



SELLER DISCLOSURE OF PROPERTY CONDITION

(To be delivered prior to buyer making Offer to Buy Real Estate)



Property Owner(s) & Address:

Alyssa Johnston- 1415 Fairview Drive, Dallas Center, IA 50063

Purpose of Disclosure: Completion of Section I this form is required under Chapter 558A of the Iowa code which mandates the Seller(s) disclose condition and information about the property, unless exempt.

Exempt Properties: Properties exempted from the Seller's disclosure requirement include (IA Code 558A): Bare ground; property containing 5 or more dwellings units; court ordered transfers; transfers by a power of attorney; foreclosures; lenders selling foreclosed properties; transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust. This exemption shall not apply to a transfer of real estate in which the fiduciary is a living natural person and was an occupant in possession of the real estate at any time within the twelve consecutive months immediately preceding the date of transfer; between joint tenants, or tenants in common; to or from any governmental division; quit claim deeds; intra family transfers; between divorcing spouses; commercial or agricultural property which has no dwellings. Seller(s) certifies that the property is exempt from the requirement(s) of Iowa Code 558A because one of the above exemptions apply.

If claiming an exemption, sign here and stop

Seller	Date	Seller	Date
Buyer	Date	Buyer	Date

Instructions to the Seller: (1) Complete this form yourself. (2) Report known conditions materially affecting the property and utilize ordinary care in obtaining the information. (3) Provide information in good faith and make a reasonable effort to ascertain the required information. (4) Additional pages or reports may be attached. (5) If some items do not apply to your property, write "NA" (not applicable). (6) All approximations must be identified "AP". If you do not know the facts, write or check UNKNOWN. (7) Keep a copy of this statement.

Seller's Disclosure Statement: Seller discloses the following information regarding the property and certifies this information is true and accurate to the best of my/our knowledge as of the date signed. Seller authorizes Agent to provide a copy of this statement to any person or entity in connection with actual or anticipated sale of the property or as otherwise provided by law. This statement shall not be a warranty of any kind by Seller or Seller's Agent and shall not be intended as a substitute for any inspection or warranty the purchaser may wish to obtain. The following are representations made by Seller and are not by any Agent acting on behalf of the Seller. **The Agent has no independent knowledge of the condition of the property except that which is written on this form. Seller advises Buyer to obtain independent inspections relevant to Buyer.**

Seller initials Buyer initials

I. Property Conditions, Improvements and Additional Information: (Section I is Mandatory)

EACH AND EVERY LINE MUST BE ADDRESSED AND MARKED

1. **Basement/Foundation:** Has there been known water or other problems? Yes ☐ No ☒ Unknown ☐

1A. If yes, please explain: _____

2. **Roof:** Any known problems? Yes ☐ No ☒ Unknown ☐

2A. Type _____

2B. Date of repairs/replacement (If any) _____

Describe: _____

3. **Well and pump:** Any known problems? Yes ☐ No ☒ Unknown ☐

3A. Type of well (depth/diameter), age and date of repair: _____

3B. Has the water been tested? Yes ☐ No ☒ Unknown ☐

3C. If yes, date of last report/results: _____

4. **Septic tanks/drain fields:** Any known problems? Yes ☐ No ☒ Unknown ☐

Location of tank _____ Age _____ Unknown ☐

Has the system been pumped and inspected within the last 2 years?

Yes ☐ No ☒ Unknown ☐

Date of inspection _____ Date tank last cleaned/pumped _____ N/A ☐

5. **Sewer:** Any known problems? Yes ☐ No ☒ Unknown ☐

5A. Any known repairs/replacement? Yes ☐ No ☒ Unknown ☐

5B. Date of repairs _____

6. **Heating system(s):** Any known problems? Yes ☐ No ☒

6A. Any known repairs/replacement? Yes ☐ No ☒

6B. Date of repairs _____

7. **Central Cooling system(s):** Any known problems? Yes ☐ No ☒

7A. Any known repairs/replacement? Yes ☐ No ☒

7B. Date of repairs _____

8. **Plumbing system(s):** Any known problems? Yes ☐ No ☒

8A. Any known repairs/replacement? Yes ☐ No ☒

8B. Date of repairs _____

9. **Electrical system(s):** Any known problems? Yes ☐ No ☒

9A. Any known repairs/replacement? Yes ☐ No ☒

9B. Date of repairs _____

10. **Pest Infestation:** (wood-destroying insects, bats, snakes, rodents, destructive/troublesome animals, etc.)

