be obligated to release the Assessment Lien upon a Lot, except as it may be subject to foreclosure by a lien having priority, until all delinquent Assessments, Collection Costs, and all other sums attributed to that Lot and payable to the Association by the Owner have been paid in full.

The Association shall have the right, at its option, to enforce collection of any delinquent Assessments, together with Collection Costs and any other sums due to the Association, in any manner allowed by law, including but not limited to bringing an action at law against the Owner personally obligated to pay the delinquent Assessments (which action may be brought without waiving the Assessment Lien) and bringing an action to foreclose the Assessment Lien against the Lot in the manner provided by law for the foreclosure of a realty mortgage. The Association shall have the power to bid at any foreclosure sale and to purchase, acquire, hold, mortgage, and convey any and all Lots purchased at such sale.

8.10 **Purposes for Which Association's Funds May Be Used.**

The Association may use the funds and property collected and received by it (including the Assessments, fees, loan proceeds, surplus funds, and all funds and property received from any other source) for the purpose of (a) discharging and performing the Association's duties and obligations under the Community Documents or applicable law; (b) exercising the rights and powers granted to the Association by the Community Documents or applicable law; (c) providing

or promoting activities and services that the Board deems appropriate, necessary, or desirable to foster or promote the common good and general welfare of the Property, Owners, and Residents; (d) contracting for services to be provided to Owners and Residents; and (e) taking such other action as the Board deems necessary, appropriate, or desirable for the management and administration of the Association or the benefit of the Association or the Property.

8.11 **Surplus Funds.**

The Association shall not be obligated to spend all the Assessments and other sums received by it in the year received, and may carry forward any balances remaining as surplus. The Association shall not be obligated to reduce the amount of the Regular Assessment in the succeeding year if a surplus exists from a prior year, and the Association may carry forward from year to year such surplus as the Board may determine to be desirable for the greater financial security of the Association and the accomplishment of its purposes.

8.12 **Initial Capital Contribution.**

Each Purchaser of a Lot from the Declarant or a Designated Builder shall pay to the Association, immediately upon becoming the Owner of the Lot, a sum equal to one-fourth of the then-current Regular Assessment for an Assessable Lot. Funds paid to the Association pursuant to this Section may be used by the Association for payment of operating expenses or any other purpose permitted under the Community Documents. Payments made pursuant to this Section shall be nonrefundable and shall not be considered as an advance payment of any Assessments levied by the Association pursuant to this Declaration. Payments made pursuant to this Section shall be deemed a contribution to the capital of the Association.

ARTICLE 9

MAINTENANCE

9.1 **Areas of Association Responsibility.**

The Association shall be responsible for the management and Maintenance of the Areas of Association Responsibility except for any part of the Areas of Association Responsibility that any governmental entity is maintaining or is obligated to maintain. The Board shall be the sole judge as to the appropriate Maintenance of all Areas of Association Responsibility, but the Areas of Association Responsibility shall be maintained in good condition and repair at all times.

No Owner, Resident, or other Person shall construct, install, alter, modify, or remove any Improvements situated on the Areas of Association Responsibility without the approval of the Board. No Owner, Resident, or other Person shall obstruct or interfere with the Association in the performance of the Association's management or Maintenance of the Areas of Association Responsibility.

9.2 **Assessment of Certain Costs of Maintenance and Repair.**

If the need for Maintenance of an Area of Association Responsibility is caused through the willful or negligent act of any Owner or Resident, or their family members, guests, or invitees, then the cost of such Maintenance shall be paid by such Owner to the Association upon demand and payment of such amounts shall be secured by the Assessment Lien.

9.3 **Improper Maintenance and Use of Lots.**

In the event that any portion of any Lot is improperly maintained so as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots or other areas of the Project that are substantially affected thereby or related thereto, or in the event that any portion of a Lot is being used in a manner that violates this Declaration; or in the event that the Owner of any Lot is failing to perform any obligations under the Community Documents, the Board may make a finding to such effect, specifying the particular condition or conditions that exist, and give notice thereof to the offending Owner that unless corrective action is taken within fourteen (14) days, the Board may cause such action to be taken at said Owner's expense. If the requisite corrective action has not been taken at the expiration of said 14-day period of time, the Board shall be authorized and empowered to cause such action to be taken and the cost

thereof shall be paid by the Owner to the Association upon demand, and payment of such amounts shall be secured by the Assessment Lien.

ARTICLE 10

INSURANCE

10.1 Scope of Coverage.

Commencing no later than the time of the first conveyance of a Lot to a Purchaser, the Association shall maintain, to the extent reasonably available, the following insurance coverage:

(a) Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Board, but not less than $1,000,000. Such insurance shall cover all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Areas of Association Responsibility and all other portions of the Project that the Association is obligated to maintain under this Declaration, and shall also include hired automobile and non-owned automobile coverages with cost liability endorsements to cover liabilities of the Owners as a group to an Owner;

(b) Property insurance on all Areas of Association Responsibility, insuring against all risk of direct physical loss in an amount equal to the maximum insurable replacement value of the Areas of Association Responsibility, as determined by the Board; provided, however, that the total amount of insurance after application of any deductibles shall not be less than one hundred percent (100%) of the current replacement cost of the insured property exclusive of land, excavations, foundations, and other items normally excluded from a property policy;

(c) Workmen's compensation insurance to the extent necessary to meet the requirements of the laws of Nebraska; and

(d) Such other insurance as the Board shall determine from time to time to be appropriate to protect the Association or the Owners.

Any insurance policy purchased by the Association pursuant to this Section shall, to the extent reasonably available, contain the following provisions: (a) that there shall be no subrogation with respect to the Association, its agents, servants, and employees, or with respect to Owners and members of their household; (b) that no act or omission by any Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery on the policy; (c) that the coverage afforded by such policy shall not be brought into contribution or proration with any insurance that may be purchased by Owners or their mortgagees or beneficiaries under deeds of trust; (d) a "severability of interest" endorsement that shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or other Owners; (e) a statement of the name of the insured as the Association; and (f) for policies of hazard insurance, a standard mortgagee clause providing that the insurance carrier shall notify the First Mortgagee named in the policy at least ten (10) days in advance of the effective date of any substantial modification, reduction, or cancellation of the policy.

The premiums for any insurance obtained by the Association pursuant to this Section shall be included in the budget of the Association and shall be paid by the Association.

10.2 Certificates of Insurance.

An insurer that has issued an insurance policy under this Article 10 shall issue a certificate or a memorandum of insurance to the Association and, upon request, to any Owner or mortgagee or beneficiary under a deed of trust. Any insurance obtained pursuant to this Article 10 may not be cancelled until thirty (30) days after notice of the purposed cancellation has been mailed to the Association, each Owner, and each mortgagee or beneficiary under a deed of trust to whom certificates of insurance have been issued.

10.3 Payment of Insurance Proceeds.

With respect to any loss to any Area of Association Responsibility covered by property insurance obtained by the Association in accordance with this Article 10, the loss shall be adjusted

with the Association, and the insurance proceeds shall be payable to the Association and not to any mortgagee or beneficiary under a deed of trust. Subject to the provisions of Section 9.1, the proceeds shall be disbursed for the repair or restoration of the damage to the Area of Association Responsibility.

10.4 **Repair and Replacement of Damaged or Destroyed Property.**

Any portion of the Areas of Association Responsibility that is damaged or destroyed shall be repaired or replaced promptly by the Association unless repair or replacement would be illegal under any state or local health or safety statute or ordinance, or Owners representing at least eighty percent (80%) of the total authorized votes in the Association vote not to repair or replace the damaged or destroyed Improvements. The cost of repair or replacement in excess of insurance proceeds and reserves shall be paid by the Association.

If all of the damaged Areas of Association Responsibility are not completely repaired or replaced, insurance proceeds attributable to the damaged Areas of Association Responsibility shall be used to restore the damaged area to a condition that is not in violation of any state or local health or safety statute or ordinance and the remainder of the proceeds shall be retained by the Association as an additional capital reserve.

ARTICLE 11

DISPUTE RESOLUTION

11.1 **Agreement to Resolve Certain Disputes Without Litigation.**

As used in this Article 11, the term "Claim" shall mean: (a) any claim or cause of action arising out of or related in any way to the planning, design, engineering, grading, construction, or development of the Common Area or any Lot, including without limitation any claim or cause of action that the Common Areas are defective or that the Declarant or a Designated Builder or their agents, contractors, employees, subcontractors, architects, engineers, or consultants were negligent in the planning, design, engineering, grading, construction, or development thereof; or (b) any claim or cause of action against the Declarant or a Designated Builder or any employee, agent, director, member, or officer of Declarant or a Designated Builder arising out of or in any way related to the development of the Project or the management or operation of the Association, including without limitation any claim for negligence, fraud, intentional misconduct, or breach of fiduciary duty. The Association, Declarant, and Designated Builders; all Owners, Residents, and other Persons bound by this Declaration; and any Person not otherwise bound by this Declaration who agrees to submit to this Article 11 (collectively, the "Bound Parties") agree that the dispute resolution procedures set forth in this Article 11 shall apply to all claims.

11.2 **Notice of Claim.**

Any Bound Party having or alleging to have a Claim (a "Claimant") against any other Bound Party (a "Respondent") shall notify each Respondent in writing of the Claim, stating plainly and concisely (a) the nature of the Claim, including date, time, location, Persons involved, and Respondent's role in the Claim; (b) the factual and legal basis of the Claim; and (c) what Claimant wants Respondent to do or not do to resolve the Claim (the "Claim Notice").

