

**BUILDER EXPRESS LIMITED WARRANTY AND PERFORMANCE STANDARDS  
HOMEOWNER ACKNOWLEDGEMENT**

**-and-**

**ADDENDUM TO EARNEST MONEY CONTRACT**

The undersigned hereby acknowledge and agree as follows:

1. The Homeowner has received a copy of the Builder's Express Limited Warranty and Performance Standards (the "Warranty"). Homeowner further acknowledges that Homeowner has been afforded the opportunity to read, review and ask questions of the Builder about the scope of the Warranty. Homeowner understands the Warranty is issued on (A) for homes built on the Builder's lot, the day of closing when title is transferred or (B) for homes built on the Homeowner's lot, the day when the Homeowner receives keys to the home.
2. The undersigned parties acknowledge that both the Builder and the Homeowner have responsibilities under the Warranty. The Homeowner shall be responsible for the proper care and maintenance of the residence (including the level or grade of the soil around the residence to ensure proper drainage) and Homeowner acknowledges failure to discharge these homeowner responsibilities may reduce or eliminate the Builder's repair/replacement/payment options and obligations under the Warranty. The Builder is responsible for performing any repair/replacement/payment activities on those systems or parts of the residence that do not perform in accordance with the performance standards set forth in the Warranty. **The Warranty is not an insured warranty** and the Builder shall remain the sole party liable and responsible to the Homeowner for compliance with the terms of the Warranty.
3. The undersigned parties acknowledge the Warranty provides for an alternative dispute resolution procedure for any and all disagreements or misunderstandings that may arise between the Homeowner and the Builder relating to or otherwise involving the Warranty, the construction of the home, the condition of the home or any other matter between the parties ("Disputes"). As provided in the Warranty, Disputes will be submitted to binding arbitration for administration and resolution. The undersigned parties further acknowledge THE ALTERNATIVE DISPUTE RESOLUTION PROCEDURES SET FORTH IN THE WARRANTY CONTEMPLATE AMICABLE, GOOD FAITH EFFORTS TO RESOLVE ANY DISPUTE, BUT THAT ANY DISPUTE NOT SO SETTLED WILL BE DECIDED PURSUANT TO BINDING ARBITRATION. The Homeowner understands and acknowledges THERE IS NO RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM OR DISPUTE SUBJECT TO ARBITRATION.
4. THE EARNEST MONEY CONTRACT, THIS ADDENDUM AND THE WARRANTY BETWEEN THE PARTIES (THE "AGREEMENTS") ARE SUBJECT TO CHAPTER 27 OF THE TEXAS PROPERTY CODE. THE PROVISIONS OF THAT CHAPTER MAY AFFECT THE RIGHT TO RECOVER DAMAGES ARISING FROM THE

PERFORMANCE OF THE AGREEMENTS. IF THE HOMEOWNER HAS A COMPLAINT CONCERNING A CONSTRUCTION DEFECT ARISING FROM THE PERFORMANCE OF THE AGREEMENTS AND THAT DEFECT HAS NOT BEEN CORRECTED THROUGH NORMAL WARRANTY SERVICE, THE HOMEOWNER MUST PROVIDE NOTICE TO THE BUILDER AS REQUIRED BY CHAPTER 27 OF THE TEXAS PROPERTY CODE REGARDING THE DEFECT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, NO LATER THAN THE 60TH DAY BEFORE THE DATE ANY LAWSUIT MAY BE FILED TO RECOVER DAMAGES IN A COURT OF LAW OR THE INITIATION OF ARBITRATION. THE NOTICE MUST REFER TO CHAPTER 27 OF THE TEXAS PROPERTY CODE AND MUST DESCRIBE THE CONSTRUCTION DEFECT. IF REQUESTED BY THE BUILDER, HOMEOWNER MUST PROVIDE THE BUILDER AN OPPORTUNITY TO INSPECT AND CURE THE DEFECT AS PROVIDED IN SECTION 27.004 OF THE TEXAS PROPERTY CODE.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**HOMEOWNER(S)**

By: \_\_\_\_\_

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

By: \_\_\_\_\_

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

Address for Notice Purposes:

\_\_\_\_\_  
\_\_\_\_\_

**BUILDER**

a Texas Limited Partnership

By:

a Texas corporation  
its General Partner

By: \_\_\_\_\_

Authorized Agent for the Builder

Address for Notice Purposes:

\_\_\_\_\_  
\_\_\_\_\_