10A. Any known problems? Yes ☐ No ☒ Unknown ☐

Date of treatment _____

10B. Previous Infestation/Structural Damage? Yes ☐ No ☒ Unknown ☐

Date of repairs _____

11. **Asbestos:** Is asbestos present in any form in the property? Yes ☐ No ☒ Unknown ☐

11A. If yes, explain: _____

12. **Radon:** Any known tests for the presence of radon gas? Yes ☐ No ☒

12A. If yes, test results? _____ Date of last report _____

13. **Lead Based Paint:** Known to be present or has the property been tested for the presence of lead based paint?

Yes ☐ No ☒ Unknown ☐

13A. Provide lead based paint disclosure.

14. **Any known encroachments, easements, "common areas"** (facilities like pools, tennis courts, walkways or other areas co-owned with others), zoning matters, nonconforming uses, or a Homeowners Association which has any authority over the property? Yes ☐ No ☒ Unknown ☐

features of the property known to be shared in common with adjoining landowners, such as walls, fences, roads and driveways whose use or maintenance responsibility may have an effect on the property?
 Yes ☒ No ☐ Unknown ☐

16. Structural Damage: Any known structural damage? Yes ☐ No ☒ Unknown ☐

17. Physical Problems: Any known settling, flooding, drainage or grading problems? Yes ☐ No ☒ Unknown ☐

18. Is the property located in a flood plain? Yes ☐ No ☒ Unknown ☐

18A. If yes, flood plain designation _____

19. Do you know the zoning classification of this property? Yes ☐ No ☒ Unknown ☐

What is the zoning? _____

20. Covenants: Is the property subject to restrictive covenants? Yes ☒ No ☐ Unknown ☐

If yes, attach a copy OR state where a true, current copy of the covenants can be obtained:

☒ On file at County Recorder's office or: _____

You **MUST** explain any "Yes" responses above (Attach additional sheets if necessary): Shared wall

* fence with neighbor.

Seller initials

Buyer initials

II. Appliances/Systems/Services (Note: Section II is for the convenience of Buyer/Seller and is not mandatory):

Notice: Items marked "included" are intended to remain with the property after sale. However, included items may be negotiable between Buyer and Seller, and requested items should be in writing as either included or excluded in any Offer to Buy/Purchase Agreement. The Offer to Buy/Purchase Agreement shall be the final terms of any agreement.

	Included	Working?	Yes	No	OR
					N/A
Range/Oven	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dishwasher	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Refrigerator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hood/Fan	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disposal	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TV receiving	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Equipment	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sump Pump	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alarm System	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Central AC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Window AC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Central Vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Gas Grill	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Attic Fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Intercom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Microwave	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trash Compactor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ceiling Fan	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water Softener/	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Conditioner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
LP Tanks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Keys & Locks	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Swing Set	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Basketball Hoop	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Boat Hoist	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Pet Collars	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Garage door opener	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

of collars _____

of remotes _____

	Included	Working?	Yes	No	OR
					N/A
Lawn Sprinkler System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Solar Heating System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Pool Heater, Wall	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
liner & equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Well & Pump	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Smoke Alarm	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Septic Tank &	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Drain field	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
City Water System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
City Sewer System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Plumbing System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Central Heating System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Water Heater	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Windows	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fireplace/Chimney	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wood Burning System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Furnace Humidifier	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sauna/Hot tub	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Locks and Keys	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Dryer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Washer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Storage Shed	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Underground	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
"Pet fence"	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Boat Dock	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Exceptions/Explanations for "NO" responses above: _____

ALL HOUSEHOLD APPLIANCES ARE NOT UNDER WARRANTY BEYOND DATE OF CLOSING.
 Warranties may be available for purchase from independent warranty companies.