In the event that the Claimant is the Association, the Association must provide written notice to all Members prior to delivering a Claim Notice or commencing any legal action, cause of action, proceeding, reference, or arbitration against a Declarant or a Designated Builder, which notice shall at a minimum include (a) a description of the Claim; (b) a description of the attempts of the Declarant or any Designated Builder to correct the Alleged Defect (as defined in Section 11.4) and the opportunities provided to Declarant or the Designated Builder to correct such Alleged Defect; (c) the estimated cost to repair such Alleged Defect; (d) the name and professional background of the attorney retained by the Association to pursue the Claim against the Declarant or Designated Builder and a description of any relationship between such attorney and any member of the Board; (e) a description of the fee arrangement between such attorney and the Association; (f) the estimated attorneys' fees and expert fees and costs necessary to pursue the Claim and the source of the funds that will be used to pay such fees and expenses; (g) the estimated time necessary to conclude the action against the Declarant or Designated Builder; (h) a description of the manner in which the action will be funded and a description of any demands, notices, offers to settle, or

responses to offers to settle made either by the Association or the Declarant or Designated Builder; and (i) an affirmative statement from the Board that the action is in the best interests of the Association and its Members.

11.3 **Approval of Litigation.**

The Association shall not deliver a Claim Notice to any Bound Party; commence any legal action, mediation, or arbitration proceeding against any Bound Party; or incur any expenses in connection with any Claim (including without limitation attorneys' fees) without prior approval of the Board. In the event that the Association commences any legal action or arbitration proceeding involving a Claim, all Owners must notify prospective Purchasers of such legal action or arbitration proceeding and must provide such prospective Purchasers with a copy of the Claim Notice received from the Association.

11.4 **Right to Enter, Inspect, Repair, and/or Replace.**

Within a reasonable time after the receipt by the Declarant or a Designated Builder of a Claim Notice, the Declarant or Designated Builder shall have the right, upon reasonable notice to Claimant and during normal business hours, to enter onto or into the Common Area or any Lot for the purposes of inspecting and/or testing to determine the validity of the Claim and, if deemed necessary by the Declarant or Designated Builder, to correct, repair, and/or replace the alleged deficiency in the planning, design, engineering, grading, construction, or development of the Common Area or any Lot that is the basis for the Claim (the "Alleged Defect"). In conducting such inspection, testing, repairs, and/or replacement, the Declarant or Designated Builder shall be entitled to take any actions as it shall deem reasonable and necessary under the circumstances.

Nothing set forth in this Section shall be construed to impose any obligation on the Declarant or a Designed Builder to inspect, test, repair, or replace any item or Alleged Defect for which the Declarant or a Designated Builder is not otherwise obligated under applicable law or any limited warranty provided by the Declarant or Designated Builder in connection with the sale of the Lots. The right of the Declarant and the Designated Builder to enter, inspect, test, repair, and/or replace reserved hereby shall be irrevocable and may not be waived or otherwise terminated except by a writing executed and Recorded by the Declarant or Designated Builder. In no event shall any statute of limitations be tolled during the period in which the Declarant or Designated Builder conducts any inspection or testing of any Alleged Defects.

11.5 **Mediation.**

If the Claimant and Respondent do not resolve the Claim through negotiation within thirty (30) days after the date of the Claim Notice or within such longer period as may be agreed upon by the Claimant and Respondent ("Termination of Negotiations"), Claimant shall have an thirty (30) additional days within which to submit the Claim to mediation by an independent mediation service agreed upon by the Claimant and Respondent.

If Claimant does not submit the Claim to mediation within thirty (30) days after Termination of Negotiations, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim.

If the Claimant and Respondent do not settle the Claim within thirty (30) days after submission of the matter to the mediation process, or within such time as determined reasonable or appropriate by the mediator, then the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation Notice"). The Termination of Mediation Notice shall set forth when and where the parties met, that the parties are at an impasse, and the date that mediation was terminated.

11.6 **Binding Arbitration.**

If a Claim is not resolved by mediation, the Claimant shall have fifteen (15) days after the date of the Termination of Mediation Notice to submit the Claim to binding arbitration in accordance with this Section. If the Claimant fails to timely submit the Claim to arbitration, then the Claim shall be deemed waived and abandoned and the Respondent shall be relieved of any and all liability to Claimant arising out of the Claim. If the Claimant submits the Claim to binding arbitration in accordance with this Section, the arbitration shall be conducted in accordance with the following:

(a) Initiation of Arbitration. The arbitration shall be initiated by either party delivering to the other a Notice of Intention to Arbitrate as provided for in the American Arbitration Association ("AAA") Commercial Arbitration Rules or such other AAA rules as the AAA determines to be applicable (the "AAA Rules"). A Respondent may join as a party to the arbitration any Bound Party who may be liable to the Respondent or the Claimant with respect to the Claim.

(b) Governing Procedures. The arbitration shall be conducted in accordance with the AAA Rules. In the event of a conflict between the AAA Rules and this Section, the provisions of this Section shall govern.

(c) Appointment of Arbitrator. The parties shall appoint a single arbitrator by mutual agreement. If the parties have not agreed within ten (10) days of the date of the Notice of Intention to Arbitrate on the selection of an arbitrator willing to serve, a qualified arbitrator will be appointed by AAA in accordance with AAA Rules. Any arbitrator appointed in accordance with this Subsection (c) is referred to in this Section as the "Arbitrator".

(d) Qualifications of Arbitrator. The Arbitrator must have completed all necessary training to act as an arbitrator under AAA Rules and shall be neutral and impartial, knowledgeable as to the subject matter involved in the dispute, and experienced in arbitration proceedings.

(e) Disclosure. Any potential Arbitrator shall promptly disclose to the parties all actual or perceived conflicts of interest involving the dispute or the parties. No Arbitrator may serve if he has a conflict of interest involving the subject matter of the dispute or the parties. If an Arbitrator resigns or becomes unwilling to continue to serve as Arbitrator, a replacement shall be selected in accordance with the procedure set forth in Subsection (c) above.

(f) Compensation. The Arbitrator shall be fully compensated for all time spent in connection with the arbitration proceedings in accordance with the Arbitrator's usual hourly rate, unless otherwise agreed to by the parties, for all time spent in connection with the arbitration proceeding. Pending the final award, the Arbitrator's compensation and expenses shall be advanced equally by the parties.

(g) Preliminary Hearing. Within thirty (30) days after the Arbitrator has been appointed, a preliminary hearing among the Arbitrator and counsel for the parties shall be held for the purpose of developing a plan for the management of the arbitration, which shall then be memorialized in an appropriate order. The matters that may be addressed include (i) definition of issues; (ii) scope, timing, and types of discovery, if any; (iii) schedule and place(s) of hearings; (iv) setting of other timetables; (v) submission of motions and briefs; (vi) whether and to what extent expert testimony will be required, whether the Arbitrator should engage one or more neutral experts, and whether engagement of experts by the parties can be obviated or minimized; (vii) whether and to what extent the direct testimony of witnesses will be received by affidavit or written witness statement; and (viii) any other matters that may promote the efficient, expeditious, and cost-effective conduct of the arbitration proceedings.

(h) Management of the Arbitration. The Arbitrator shall actively manage the proceedings as the Arbitrator deems best so as to make proceedings expeditious, economical, and less burdensome than litigation.

(i) Confidentiality. All papers, documents, briefs, written communication, testimony, and transcripts, as well as any and all arbitration decisions, shall be confidential and not disclosed to anyone other than the Arbitrator, the parties or the parties' attorneys, and expert witnesses to the extent applicable to their testimony; provided that upon prior written consent of all parties, such information may be divulged to additional third parties. All third parties shall agree in writing to keep such information confidential.

(j) Hearing. Hearings may be held at any place within the State of Nebraska designated by the Arbitrator and, in the case of particular witnesses not subject to subpoena at the usual hearing site, at a place where such witnesses can be compelled to attend.

(k) Final Award. Within sixty (60) days of the conclusion of the proceedings or such longer period as the parties mutually agree, the Arbitrator shall determine the claims of the parties and render a final award in writing. The Arbitrator may award the prevailing party in the proceeding all or a part of such party's reasonable attorneys' fees and expert witness fees, taking into account the final result of arbitration, the conduct of the parties and their counsel in the course of the arbitration, and other relevant factors. The Arbitrator shall not award any punitive damages. The Arbitrator shall not award indirect, consequential, or special damages, regardless of whether the possibility of such damage or loss was disclosed to or reasonably foreseen by the party against whom the claim is made; provided, however, that such damages may be deemed by the Arbitrator to be direct damages in an award reimbursing payments made by a party therefor to a third party. The Arbitrator shall assess the costs of the proceedings (including without limitation the fees of the Arbitrator) against the non-prevailing party.

11.7 **Use of Funds.**

In the event that the Association recovers any funds as a result of a Claim involving an Alleged Defect, the funds shall first be used to correct and/or repair the Alleged Defect or to reimburse the Claimant for any costs actually incurred by such Claimant in correcting and/or repairing the Alleged Defect, and any excess funds shall be paid into the Association's reserve fund.

ARTICLE 12

GENERAL PROVISIONS

12.1 **Enforcement.**

The Association may enforce the Community Documents in any manner provided for in the Community Documents or by law or in equity, including but not limited to:

(a) imposing reasonable monetary fines after notice and an opportunity to be heard is given to the Owner or other violator. An Owner shall be responsible for payment of any fine levied or imposed against a Resident of the Owner's Lot or by any guest or invitee of the Owner or Resident;

(b) suspending a Member's right to vote;

(c) suspending any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than fifteen (15) days delinquent in paying any Assessment or other charge owed to the Association;

(d) exercising self-help or taking action to abate any violation of the Community Documents in a non-emergency situation;

(e) requiring an Owner, at the Owner's expense, to remove any structure or Improvement on such Owner's Lot in violation of this Declaration and to restore the Lot to its previous condition. Upon failure of an Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed; and any such action shall not be deemed a trespass;

(f) without liability to any Person, prohibiting any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Declaration or the Design Guidelines from continuing or performing any further activities in the Project;

(g) towing vehicles that are parked in violation of this Declaration or the Association Rules;

(h) filing a suit at law or in equity to enjoin a violation of the Community Documents, to compel compliance with the Community Documents, to recover fines or money damages, or to obtain such other relief as to which the Association may be entitled; and

(i) recording a written notice of violation by any Owner or Resident of any restriction or other provision of the Community Documents. The notice shall be executed by an officer of the Association and shall contain substantially the following information: (i) the name of the Owner or Resident violating or responsible for the violation of the Community Documents; (ii) the legal description of the Lot against which the notice is being Recorded; (iii) a brief description of the nature of the violation; (iv) a statement that the notice is being Recorded by the Association pursuant to this Declaration; and (v) a statement of the specific steps that must be taken by the Owner or Resident to cure the violation. Recordation of a notice of violation shall serve as notice to the Owner, Resident, and any subsequent Purchaser of the Lot, that there is such a violation. Failure by the Association to Record a notice of violation shall not constitute a waiver of any such violation, constitute any evidence that no violation exists with respect to a particular Lot, or constitute a waiver of any right of the Association to enforce the Community Documents.