Seller initials HS ☐ Buyer initials ☐ ☐

III. Additional Non-Mandatory Requested Items: Are you as the Seller aware of any of the following:

1. Any significant structural modification or alteration to property? Yes ☐ No ☒ Unknown ☐ Please explain: _____
2. Has there been a property/casualty loss over \$5,000, an insurance claim over \$5,000, OR major damage to the property from fire, wind, hail, flood(s) or other conditions? Yes ☐ No ☒ Unknown ☐ If yes, has the damage been repaired/replaced? Yes ☐ No ☐
3. Are there any known current, preliminary, proposed or future assessments by any governing body or owner's association of which you have knowledge? Yes ☐ No ☒ Unknown ☐
4. Mold: Does property contain toxic mold that adversely affects the property or occupants? Yes ☐ No ☒ Unknown ☐
5. Private burial grounds: Does property contain any private burial ground? Yes ☐ No ☒ Unknown ☐
6. Neighborhood or Stigmatizing conditions or problems affecting this property? Yes ☐ No ☒ Unknown ☐
7. Energy Efficiency Testing: Has the property been tested for energy efficiency? Yes ☐ No ☒ Unknown ☐ If yes, what were the test results? _____
8. Attic Insulation: Type _____ Unknown ☒ Amount _____ Unknown ☐
9. Are you aware of any area environmental concerns? Yes ☐ No ☒ Unknown ☐ If yes, please explain: _____
10. Are you related to the listing agent? Yes ☐ No ☒ If yes, how? _____
11. Where survey of property may be found: Unknown
12. Wind Farms: Is the subject property encumbered by certain Wind Energy rights? Yes ☐ No ☒ If yes, rights by: Lease ☐ , Easement ☐ , Other ☐ Define Other: _____
 Wind Farm Company, Owner: _____

If the answer to any item is yes, please explain. Attach additional sheets, if necessary: _____

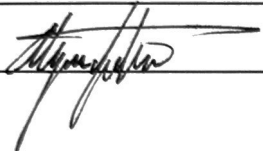
Repairs: Any repair(s) to property not so noted: (Date of repairs, Name of repair company if utilized.) (Note: Repairs are not normal maintenance items) (Attach additional sheets, if necessary)

March 2023, Painted accent wall in master bedroom. While building, upgraded to LVP flooring throughout the house. Upgraded all fixtures/lighting at time of sale.

IV. Radon Fact Sheet & Form Acknowledgement

Seller acknowledges that Buyer be provided with and the Buyer acknowledges receipt of the "Iowa Radon Home-Buyers and Sellers Fact Sheet", prepared by the Iowa Department of Public Health.

Seller



Seller

Date 11/06/2024

Seller has owned the property since _____ (date). Seller has indicated above the history and condition of all the items based solely on the information known or reasonably available to the Seller(s). If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold Broker liable for any representations not directly made by Broker or Broker's affiliated licensees (brokers and salespersons). **Seller hereby acknowledges Seller has retained a copy of this statement.**

Buyer hereby acknowledges receipt of a copy of this statement. This statement is not intended to be a warranty or to substitute for any inspection the buyer(s) may wish to obtain.

Buyer

Buyer

Date _____



Destiny Walker-Woods <listings@charklisares.com>

MidAmerican Energy - Requested Energy Cost

1 message

MidAmerican Energy Company <customerselfservice@midamerican.com>

Mon, Oct 7, 2024 at 12:56 PM

To: char@charklisares.com



Monthly Energy Cost

Effective Date:	10/07/2024		
Address:	1415 FAIR-VIEW DR		
Meter Information:	Gas	On	
	Electric	On	
Average Energy Cost:	\$108.00		

The average monthly energy cost provided is based on 24 months of prior usage for the meters shown above. Actual monthly costs will vary based on a number of circumstances, such as occupancy, usage habits and changes in appliances and other household equipment.

Thank you,
MidAmerican Energy Company

 888-427-5632



Please do not reply directly to this email.

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THIS DOCUMENT PREPARED BY AND
AFTER RECORDING RETURN TO: Brent R. Zimmerman, 4940 Pleasant Street, West Des Moines, IA 50266.

**DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS
AND RESTRICTIONS FOR LYN CREST ESTATES PLAT 5**

THIS DECLARATION (The Declaration) is made on this 5 day of December, 2018, by Mitchell Land Development, LLC, an Iowa limited liability company (the "Declarant").