The Association shall not be obligated to take any enforcement action if the Board determines, in its sole discretion, that enforcement action would not be appropriate or in the best interests of the Association because of the strength of the Owner's or Resident's possible defenses, the time and expense of litigation or other enforcement action, the likelihood of a result unfavorable to the Association, or other facts deemed relevant by the Board.

Any Owner shall also have the right to enforce the Community Documents in any manner available at law or in equity.

All rights and remedies under the Community Documents or at law or in equity are cumulative, and the exercise of one right or remedy shall not waive the right to exercise another right or remedy. The failure to take enforcement action with respect to a violation of the Community Documents shall not constitute or be deemed a waiver of the right to enforce the Community Documents in the future.

If the Association retains or consults with an attorney with respect to any violation of the Community Documents by an Owner or the Residents of the Owner's Lot, all attorney fees incurred by the Association shall be assessed against the Owner, whether or not a lawsuit is filed by the Association, and all such attorney fees shall be paid by the Owner to the Association on demand and shall be secured by the Assessment Lien. If any lawsuit is filed by the Association, an Owner, or Resident to enforce the provisions of the Community Documents or in any other manner arising out of the Community Documents or the operations of the Association, the prevailing party in such action shall be entitled to recover from the other party all attorneys' fees incurred by the prevailing party in the action.

12.2 **Duration; Termination.**

This Declaration, as it may be amended pursuant to Section 12.3, shall run with the land and bind the Property and be in full force and effect in perpetuity unless terminated as provided in this Section. This Declaration may be terminated at any time if such termination is approved by the affirmative vote or written consent, or any combination thereof, of the Members holding ninety percent (90%) or more of the votes in the Association. If the necessary votes and/or consents are obtained, the Board shall Record a Certificate of Termination, duly signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association, with their signatures acknowledged. Following the Recording of a Certificate of Termination, this Declaration shall have no further force or effect, and the Association shall be dissolved pursuant to the terms set forth in its Articles. No termination of this Declaration shall be effective unless approved in writing by the Declarant, if the Declarant owns one or more Lots at the time of the termination, and each Designated Builder that owns one or more Lots at the time of the termination.

12.3 **Amendments.**

This Declaration may be amended at any time by the affirmative vote of Members having at least seventy-five percent (75%) of the total votes in the Association. Any amendment to this Declaration must be approved in writing by the Declarant, if the Declarant owns one or more Lots at the time of the amendment, and by each Designated Builder that owns one or more Lots at the time of the amendment. Notwithstanding any other provision of this Declaration to the contrary,

neither Article 11, Article 14, nor this sentence may be amended without the prior written consent of the Declarant and each Designated Builder even if the Declarant or Designated Builder no longer own any Lots at the time of the amendment.

Any amendment approved by the Members pursuant to this Section shall certify that the amendment has been approved as required by this Section, shall be signed by the President or Vice President of the Association, and shall be Recorded. Unless a later effective date is provided for in the amendment, any amendment to this Declaration shall be effective upon the Recording of the amendment.

Notwithstanding any other provision of this Declaration to the contrary, this Declaration may not be amended to conflict with the conditions of approval of any Plat by the City of Grand Island unless the Plat is abandoned.

Any challenge to an amendment to this Declaration for the reason that the amendment was not adopted by Members holding the required number of votes or was not adopted in accordance with the procedures set forth in this Section must be made within one (1) year after the Recording of the amendment.

12.4 **Condemnation of Common Area.**

If all or any part of the Common Area is taken or condemned, or conveyed by the Association in lieu of or under threat of such condemnation, by or to any authority having the power of condemnation or eminent domain, the award or other compensation paid as a result of such taking or conveyance shall be paid to the Association. Any conveyance by the Association of all or any part of the Common Area in lieu of or under threat of condemnation must be approved in accordance with the provisions of Section 7.16.

If the taking, condemnation, or conveyance involves a portion of the Common Area upon which Improvements have been constructed, then the Association shall construct replacement Improvements on the remaining Common Area to the extent land is available for such construction unless, within sixty (60) days after such taking, the Members holding at least eighty percent (80%) of the votes in the Association vote not to build replacement Improvements.

If such replacement Improvements are to be constructed, then the Association shall be entitled to use the award or other compensation made for such taking solely for the purpose of such construction. If the taking does not involve any Improvements on the Common Area or if the Members holding more than eighty percent (80%) of the votes in the Association vote not to construct any replacement Improvements or if there are any net funds remaining after such construction is completed, then such awarded net funds shall be retained by the Association and used for such purposes as may be determined by the Board.

12.5 **Interpretation.**

Except for judicial construction, the Association shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive, and binding as to all Persons and Property benefited or bound by this Declaration. In the event of any conflict between this Declaration and the Articles, By-Laws, Association Rules, or Design Guidelines, this Declaration shall control. In the event of any conflict between the Articles and the By-Laws, the Articles shall control. In the event of any conflict between the By-Laws and the Association Rules or the Design Guidelines, the By-Laws shall control.

12.6 **Severability.**

Whenever possible, each provision of this Declaration shall be interpreted so as to be effective and valid under Nebraska law. If any provision of this Declaration is, for any reason and to any extent, invalid or unenforceable, then neither the remainder of this Declaration nor the application of such provision to other Persons or in other circumstances shall be affected by such invalidity or unenforceability.

12.7 **Change of Circumstances.**

Except as otherwise expressly provided in this Declaration, no change of conditions or circumstances shall operate to extinguish, terminate. or modify any of the provisions of this Declaration.

12.8 **Laws, Ordinances, and Regulations.**

The covenants, conditions, and restrictions set forth in this Declaration, and the provisions requiring Owners and other Persons to obtain the approval of the Declarant, the Board, or the DRC with respect to certain actions, are independent of the obligation of the Owners and other Persons to comply with all applicable laws, ordinances, and regulations. Compliance with this Declaration shall not relieve an Owner or any other Person from the obligation to also comply with all applicable laws, ordinances, and regulations.

Any violation of any state, municipal, or local law, ordinance, or regulation pertaining to the ownership, occupation, or use of any Property within the Project is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth herein.

12.9 **References to this Declaration in Deeds.**

Deeds to and instruments affecting any Lot or any other part of the Project may contain the covenants, conditions, and restrictions herein set forth by reference to this Declaration; however, regardless of whether any such reference is made in any Deed or instrument, each and all of the provisions of this Declaration shall be binding upon the grantee-Owner or other Person claiming through any instrument and his heirs, executors, administrators, successors, and assignees.

12.10 **Gender and Number.**

Wherever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall include the singular.

12.11 **Captions and Titles.**

All captions, titles, or headings of the Articles and Sections in this Declaration are for the purpose of reference and convenience only and are not to be deemed to limit, modify, or otherwise affect any of the provisions hereof or to be used in determining the intent of context thereof.

12.12 **Certification.**

The Association certifies that this Declaration has been approved as required by the Declarant.

ARTICLE 13

MISCELLANEOUS

13.1 **Protection of Mortgagees.**

No violation, breach, or failure to comply with any provision of this Declaration (hereinafter "violation"), nor any action to enforce any provision of this Declaration, shall affect, defeat, render invalid, or impair the lien of any mortgage taken in good faith for value and perfected by Recording, prior to the Recording of an instrument giving notice of such violation. Further, no such violation shall affect, defeat, render invalid, or impair the title or interest of any purchaser upon foreclosure of any such mortgage or delivery of a deed in lieu thereof. Any such purchaser upon foreclosure shall take title subject to this Declaration; however, violations of this Declaration that occurred prior to the vesting of fee simple title in such purchaser shall not be deemed violations with respect to such purchaser or his heirs, personal representatives, successors, or assigns.

13.2 **Compliance with Laws.**

In addition to the covenants, conditions, and restrictions contained in this Declaration, all Owners shall comply with all applicable laws, statutes, ordinances, rules, and regulations of the City of Grand Island and all other applicable governmental authorities (collectively, the "Laws"). To the extent that this Declaration governs matters not addressed by the Laws or is more restrictive than the Laws, the terms of this Declaration shall govern and control.

13.3 **Restrictions on Subordinate Covenants, Maps, and PUDs.**

Without Declarant's prior written consent, for so long as Declarant owns any Lots, (a) no junior or subordinate covenants, conditions and/or restrictions shall be Recorded against all or any portion of the Property; and (b) no planned unit development, map, plat, or re-subdivision may be filed of record against all or any portion of the Property. In the event that any covenants, conditions and/or restrictions or planned unit development, map, plan or re-subdivision is Recorded against all or any portion of the Property in violation of this Section, the instrument(s) Recorded shall be null and void.

13.4 **Violations Constitute a Nuisance.**

Any violation of any provision, covenant, condition, restriction or equitable servitude contained in this Declaration, whether by act or omission, is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by any person entitled to enforce the provisions of this Declaration.