WHEREAS, Declarant is the owner of certain property legally described as:

Lots 1A, 1B, 2A, 2B, 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 7A, 7B, 8A, 8B, 9A and 9B in LYN CREST ESTATES PLAT 5, an Official Plat, now included in and forming a part of the City of Dallas Center, Dallas County, Iowa;

WHEREAS, Declarant is desirous of protecting the value and desirability of the Plat.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of the Plat and shall run with the land and shall be binding on all parties having any rights, title or interest therein or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

I. DEFINITIONS.

For the purpose of this Declaration, the following terms shall have the following definitions, except as otherwise specifically provided:

- 1.1 "Plat" shall mean and refer to the real property described as Lots 1A, 1B, 2A, 2B, 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 7A, 7B, 8A, 8B, 9A and 9B in LYN CREST ESTATES PLAT 5, an Official Plat, now included in and forming a part of the City of Dallas Center, Dallas County, Iowa.

- 1.2 “Declarant” shall mean and refer to Mitchell Land Development, LLC, an Iowa limited liability company, its successors or assigns.
- 1.3 “Lot” shall mean and refer to an individual parcel of land within the Plat upon which it is intended to erect so-called “twin homes”, (also known as “bi-attached homes”) each side of which is a single family residence.
- 1.4 “Building Lot” shall mean and refer to two Lots where there shall be one “twin home” constituting two single family residences constructed on each of the two lots mentioned above. The “twin homes” are to be constructed so that each unit constitutes a more or less continuous structure with “party walls” straddling the boundary lines and foundation between each residence.
- 1.5 “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the legal or equitable title to any Lot or Building Lot that is part of the Plat.
- 1.6 “Outbuilding” shall mean an enclosed, covered structure (other than a dwelling or the attached garage), such as a tool shed or garden house.
- 1.7 City. “City” shall mean and refer to the City of Dallas Center, Iowa.

II. DESIGNATION OF USE.

All Lots shall be known and described as residential lots and shall not be improved, used or occupied for other than private residential purposes. No full-time or part-time business or commercial activity may be conducted on any Lot or in any dwelling or structure constructed or maintained on any Lot except those activities permitted under the terms of the zoning ordinance of the City.

III. BUILDING TYPES.

- 3.1 No building or structure shall be constructed, altered, or maintained on any Building Lot other than “twin homes”, (also known as “bi-attached homes”) each side of which is a single family residence. There shall be one “twin home” constituting two single family residences constructed on each of the two lots mentioned above. The “twin homes” are to be constructed so that each unit constitutes a more or less continuous structure with “party walls” straddling the boundary lines and foundation between each residence.
- 3.2 No “twin Home” shall have a basement..
- 3.3 The construction of any building or structure on any Building Lot shall be performed utilizing then acceptable construction methods and procedures, including (but not limited to) on-site “stick-built” construction and/or panelized construction.
- 3.4 No building or structure of any kind shall be moved onto any Lot.

IV. PARTY WALLS.

- 4.1 The dividing walls which straddle the boundary line and foundation between residences shall at all times be considered a “party wall” and to the extent not inconsistent with the provisions of this Agreement, the same rules of law regarding “party walls” and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- 4.2 The cost of reasonable repair and maintenance to a “party wall” shall be shared by the owners who make use of the wall in proportion to such use.
- 4.3 If a “party wall” is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of installation thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any provisions of law regarding liability for negligent or willful acts or omissions.
- 4.4 Notwithstanding any other provision of this Agreement, any owner who is by his negligence or willful act causes the “party wall” to be exposed to the elements. Shall bear the whole cost of furnishing the necessary protection against such elements.
- 4.5 The right of any owner to contribution from any other owner under this Agreement shall be appurtenant to the land and shall pass to such owner’s successors in title.