13.5 **Notices.**

Any submissions or notices required or permitted to be given to the Association or the DRC under or pursuant to this Declaration shall be in writing and shall be sent by United States Certified Mail, Return Receipt Requested, addressed to the Association or DRC at 2502 N. Webb Road, Grand Island, NE 68803. Any submission or notice given in any other manner (including without limitation any submission or notice given to persons at Declarant's sales office) shall have no force or effect and shall not be deemed to have been given or received for any purpose under this Declaration. Any notice given pursuant to this Section that is refused shall be deemed to be given and received for all purposes hereunder.

ARTICLE 14

PROHIBITION OF EXEMPTION FROM PROPERTY TAXATION

14.1 **Funding of Development Costs.**

The source of funding for infrastructure development costs related to this Project is dependent upon Tax Increment Financing approved by the Community Redevelopment Authority of the City of Grand Island, Nebraska, ("Community Redevelopment Authority") and each Owner shall be required to abide by all of the requirements related to preservation and repayment of such Tax Increment Financing for so long as there shall remain outstanding indebtedness attributable to redevelopment costs on any portion of the Project supported thereby.

14.2 **Waiver of Exemption Rights.**

NO OWNER MAY CLAIM, OR IN ANY MANNER UTILIZE, THE NEBRASKA HOMESTEAD EXEMPTION (OR ANY OTHER EXEMPTION UNDER NEBRASKA OR FEDERAL LAW) TO EXCLUDE ANY LOT FROM THE OBLIGATION TO PAY ANY AD VALOREM TAXES LEVIED UPON REAL PROPERTY WITHIN THE PROJECT FOR SO LONG AS ANY PORTION OF SUCH AD VALOREM TAXES ATTRIBUTABLE TO THAT LOT ARE ALLOCATED INTO A SPECIAL FUND OF THE COMMUNITY REDEVELOPMENT AUTHORITY FOR THE PAYMENT OF PRINCIPAL, INTEREST, AND OTHER ELIGIBLE COSTS RELATED TO THE PROJECT; AND EACH OWNER SHALL BE DEEMED TO HAVE IRREVOCABLY WAIVED ANY SUCH EXEMPTION.

IN WITNESS WHEREOF, the undersigned has made and executed this Declaration of Covenants, Conditions, Restrictions, and Design Guidelines effective as of the day and year first above written.

THE GUARANTEE GROUP, L.L.C., a Nebraska Limited Liability Company

By _____
Sean O'Connor, President/Managing Member

"DECLARANT"

STATE OF NEBRASKA)
)ss:
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this 29th day of April, 2020, by Sean O'Connor, President/Managing Member of THE GUARANTEE GROUP, L.L.C., a Nebraska limited liability company, on behalf of said company.

Witness my hand and official seal.

GENERAL NOTARY- State of Nebraska
KEVIN P. WALSH
My Comm. Exp. Feb 8, 2023

_____
Notary Public

EXHIBIT A

DESIGN REVIEW COMMITTEE SUBMITTAL INSTRUCTIONS

For Landscaping Plan Approval or Amendments to an Approved Landscaping Plan:

The Owner shall submit two (2) copies of the landscaping plan for the Lot (no smaller than 11" x 17"), including a description of all varieties and sizes of trees and shrubs, with the location of each tree and shrub clearly delineated on the plan. To the extent the Owner can color code the trees and shrubs and provide a legend, it will facilitate review. If the submittal is for an amendment to a previously approved landscape plan, the existing trees and shrubs shall be marked on the landscape plan with a circle marked with a solid line and a dot in the center. All deleted landscape materials shall be described as part of the submittal. The initial submittal shall also describe the proposed automated irrigation system, the location of the timer box, the valves and each sprinkler head and emitter. In the event the Owner desires to install any hardscape, including but not limited to brick, masonry, concrete, rocks or other inert material, such items shall be clearly marked on the landscape plan and a legend shall be provided so that the Design Review Committee can easily determine the location and type of material. Lots have been designed and graded to provide positive drainage from the Lot and to protect environmental resources. In the event the Owner's plan proposes to alter the grade of the Lot, the location of all drainage structures and direction and slope of flow must be indicated on the plan. The Design Review Committee's approval of any plan shall not be deemed to constitute an assurance that the grading or drainage change is properly engineered to avoid any undesirable impact.

For Changes or Additions to a Residence:

The Owner shall submit two (2) copies of the plot plan and two (2) copies of the floor plan for the model and elevation. On such plans, the Owner shall draw the proposed changes or additions to the exterior elevation. If the Owner has a photograph of another house or a picture out of a magazine, such photo should be submitted. The application must contain a description of such changes or additions and the materials being used. If the change or addition affects the roof or roofline, a roof plan shall also be submitted. A building section may be requested depending on the complexity of the change or addition.

INCOMPLETE SUBMITTALS WILL BE DENIED

Owner must comply with all applicable city and state laws and obtain all necessary permits. Approval by the Design Review Committee is not a warranty or representation as to the quality of such construction, installation, addition, alteration, repair, change, or other work, or that work conforms to any applicable building codes or other federal, state, or local law, statute, ordinance, rule, or regulation.

Requests submitted to the Design Review Committee will be reviewed within forty-five (45) days. Requests will be approved, approved with stipulations, or not approved.

EXHIBIT B

ARCHITECTURAL SUBMITTAL FORM

COPPER CREEK RODNEY LEON SUBDIVISION DESIGN REVIEW COMMITTEE

ARCHITECTURAL AND LANDSCAPE IMPROVEMENT

SUBMITTAL FORM

Please mail to:
Copper Creek Rodney Leon Subdivision
Design Review Committee
PO Box 5916
Grand Island, NE 68802
Phone: (308) 675-3600

Name: _____

Copper Creek Rodney Leon Subdivision Address: _____

Lot # _____

Phone Day: _____ Phone Evening (Other): _____

Current Residence Address: _____

Submitting For: _____

_____

_____

Contractor Name & Phone # (if applicable):_____

_____

Types of Materials (attach samples/pictures/brochures):_____

_____

_____

_____

Colors to be used (attach samples/pictures/brochures):_____

_____

_____

_____

Owner Signature: _____ Date: _____

EXHIBIT C

DESIGN REVIEW COMMITTEE ACTION TAKEN FORM

COPPER CREEK RODNEY LEON SUBDIVISION DESIGN REVIEW COMMITTEE

ARCHITECTURAL AND LANDSCAPE IMPROVEMENT

ACTION TAKEN BY THE DRC:

( ) Approved (submitted request is approved)

( ) Approved with Stipulations as Noted (submitted request is conditionally approved subject to noted conditions)

( ) Not Approved (entire request is not approved and must be resubmitted with revisions)

Committee Member Signature: _____ Date: _____

Committee Member Signature: _____ Date: _____

Committee Member Signature: _____ Date: _____

Committee Member Signature: _____ Date: _____

Committee Member Signature: _____ Date: _____

Comments: _____

_____

_____

_____

_____

_____

_____

EXHIBIT D

GENERAL CRITERIA FOR WALLS AND FENCES

A. REQUIREMENTS FOR EQUIPMENT SCREENING WALLS

Pool equipment and water feature equipment screening walls on Lots shall be four feet (4') maximum height and shall be constructed of vinyl fencing that provides screening of the equipment and ensures that it is not Visible From Neighboring Property.

From time to time, the Design Review Committee may designate other materials as approved equals. If you have any questions regarding approved equals, please contact the Design Review Committee.

Landscaping wire may be used around plants to deter damage from wildlife population, under the following conditions.

- Wire must be at least 14 gauge and be able to stand without the need for staking.
- Wire must be painted either Moss or Hunter Green, or Buff if attached to wrought iron fencing.
- Wire may not exceed eighteen inches (18") in height.

B. PROHIBITED MATERIALS FOR WALLS AND FENCES

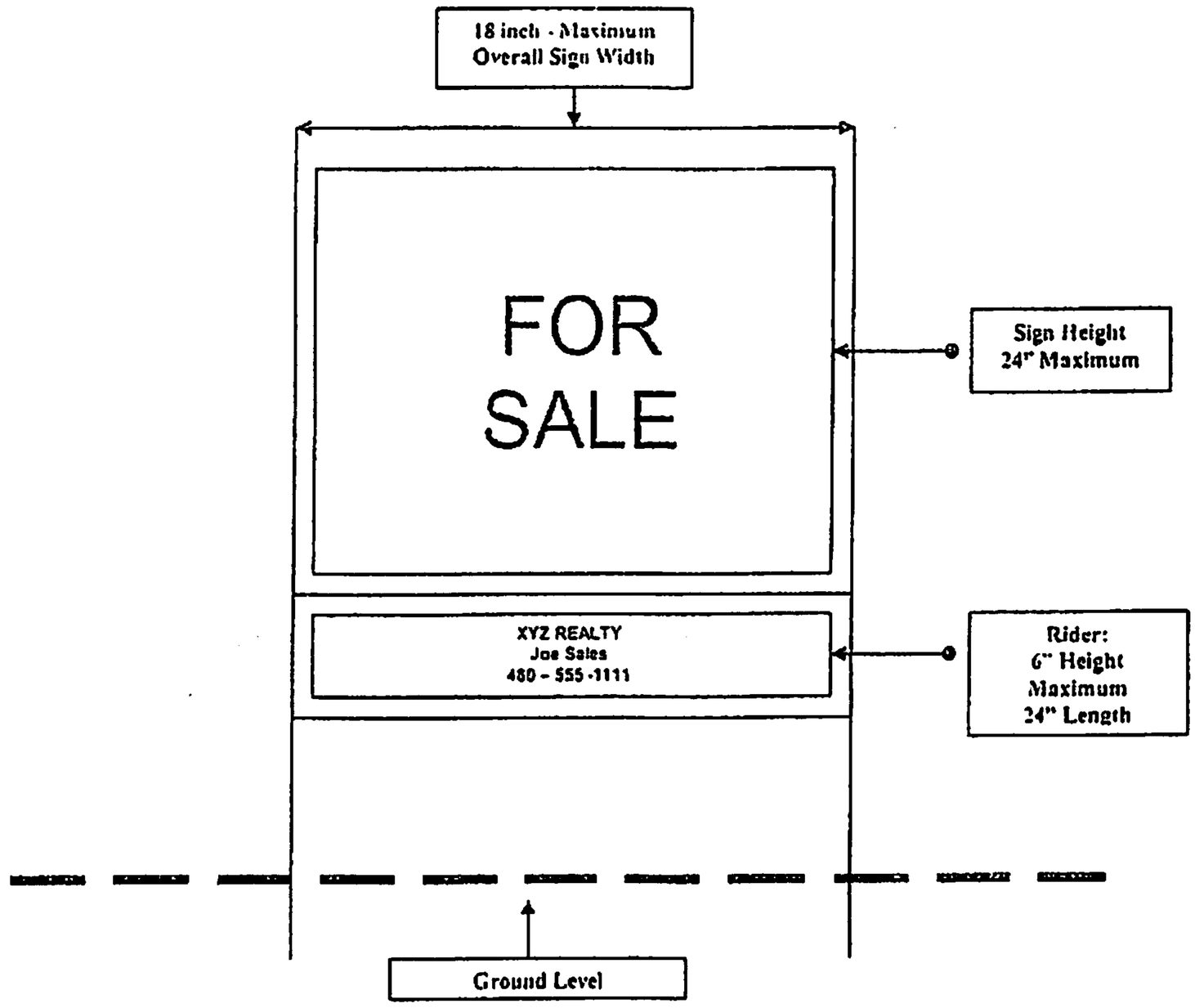
- Wood - Chain-link - Split-rail - Chicken Wire