V. ROOF AND EXTERIOR MAINTENANCE.

- 5.1 The owner or owners of each “twin home” shall be responsible for the maintenance, repair and replacement of that portion of the roof which is attached to said “twin home”. The cost of the repair and maintenance to said roof shall be shared by the owner who makes use of said roof in proportion of such use, and if said roof is destroyed or damaged in any way, any owner who has used the roof may restore it, and the other owner shall contribute to the construction and restoration thereof in proportion of use without prejudice, however, to the right to such owner or owners to call for larger contribution from the other under such provisions of law regarding liability for negligence or willful acts or omissions. Written consent from said owner or owners of the other side of said unit shall be obtained before any change by way of color, type or structure of said roof.
- 5.2 The owner or owners of each “twin home” shall be responsible for the exterior maintenance of said “twin home” and no changes in the exterior color, decorating or type of exterior construction shall be made unless written consent is obtained from the owner or owners of the other side; however, identical exterior building materials and colors to insure a uniform appearance of said structure shall be used.

- 5.3 In the event a "twin home" is removed or destroyed, the City may require the "twin home" unit be reproduced or reconstructed as before; however, the newly created lots (i.e. "parcels") may not otherwise be considered buildable lots unless the proposed construction meets the zoning setback and bulk requirements for the zoning district in which it is located.

VI. INSURANCE.

The owner or owners of each "twin home" shall have in force and effect, fire and extended coverage insurance from their unit in the amount of its replacement value, which insurance shall be written in a company approved by the Insurance Department of the State of Iowa, and shall, upon request of the other owner, make available a copy of his policy.

VII. GARAGES AND DRIVEWAY.

Each "twin home" shall have a two-car attached garage. There is a single Portland cement concrete driveway not less than 16 feet in width split down the middle for each of the aforementioned Lots and running from the city street to the garage. The cost of the repair and maintenance to said driveway shall be shared by the owner who makes use of said driveway in proportion of such use, and if said driveway is destroyed or damaged in any way, any owner who has used the driveway may restore it, and if the other owner thereafter makes use of the driveway, said owner shall contribute to the construction and restoration thereof in proportion of such use without prejudice, however, to the right to such owner or owners to call for larger contribution from the other under such provisions of law regarding liability for negligence or willful acts or omissions.

VIII. SIDEWALKS.

"It is the responsibility of each individual property owner within the subdivision, and not the subdivider, to construct sidewalks on the owner's property. Sidewalks shall be a minimum of four (4) feet in width and shall be constructed of Portland cement concrete in accordance with the designs and specifications approved by the Council, at grades approved by the City Engineer, and otherwise in compliance with all of the City's sidewalk requirements contained in the Code of Ordinances of the City of Dallas Center. The City will not issue a certificate of zoning compliance, and no structure may be occupied, until the sidewalk construction has been completed and approved by the building official. See Section 170.10(3) of the Code of Ordinances of the City of Dallas Center, as amended."

IX. TEMPORARY AND OTHER STRUCTURES; CERTAIN USES.

No temporary building or structure shall be built or maintained on any Lot. No camper, motor home, watercraft, trailer, tent, shack, garage, or Outbuilding shall be used at any time as a dwelling. No automobile, boat, camper and other recreational vehicle shall be stored behind the front setback line and shall be screened by a fence or wall from the street view and adjoining side lot view. Design shall be reviewed and approved by the City and the Declarant or its successors in interest. No automobile, boat, camper or other recreational vehicle shall be parked in the

viewable driveway or in the street for more than 24hours; provided that this restriction shall not apply to trucks, equipment or trailers used in connection with construction of or rebuilding of a dwelling on any Lot. At no time shall a vehicle or any mobile equipment be disassembled, repaired or serviced on any Lot, except inside a garage or dwelling.

X. FENCES.

No fences or other structures may be built or maintained within the front building setback areas as shown on the Plat as recorded and no fences shall be built or maintained in front of the front line of the residential dwelling extended to the side Lot lines. No fence shall obstruct any conservation district easement or drainage easement. The fence fabric or fence screening material shall be mounted on the exterior face of the fence posts or fence framing. No chain link fence, including chain link fence around a dog run, shall be permitted unless it is a black vinyl clad fence. All fences shall be kept in good repair and attractive appearance. No fences may be built or maintained on any Building Lot prior to the commencement of construction of the single family dwelling and issuance of an occupancy permit. Fencing shall be reviewed and approved by the Declarant or its successors in interest.

XI. TREES.

Each lot shall have one decorative tree on the lot. Said tree shall be of hardwood and 2" caliper, minimum.