- All other materials as deemed "unapproved" at the discretion of the Design Review Committee.

EXHIBIT E

GENERAL CRITERIA FOR SIGNS

COPPER CREEK RODNEY LEON SUBDIVISION



The size of a sign offering a property for sale shall be in conformance with the industry standard size sign, which shall not exceed eighteen by twenty-four inches (18" x 24") and the industry standard sign rider shall not exceed six by twenty-four inches (6" x 24").

5404-7/811563

BY-LAWS

OF

COPPER CREEK RODNEY LEON COMMUNITY ASSOCIATION, INC.

ARTICLE I

Name, Principal Office, and Definitions

1.1 Name. The name of the Association shall be Copper Creek Rodney Leon Community Association, Inc. ("Association").

1.2 Principal Office and Known Place of Business. The principal office and known place of business of the Association shall be located at the place designated in the Articles of Incorporation of the Association ("Articles") or such other place as the Association may designate from time to time in accordance with Nebraska statutes governing nonprofit corporations. The Association may have such other offices as the Board may determine or as the affairs of the Association may require.

1.3 Definitions. The words used in these By-Laws shall have their normal, commonly-understood definitions unless otherwise specified. Capitalized terms shall have the same meaning as set forth in the Declaration of Restrictive Covenants, Conditions, Restrictions, and Design Guidelines for Copper Creek Rodney Leon Subdivision, as recorded ("Declaration"), unless specifically otherwise defined herein or the context indicates otherwise. The term "Governing Documents" as hereafter referenced shall include the Declaration, these By-Laws, and the Articles. The terms "hereof," "herein," "hereunder," and similar terms shall be deemed to refer to these By-Laws. The terms "include," "includes," and "including" shall be deemed to be followed by the words "without limitation." Wherever the context so requires, words used in one gender shall include all genders; words in the singular shall include the plural; and words in the plural shall include the singular.

ARTICLE II

Association Membership, Meetings, Quorum, Voting, Proxies

2.1 Membership. The Association shall have two classes of membership, Class "A" and Class "B," as set forth in the Declaration. The provisions pertaining to membership in the Declaration are incorporated herein by this reference.

2.2 Place of Meetings. Meetings of the Members shall be held at a suitable place within Hall County, Nebraska, as may be designated by the Board.

2.3 Annual Meeting. The first meeting of the Members, whether a regular or special meeting, shall be held within one year after incorporation of the Association. Subsequent regular meetings shall be held each year on a date and at a time set by the Board. In the event that a quorum, as defined in Section 2.11, is not present at an annual meeting, the Association may hold the meeting for informational purposes; however, the Association may not take any action at such meeting.

2.4 Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting if so directed by the Declarant during the Declarant Control Period, by resolution of the Board, or upon a petition signed by Class "A" Members holding at least 25% of the voting power of the Association.

2.5 Notice of Meetings.

(a) Written notice of each meeting of the Members shall be given to Members by or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice to each Member entitled to vote thereat, addressed to the Member's address registered with the Association pursuant to Section 5.2 of the Declaration, at least 15 but no more than 50 days before such meeting. Notice may also be given by any other lawful means. Such notice shall specify the place, day, and hour of the meeting, together with the additional information as set forth in subsection (b) or (c) below.

(b) In the case of an annual or regular meeting, the notice shall also include a description of any matter or matters that must be approved by the members related to (i) a director conflict of interest; (ii) indemnification of an officer, employee, or agent who is not a director; (iii) amendment of the Articles; (iv) amendment of By-Laws; (v) merger; (vi) sale of assets other than in the regular course; or (vii) dissolution.

(c) In the case of a special meeting or when otherwise required by statute or these By-Laws, the notice shall also include a description of the matter or matters for which the meeting is called. No business shall be transacted at a special meeting except as stated in the notice.

(d) If posted, notice of a meeting shall be deemed delivered upon its posting. If mailed, notice shall be deemed delivered when deposited in the United States mail pursuant to Section 5.2 of the Declaration. If sent by facsimile, computer, fiber optics, cable, or such other similar communication device, notice shall be deemed delivered when transmitted to the Member at his or her address or number as it appears on the Association's records. The failure of any Member to receive actual notice of a meeting of the Members shall not affect the validity of any action taken at such meeting, except where actual notice is required by law.

(e) Notwithstanding anything in this Article to the contrary, any special meeting called in connection with the removal of a director or directors by the Members shall comply with the call and notice provisions of Nebraska law.

2.6 Waiver of Notice. Waiver of notice of a meeting by the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members either before or after such meeting. A Member's attendance at a meeting shall be deemed a waiver by such Member of notice of the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.7 Adjournment of Meetings. If any meeting of the Members cannot be held because a quorum is not present, a majority of the Members who are present at such meeting may, without

further notice, adjourn the meeting to a date at least 5 but no more than 30 days from the time of the original meeting. At the reconvened meeting, if a quorum is present, any business may be transacted that might have been transacted at the original meeting. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

2.8 Voting.

(a) Members shall have such voting rights as set forth in the Declaration. Such voting rights provisions are incorporated herein by this reference. Votes by the Members may be cast in person or by written absentee ballot. Any action taken at an annual or special meeting of the Members shall comply with all of the following if absentee ballots are used:

(i) the absentee ballot shall set forth each proposed action;

(ii) the absentee ballot shall provide an opportunity to vote for or against each proposed action;

(iii) the absentee ballot shall state that it is valid for only one (1) specified election or meeting of the Members and expires automatically after the completion of that election or meeting.

(iv) the absentee ballot shall specify the time and date by which the ballot must be delivered to the Board in order to be counted, which shall be at least 7 days after the date that the Board delivers the unvoted absentee ballot to the Member; and

(v) the absentee ballot does not authorize another Person to cast votes on behalf of the Member.

(b) All votes of the Members at meetings shall be subject to the quorum requirements of Section 2.11. Votes cast by absentee ballot or other form of delivery are valid for the purpose of establishing a quorum.

(c) The Class "B" Member shall have the right to disapprove any action of the Association, to the extent provided herein and in the Declaration. In addition, no action by the Association may conflict with any reserved right, privilege, power, or immunity of the Declarant or Class "B" Member.

2.9 Proxies.

(a) During the Declarant Control Period, Declarant may, in writing and at its discretion, permit voting of the Members by proxy. After termination of the Declarant Control Period, voting by proxy shall be prohibited.

(b) Should voting by proxy be permitted by Declarant, as stated, each such proxy shall be in writing, dated, signed, and filed with the Secretary prior to

the meeting for which it is to be effective. Proxies shall be deemed delivered to the Secretary if delivered by personal delivery, United States mail, e-mail, or facsimile to the Secretary, any Board member, or the professional management agent, if any. Unless otherwise provided in the proxy, a proxy shall cover all votes that the Member giving such proxy is entitled to cast. In the event of any conflict between two or more proxies purporting to cover the same voting rights, the later-dated proxy shall prevail. If dated as of the same date, both proxies shall be deemed invalid. No proxy shall be valid more than 11 months after its execution. The proxy of any Member shall be revocable and shall automatically cease upon conveyance of such Member's Lot.

2.10 Majority. Unless otherwise specified herein, the term "majority" as used in these By-Laws shall mean those votes, Members, or other group (as the context may indicate) totaling more than 50% of the total eligible number.

2.11 Quorum. Except as otherwise provided in these By-Laws or the Declaration, the presence in person (or by proxy if permitted by Declarant pursuant to Section 2.9) of Class "A" Members having at least 10% of votes attributable to the Class "A" Members or, for so long as the Class "B" Membership exists, the presence of a duly-appointed representative of the Class "B" Member, shall constitute a quorum at all meetings of the Members. Members present at a duly-called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum; provided that, unless otherwise specifically set forth in the Governing Documents, any action for which a vote of the Members is required must be approved by at least a majority of the votes required to constitute a quorum at that meeting.

2.12 Conduct of Meetings. The President shall preside over all meetings of the Members. The Secretary shall ensure that minutes of the meeting are kept and that all resolutions adopted at the meeting, as well as all transactions occurring at the meeting, are recorded in a minute book.

2.13 Action without a Meeting. To the extent consistent with Nebraska law, any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice, and without a vote, if written consent specifically authorizing the proposed action is signed by Members holding at least 80% of the voting power. All such consents shall be signed and dated within 60 days after receipt of the earliest-dated consent and delivered to the Association at its principal place of business in Nebraska. Such consents shall be filed with the minutes of the Association.

ARTICLE III

Board of Directors

A. Composition and Selection.

3.1 Governing Body, Composition.

(a) The Association's affairs shall be managed by a Board of Directors, which shall serve as the Association's corporate policy-making body. Each director shall have one equal vote. Except with respect to directors appointed by the Class

"B" Member pursuant to Section 3.5, directors shall be Members; however, no more than one representative from a particular Lot or Residence may serve on the Board at the same time. Any Member who is delinquent in the payment of any assessment or other charge due the Association, or who is otherwise deemed by the Board to be in violation of the Governing Documents, shall not be eligible to serve on the Board. Prior to commencing service on the Board, all directors shall complete such training requirements as the Board may establish.

(b) Directors shall be at least 18 years of age. In the case of a Member that is a partnership, corporation, or other such legal entity, any officer, director, or trustee of such Member shall be presumed to be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member. No Member may have more than one such representative on the Board at a time, except in the case of directors appointed by the Class "B" Member.

3.2 Number of Directors. The number of directors in the Association shall be three or five. The initial board shall consist of three directors as identified in the Articles.

3.3 Directors Appointed by the Class "B" Member. During the Declarant Control Period, the Class "B" Member shall be entitled to appoint a majority of the Board in accordance with Section 3.5, and such directors shall be appointed by the Class "B" Member acting in its sole discretion and shall serve at the pleasure of the Class "B" Member.

3.4 Nominations and Declarations of Candidacy.

(a) Prior to each election of directors, the Board shall prescribe the opening date and the closing date of a reasonable filing period in which each and every eligible person who has a bona-fide interest in serving as a director may file as a candidate for any position to be filled by Class "A" votes. The Board shall also establish such other rules and regulations as it deems appropriate to conduct the nomination of directors in a fair, efficient, and cost-effective manner. Nominations may also be permitted from the floor.

(b) Nominations for election to the Board may also be made by a nominating committee. The nominating committee, if any, shall consist of three or more Persons, including a chairperson, who shall be a director. The nominating committee may make as many nominations for election to the Board as it shall in its discretion determine. In making its nominations, the nominating committee shall use reasonable efforts to nominate candidates representing the diversity that exists within the pool of potential candidates.

(c) Each candidate shall be given a reasonable, equal opportunity to communicate his or her qualifications to the Members and to solicit votes.

(d) The nomination procedures shall not apply to directors appointed by the Class "B" Member.

3.5 Elections; Term of Office.

(a) Annual elections for directors may be conducted by mail,

electronically (if permitted by Nebraska law), or at the Association's annual meeting. The Secretary shall cause notice of the elections to be mailed or delivered to each Member at least ten (10) days prior to the closing date established by the Board for filing of ballots, in compliance with Nebraska law. Such notice shall be accompanied by a written ballot listing all candidates for each vacancy who have qualified or have been nominated in accordance with Section 3.4. The notice shall specify the name and address to which the ballots should be returned and the date by which they must be received in order to be counted, which date shall be the "Election Date." Votes for the election of directors shall be cast by secret written ballot.

(b) On the Election Date, the Board or an election committee appointed by the Board shall open and count the ballots. That number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected.

(c) Subject to completion of the training requirements established by the Board pursuant to Section 3.1, directors elected at such annual elections shall take office on January 1 of the following year. Except as otherwise specifically provided in these By-Laws, each director shall serve two-year terms; provided that directors shall hold office until their respective successors are elected (or appointed, as the case may be) and take office. Directors may serve up to three consecutive terms.

(d) Notwithstanding the above or any other provision of these By-Laws:

(i) Within one hundred twenty (120) days after the time that Class "A" Members other than Designated Builders own 25% of the Lots planned for development (as determined from the Plats for all subdivisions subject to the Declaration) or whenever the Class "B" Member earlier determines, the Association shall hold an election at which Class "A" Members shall elect one of the three directors, to serve until the second succeeding annual election. (Directors elected by the Class "A" Members are referred to as "Class "A" Directors.") Thereafter, each successor Class "A" Director shall serve a two-year term. The remaining two directors shall be appointees of the Class "B" Members.

(ii) Within one hundred twenty (120) days after the time that Class "A" Members other than Designated Builders own 50% of the Lots planned for development (as determined from the Plats for all subdivisions subject to the Declaration) or whenever the Class "B" Members earlier determine, the Board shall be increased to five directors, two of whom shall be Class "A" Directors. One Class "A" Director shall continue to serve as described in subsection (a) above, and the other shall be elected by the Class "A" Members to serve a term that expires when a successor Class "A" Director elected at the second succeeding annual election takes office or until the occurrence of the event described in subsection (c) below, whichever is earlier. If such Class "A" Director's term expires prior

to the event described in subsection (c) below, a successor shall be elected for a two-year term. The remaining three directors shall be appointees of the Class "B" Members.

(iii) Within 120 days after the termination of the Declarant Control Period, the Association shall hold an election at which the Class "A" Members shall elect all five directors. The three Class "A" Directors receiving the most votes in the election shall serve a term that expires when the directors elected at the second succeeding annual election take office. The remaining Class "A" Directors shall serve a term that expires when the directors elected at the next succeeding annual election take office. After expiration of each term described in this subsection, all Class "A" Directors shall serve two-year terms.

(iv) Each Class "A" Member shall be entitled to cast one vote per Lot owned by said Class "A" Member with respect to each Class "A" Director vacancy to be filled. There shall be no cumulative voting. The candidate(s) receiving the most votes shall be elected.

(v) A visual depiction of the Association's Board composition is set forth on Exhibit A hereto.

3.6 Removal of Directors and Vacancies.

(a) In addition to the Members' right to remove a director as set forth in Nebraska law, any Class "A" Director may be removed, with or without cause, by the vote of Class "A" Members holding two-thirds of the total Class "A" Member votes entitled to be cast at any meeting of the Members at which a quorum is present. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by the Class "A" Members entitled to elect the director so removed, to fill the vacancy for the remainder of the term of such director.

(b) The Board, by majority vote of all directors then in office, may remove any Class "A" Director who has three consecutive unexcused absences from Board meetings, or who is more than 30 days delinquent (or is the representative of a Member who is so delinquent) in the payment of any assessment or other charge due the Association, or who is otherwise deemed by the Board to be in violation of the Governing Documents. The Board may appoint a successor to fill the vacancy for the remainder of the term.

(c) Any director appointed by the Class "B" Member may be removed only by the Class "B" Member acting in its discretion.

(d) In the event of the death, disability, or resignation of a Class "A" Director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Class "A" Members entitled to fill such directorship may elect a successor for the remainder of the term.

In the event of the death, disability, or resignation of a director appointed by the Class "B" Member, the Class "B" Member may appoint a successor director to fill the vacancy.

B. Meetings.

3.7 Organizational Meetings. The Board of Directors shall hold an organizational meeting within 30 days after newly-elected or newly-appointed directors take office.

3.8 Regular Meetings. Regular meetings of the Board may be held at such time and place as the Board shall determine, but at least one such meeting shall be held annually. Notice of the time and place of the meeting shall be given to directors by United States Mail sent at least four (4) days prior to the meeting; however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

3.9 Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President, by any two directors, or by the Declarant during the Declarant Control Period. The notice shall specify the time and place of the meeting and the nature of the business to be considered. The notice shall be given to each director by: (a) personal delivery; (b) First Class Mail, postage prepaid; (c) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (d) facsimile, computer, fiber optics, or any such other communication device. All such notices shall be given at the director's telephone or facsimile number or sent to the director's e-mail or mailing address as shown on the records of the Association. Notices sent by First Class Mail shall be deposited in the United States mail at least seven (7) business days before the time set for the meeting. Notices given by personal delivery, telephone, facsimile, or other device shall be delivered, telephoned, or transmitted at least 72 hours before the time set for the meeting.

3.10 Waiver of Notice. The transaction of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held and noticed if a quorum is present and, either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.11 Quorum of Board of Directors. At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these By-Laws or the Declaration. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time at least five but no more than 30 days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business that might have been transacted at the original meeting may be transacted without further notice.

3.12 Compensation. No director shall receive any compensation from the Association for acting as such; however, any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board excluding the interested director.

3.13 Conduct of Meetings. The President shall preside over all meetings of the Board. The Secretary shall ensure that minutes are kept of all meetings of the Board and that all resolutions adopted by the Board and all transactions and proceedings occurring at such meetings are recorded in the minute book.

3.14 Open Meetings. To the extent required by Nebraska law, all meetings of the Board shall be open to all Members or any person designated by a Member in writing as the Member's representative. All Members or designated representatives so desiring shall be permitted to attend and speak at an appropriate time during the deliberations and proceedings at the Board meeting. The Board may place reasonable time restrictions on those Persons speaking during the meeting but shall permit a Member or Member's designated representative to speak before the Board takes formal action on an item under discussion. The Board shall provide for a reasonable number of persons to speak on each side of an issue. Notwithstanding the foregoing, the Board may close a portion of a meeting if that closed portion of the meeting is limited to consideration of one or more of the following:

(a) legal advice from an attorney for the Board or the Association;

(b) pending or contemplated litigation, including any hearing pursuant to Section 3.25;

(c) personal, health, or financial information about an individual Member, an employee of the Association, or an employee of a contractor for the Association; or

(d) matters relating to the job performance of, compensation of, health records of, or specific complaints against an employee of the Association or an employee of a contractor of the Association working under the direction of the Association.

3.15 Action without a Formal Meeting. Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if a written consent, setting forth the action so taken, shall be signed by all of the directors. Such consent shall have the same force and effect as a unanimous vote and shall be filed with the minutes of the proceedings of the Board.

3.16 Video and Telephonic Participation. One or more directors may participate in and vote during any regular or special meeting of the Board by telephone conference call, video conference, fiber optics, or similar communication equipment by means of which all Persons participating in the meeting can hear each other at the same time, and those directors so participating shall be deemed present at such meeting. Any such meeting at which a quorum participates shall constitute a meeting of the Board.

C. Powers and Duties.

3.17 Statement of Operational Policy. In the interest of efficient operation, it shall be the policy of the Association that the Board refrain from unreasonably interfering with the performance of delegated functions by the management agent, if any, or other entities to which authority and responsibility have been validly delegated. In the performance of its duties and responsibilities, the Board shall act as a unified body, and no individual member of the Board shall be authorized to speak or act on behalf of the Board unless specifically authorized to do so in writing by the Board.

3.18 Powers. The Board shall have such powers as are necessary and appropriate for the management of the Association's affairs and for ensuring that the duties and responsibilities of the Association, as set forth in the Governing Documents and as provided by law, are fulfilled. The Board may do or cause to be done all acts and things that are not required by the Governing Documents or Nebraska law to be done and exercised exclusively by Declarant or the membership generally. The Board may delegate powers to committees, officers, a management agent or agents, or employees of the Association and, if so delegated, such powers may be exercised without unreasonable interference by the Board.

3.19 Duties. The duties of the Board shall include:

(a) adopting annual budgets, which establish each Owner's share of the Common Expenses;

(b) levying assessments against the Members to fund the Common Expenses and for other purposes as set forth in the Governing Documents, and establishing policies governing collection of assessments;

(c) establishing policies for the operation, care, upkeep, and maintenance of the Area of Common Responsibility and ensuring that such policies are carried forth;

(d) approving a bank depository to receive funds on behalf of the Association and directing that all such funds be so deposited and applied towards the operation of the Association; provided, any reserve fund may be deposited, in the directors' business judgment, in depositories other than banks;

(e) adopting rules and regulations, and amendments thereto, and approving sanctions for infractions thereof;

(f) opening bank accounts on behalf of the Association and designating the signatories required;

(g) establishing policies and guidelines by which the Association shall make or contract for the making of repairs, additions, and improvements to or alterations of the Area of Common Responsibility in accordance with the Declaration and these By-Laws;

(h) enforcing the provisions of the Governing Documents and other rules adopted by the Board and bringing any proceedings that may be instituted on behalf

of or against the Members concerning the Association;

(i) ensuring that property, liability, and commercial crime insurance are carried by the Association, as required in the Declaration; that the cost thereof is paid; and that claims are filed and adjusted as appropriate;

(j) providing for the payment of all taxes and/or assessments that are or could become a lien on the Common Area or any portion thereof;

(k) providing for the payment of the cost of all services rendered to the Association or its Members and not chargeable directly to specific Members;

(l) ensuring that books with detailed accounts of the receipts and expenditures are kept on behalf of the Association and are made available to any prospective purchaser of a Lot, any Owner, and the holders, insurers, and guarantors of any mortgage on any Lot;

(m) making available to any prospective purchaser of a Lot, any Owner, and the holders, insurers, and guarantors of any mortgage on any Lot, current copies of the Governing Documents, rules, and all other books, records, and financial statements of the Association;

(n) establishing policies and guidelines under which utility suppliers are permitted to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Project; and

(o) indemnifying any current or former director, officer, or committee member of the Association to the extent such indemnity is permitted or required by Nebraska law and the Governing Documents.

3.20 Right of Class "B" Member to Disapprove Actions.

(a) So long as the Class "B" membership exists, the Class "B" Member shall have the right to disapprove any action, policy, or program of the Association, the Association's officers, the Board, and any committee that, in the judgment of the Class "B" Member, would tend to impair the rights of the Declarant or Designated Builders under the Declaration or these By-Laws; interfere with development, construction, or marketing of any portion of the Project; or diminish the level of services being provided by the Association. This right to disapprove is in addition to, and not in lieu of, any right of Declarant to approve or disapprove specific actions of the Association, the officers of the Association, the Board, or any committee.

(b) The Class "B" Member shall be given prior written notice of all meetings and proposed actions to be approved at meetings (or by written consent in lieu of a meeting) of the Members, the Board, or any committee thereof. Such notice shall be given by Certified Mail, Return Receipt Requested, or by personal delivery to the principal address of the Class "B" Member or such other address as registered with the Association. The notice shall specify the time and place of the meeting and shall set forth with reasonable particularity the agenda for such

meeting.

(c) The Class "B" Member shall be given the opportunity at any such meeting to, from the floor, join in or have its representatives or agents join in discussion of any prospective action, policy, or program that would be subject to the right of disapproval set forth herein. The Class "B" Member, or its representatives or agents, may make its concerns, thoughts, and suggestions known to the Members, the Board, and/or the members of the subject committee.

(d) No action, policy, or program subject to the right of disapproval set forth herein shall become effective or be implemented until and unless the requirements of subsections (a) and (b) above have been meet and the Class "B" Member has not disapproved the action, policy, or program prior to expiration of the time period set forth in subsection (e) below.

(e) The Class "B" Member may exercise its right to disapprove at any time within ten (10) days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting or action taken by an officer without a meeting, at any time within ten (10) days following receipt of written notice of the action. This right to disapprove may be used to block proposed actions, but shall not extend to the requiring of any action or counteraction on behalf of any committee, the Board, or the Association unless such action or counteraction countermands an action, policy, or program that was not properly noticed and implemented in accordance with these By-Laws. The Class "B" Member shall not use its right to disapprove to reduce the level of services that the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

3.21 Management.

(a) The Association may employ a professional management agent (or agents), at a compensation established by the Board, to perform such duties and services as the Board shall authorize. The Board shall delegate to the management agent such powers as are necessary to perform its assigned duties; however, the Board may not delegate policymaking authority. Subject to the Board's responsibility to ensure compliance with policies established by the Board, upon delegation of powers to a management agent, the Board shall not unreasonably interfere with the day-to-day management of Association affairs by the management agent.

(b) Declarant, or its affiliate or successor, may be employed as a management agent. The Board may designate one of the directors to be responsible for communications with the management agent between meetings of the Board; provided, such individual shall not have independent authority to supervise, direct, or interfere with the activities of such management agent.

(c) During the Declarant Control Period, at the request of the Declarant, the management agent shall be terminated by the Association in accordance with the management agreement. In addition, except where the management agent is

the Declarant or Declarant's affiliate or successor, the management agent may be terminated at any time by the Association in accordance with the management agreement, if such termination is approved by majority vote of the Board and majority vote of the Class "A" Members present in person (or by proxy if permitted by Declarant pursuant to Section 2.9) at a special meeting called for that purpose; provided that any such special meeting shall be called by a majority vote of the Board in favor of termination.

3.22 Accounts and Reports. The following management standards of performance shall be followed unless the Board, by resolution, specifically determines otherwise:

(a) Accrual accounting, as defined by generally-accepted accounting principles, shall be employed.

(b) Accounting and controls over financial reports and safeguarding of assets should be consistent with the criteria for effective internal controls.

(c) Cash accounts of the Association shall not be commingled with any other accounts.

(d) No remuneration shall be accepted by the management agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise, and anything of value received shall benefit the Association.

(e) Any financial or other interest that the management agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board.

(f) The following financial and related information shall be regularly prepared and made reasonably available for examination by all Members:

(i) A capital expenditures budget and a Common Expense budget (which includes the budget for each of the Common Areas, if any) for each fiscal year of the Association. The budgets shall be made available for examination in the manner provided in the Declaration.

(ii) An annual report ("Financial Statement") in accordance with generally-accepted accounting principles. Within 120 days after the close of the Association's fiscal year, the Association shall provide to all Members a summary of the Financial Statement or a written notice that a copy of the Financial Statement is available at the business office of the Association. If requested, one copy of the Financial Statement may be distributed personally, by mail, or such other manner as is reasonably designed to provide delivery to a Member, without charge. The Financial Statement shall be prepared on a reviewed or compiled basis, as the Board determines, and shall consist of a balance sheet as of the end of the fiscal year and an income statement for the fiscal year.

(iii) The following shall be done at least semi-annually: (A) a current reconciliation of the Association's operating accounts; (B) a current reconciliation of the Association's reserve accounts; (C) a review of the current year's actual reserves, revenues, and expenses compared to the current year's Budget; and (D) a review of the delinquency report listing all Members who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such delinquent assessments.

3.23 Borrowing. The Association, acting through its Board, shall have the power to borrow money for any legal purpose; provided that the Board shall obtain the approval by vote or written consent of a majority of the total votes of the Class "A" Members and the Class "B" Member, if any, if the proposed borrowing is for the purpose of making discretionary capital improvements or purchasing additional capital assets and the total amount of such borrowing together with all other debt incurred within the previous 12-month period exceeds or would exceed 10% of the budgeted gross expenses of the Association for that fiscal year. During the Declarant Control Period, no mortgage lien shall be placed on any portion of the Common Area without the affirmative vote or written consent of Owners holding at least 75% of the votes in the Association.

3.24 Right to Contract. Subject to applicable law relating to Member, officer, and director conflicts of interest, the Association shall have the right to contract with any Person for the performance of various duties and functions.

3.25 Enforcement.

(a) Notice. Prior to impositions of any sanction provided in the Declaration, other than self-help or suit to enjoin any violation of the Governing Documents or other rules and regulations of the Association and/or to recover monetary damages, the alleged violator shall be served with written notice setting forth (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a statement that the alleged violator may present a written request for a hearing to the Secretary within 15 days of delivery of the notice, and (iv) a statement that the proposed sanction shall be imposed unless a request for a hearing is received by the Secretary within such time period. Proof of proper notice shall be placed in the Association's corporate records. Proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is so entered. The notice requirement shall be deemed satisfied if the alleged violator requests a hearing. If a timely request for a hearing is not received by the Secretary, the sanction stated in the notice shall be imposed; however, any proposed sanction may be suspended if the violation is cured or if a cure is diligently commenced within the 15-day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

(b) Hearing. If a hearing is requested within the allotted 15-day period, the hearing shall be held before the Board in closed session to the extent permitted by law or before a committee created by the Board for that purpose. The alleged violator shall be afforded a reasonable opportunity to be heard. A written statement of the results of the hearing and the sanction, if any, imposed shall be recorded in the corporate records.

(c) Appeal. If a hearing is held before a committee created by the Board for that purpose, the violator shall have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the Secretary or designee within 15 days after the hearing date.

(d) Additional Enforcement Rights. Notwithstanding anything to the contrary in this Section, the Board may elect to enforce any provision of the Governing Documents by self-help or abatement (specifically including towing vehicles that violate parking rules) or, following compliance with the dispute resolution procedures set forth in the Declaration, if applicable, by suit at law or in equity to enjoin any violation or to recover monetary damages or both, without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or Resident responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred. Any entry onto a Lot for purposes of exercising this power of self-help shall not be deemed as trespass.

3.26 Board Standards. In performing his or her duties, each director and officer shall act in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the director or officer reasonably believes to be in the best interest of the Association. A director or officer acting in accordance with such standards acts in accordance with the business judgment rule and shall be insulated from personal liability as provided under Nebraska law and as otherwise provided by the Governing Documents. Board determinations of the meaning, scope, and application of the Governing Document provisions shall be upheld and enforced so long as such determinations are reasonable. The Board shall exercise its power in a fair and nondiscriminatory manner and shall adhere to the procedures established in the Governing Documents.

ARTICLE IV

Officers

4.1 Officers. The Association's officers shall be a President, Vice President, Secretary, and Treasurer. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed by the Board. Any two or more offices may be held by the same person, except the offices of President and Secretary.

4.2 Election and Term of Office. The officers of the Association shall be elected by the Board at an organizational meeting of the Board taking place pursuant to Section 3.7. Each officer shall serve a one-year term, which shall automatically renew unless at least two-thirds of the directors vote not to renew.

4.3 Removal and Vacancies. Any officer may be removed by a vote of the majority of the directors. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

4.4 Powers and Duties. The officers of the Association shall each have such powers and duties as may specifically be conferred or imposed by the Board; however, the Board may not confer or impose powers or duties that may not otherwise be exercised by the Board. In the

exercise of delegated responsibilities, officers shall not directly or unreasonably interfere with the day-to-day operations of the Association's management agent, if any, or such Persons designated or employed by the Board to perform management functions. By way of example, and not limitation, the officers shall have the following powers and duties:

(a) President. The President shall be the chief executive officer of the Association and shall exercise general supervision and direction of the affairs of the Association. The President shall have the authority to directly administer all matters not expressly delegated or assigned to a management agent or others.

(b) Vice President. The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

(c) Secretary. The Secretary shall be responsible for ensuring that the minutes of all meetings of the Members, the Board, and the committees of the Board are kept and shall have charge of such books and papers as the Board may direct. In the Secretary's absence, any officer directed by the Board shall perform all duties incident to the office of secretary.

(d) Treasurer. The Treasurer shall be responsible for ensuring that the Budget is prepared, pursuant to the Declaration and these By-Laws, by the management agent or such Persons retained by the Board to perform management functions.

4.5 Resignation. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.6 Agreements, Contracts, Deeds, Leases, Checks, and Instruments. All agreements, contracts, deeds, leases, checks, and other instruments of the Association (other than for the withdrawal of reserve funds) shall be executed by at least two officers or by such other Persons as may be designated by resolution of the Board. For the withdrawal of reserve funds, the Board shall require signatures of either (a) two directors or (b) one director and one officer of the Association who is not also a director. For purposes of this Section, "reserve funds" means monies the Board has identified in the budget for use to defray the future repair or replacement of those replaceable assets that the Association is obligated to maintain and for use in making additional capital improvements and purchasing additional capital assets.

4.7 Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under Section 3.12.

ARTICLE V

Miscellaneous

5.1 Fiscal Year. The fiscal year of the Association shall begin on January 1 and end on December 31, unless otherwise established by Board resolution.

5.2 Parliamentary Rules. Except as may be modified by Board resolution, *Robert's Rules of Order* (current edition) shall govern the conduct of Association proceedings when not in conflict with Nebraska law.

5.3 Conflicts. If there are conflicts between the provisions of Nebraska law, the Declaration, the Articles, and these By-Laws, then the provisions of Nebraska law, the Declaration, the Articles, and the By-Laws (in that order) shall prevail.

5.4 Books and Records.

(a) Inspection by Members and Mortgagees. Subject to the exceptions set forth below, the Board shall make available for inspection and copying by any Member; any holder, insurer, or guarantor of a First Mortgage on a Lot; or the duly-authorized agent of any of the foregoing, at any reasonable time and for a purpose reasonably related to his or her interest in a Lot, the Governing Documents and any amendments thereto, the membership register, all financial records of the Association, and the minutes of meetings of the Members, the Board, and committees. The Board shall provide for such inspection to take place at the office of the Association or at such other place as the Board shall designate.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to notice to be given to the custodian of the records, hours and days of the week when such an inspection may be made, and payment of the cost of reproducing and delivering copies of requested documents.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the expense of the Association in furtherance of such director's duties to the Association.

(d) Exceptions to Inspection Requirement. Notwithstanding any provision to the contrary in the Governing Documents, the Board shall not be required to make available for inspection any portion of any book or record that relates to any of the following:

(i) personnel matters or a Person's medical records;

(ii) communication between the Association and any attorney for the Association;

(iii) pending or contemplated litigation;

(iv) pending or contemplated matters relating to enforcement of the Governing Documents; or

(v) meeting minutes or other records of a session of a Board or Member meeting that is not required by law to be open to all Members.

In addition, the Board shall not be required to disclose or make available for inspection any financial or other records of the Association if disclosure would violate local, state, or federal law.

5.5 Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications shall be in writing and shall be sent as follows:

(a) if to a Class "A" Member, to the address that the Member has registered with the Association pursuant to Section 5.2 of the Declaration or, if no such address has been registered, to the address of the Lot or Residence of such Member;

(b) if to the Association, the Board, any officer of the Association, or the management agent, to the principal office of the Association or the management agent, if any, or to such other address as shall be designated by notice in writing to the Members pursuant to this Section; or

(c) if to Declarant or Class "B" Member, to the principal office of the Declarant or Class "B" Member or to such other address as registered with the Association.

All such notices shall for all purposes be deemed delivered and received (i) upon personal delivery to the party or address specified above or (ii) on the third day after being deposited in the United States mail, postage prepaid and properly addressed.

5.6 Indemnification. Subject to any limitations imposed by applicable law, the Association, as a Common Expense, shall indemnify every past and present officer, director, and committee member against all damages and expenses, including attorney fees reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member of the Board. The current and former officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The current and former officers, directors, and committee members shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association. The Association shall indemnify and forever hold each such officer, director, and committee member harmless from any and all liability to others on account of any such contract, commitment, or action. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any current or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation. The indemnification obligations contained herein are in addition to, and not in lieu of, any other indemnification obligations set forth in the Governing Documents.

5.7 Amendment.

(a) By Class "B" Member. The Class "B" Member may unilaterally amend these By-Laws if such amendment is (i) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) necessary to enable any reputable title insurance

company to issue title insurance coverage on the Lots; (iii) required by an institutional or governmental lender or purchaser of mortgage loans to enable such lender or purchaser to make or purchase mortgage loans on the Lots; (iv) necessary to enable any governmental agency or reputable private insurance company to guarantee or insure mortgage loans on the Lots; or (v) otherwise necessary to satisfy the requirements of any governmental agency. However, any such amendment shall not adversely affect the title to any Lot unless the affected Owner shall consent thereto in writing. In addition, until conveyance of the first Lot by Declarant to a Person other than a Designated Builder, the Class "B" Member may unilaterally amend these By-Laws for purposes in addition to those specified above, provided that the amendment has no material adverse effect upon the right of any Owner.

(b) By Members. Except as provided in subsection (a) above, these By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing at least 51% of the Class "A" votes in the Association, and the consent of the Class "B" Member, if any. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(c) Effective Date of Amendments. Amendments to these By-Laws shall become effective upon execution by the Class "B" Member, if applicable, and by the Association, if applicable, in the manner provided in these By-Laws, unless a later date is specified in the amendment.

(d) Validity of Amendments. Any procedural challenge to an amendment must be made within three (3) months of the effective date of such amendment, or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these By-Laws. If a Member consents to any amendment to the Declaration or these By-Laws, it will be conclusively presumed that such Member has the authority to do so, and no contrary provision in any mortgage or contract between the Member and a third party will affect the validity of such amendment.

(e) Right of Declarant. Notwithstanding any provision herein to the contrary, no amendment may remove, revoke, or modify any right or privilege of the Declarant or Class "B" Member without the written consent of the Declarant or the assignee of such right or privilege for as long as Declarant owns any property described in the Declaration or any Additional Property that becomes subject to the Declaration.

5.8 Membership Book. The Board shall keep and maintain at the Association's principal office of business a book containing each Member's name and address. Termination or transfer of membership shall be recorded in the book, together with the date on which such ownership was transferred.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly-elected and acting Secretary of Copper Creek Rodney Leon Community Association, Inc.; and

That the foregoing By-Laws constitute the original by-laws of said Association, as duly adopted at a meeting of the Board thereof held on the 26th day of June, 2021.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 26th day of June, 2021.

Raymond J. O'Connor, Secretary

EXHIBIT A

COMPOSITION OF BOARD OF COPPER CREEK RODNEY LEON COMMUNITY ASSOCIATION, INC.

Initial	25% of Lots owned by Class "A" Members	50% of Lots owned by Class "A" Members	Termination of Declarant Control Period
Class "B" Appointee	Class "A" Director	Class "A" Director	Class "A" Director
Class "B" Appointee	Class "B" Appointee	Class "A" Director	Class "A" Director
Class "B" Appointee	Class "B" Appointee	Class "B" Appointee	Class "A" Director
		Class "B" Appointee	Class "A" Director
		Class "B" Appointee	Class "A" Director