XII. SODDING.

Within ninety (90) days of completion of a dwelling upon a Lot, all portions of the Lot shall be fully sodded on the front, sides and rear of the dwelling. If weather conditions make this requirement impossible to meet, Declarant shall establish a reasonable period of time for compliance.

XIII. EASEMENTS.

Easements for installation and maintenance of utilities, drainage facilities, conservancy districts and walkways are reserved as shown on the Plat as recorded. The Owner and/or occupant of each Lot, jointly and severally, shall at the expense of such Owner and/or occupant, maintain, keep, and preserve that portion of the easement within the Lot at all times in good repair and condition and shall neither erect nor permit erection of any building, structure or other improvement of any kind within the easement areas (except customary ground cover) which might interfere in any way with the use, maintenance, replacement, inspection or patrolling of any of the utility services and drainage facilities within such easement areas. Any berm and/or swale constructed for drainage purposes shall be preserved and maintained to accomplish the purposes for which it was constructed.

XIV. NUISANCES.

No noxious or offensive activity or odors shall be permitted on or to escape from any Lot, nor shall anything be done thereon which is or may become an annoyance or a nuisance, either temporarily or permanently.

XV. EROSION CONTROL AND STORM WATER DISCHARGE PERMITTING REQUIREMENT.

The Owner and/or occupant of each Lot, jointly and severally, whether vacant or improved, their agents, assigns, heirs and/or building contractors, shall take all necessary precautions to prevent, stabilize and control erosion within its Lot to prevent sediment migration and soil erosion from extending beyond the boundaries of the Lot. In the event of any occurrence of soil erosion, the Owner and/or occupant of the Lot shall, jointly and severally, promptly clean up all eroded sediment and restore all affected areas to their original condition.

Any construction or earth moving on any Lot shall be in compliance with all laws relating to storm water discharge permitting. The Owner shall be solely responsible for the Lot with respect to compliance with all terms, provisions and requirements of any NPDES Storm Water Discharge Permit No. 2 and any storm water pollution prevention plan which includes the Lot.

During the ownership of the Lot, Owner shall protect, defend, indemnify and hold the Declarant and other Owners harmless from any and all damages, claims, liabilities, fines, penalties, cleanup costs and/or attorneys and consultant fees caused by, or in any manner related to (i) any discharge of soil, silt, sediment, petroleum product, hazardous substances or solid waste from the Lot and/or (ii) any alleged violation of any NPDES or storm water discharge rule of regulation.

XVI. SIGNS.

No sign of any kind shall be placed, exposed to view or permitted to remain on any Lot or any street adjacent thereto, except what has been approved by the City.

Declarant reserves the right to install entrance and directional signs with respect to the Plat, at locations and of design determined by Declarant in a manner consistent with the ordinance of the City.

XVII. TRASH RECEPTACLES.

No trash receptacles or garbage cans shall be permitted on a Lot outside the dwelling, garage or Outbuilding unless hidden by an attractive screen of suitable height, or unless sunken to ground level in a hole lined with permanent cribbing. However, unscreened trash in proper containers and/or bags shall be allowed to be placed on a Lot outside a dwelling, garage or Outbuilding no earlier than twelve (12) hours prior to a scheduled pick up of such trash. Such unscreened trash containers must be returned to the screened area or underground location, or inside a dwelling, garage or Outbuilding, within twelve (12) hours following the scheduled pick up of such trash.

XVIII. UTILITIES.

All utility connection facilities and services shall be underground.

XIX. TOWERS AND ANTENNAS.

No exterior transmission tower, antenna or television transmission dish of any kind shall be constructed, installed, modified, or permitted on the ground, on dwellings, on the front ½ of the house, garages or on Outbuildings. Notwithstanding the foregoing, an exterior tower, antenna or receiver dish which is twenty-four (24) inches or less in diameter shall be permitted. No more than one (1) such exterior tower, antenna or receiver dish shall be permitted on each Lot. No more than one (1) penetration in the dwelling shall be permitted for the cable from such exterior tower, antenna or receiver dish. No other exterior towers or antenna shall be constructed, installed, modified or permitted on the ground, on the dwelling, on the garage or on the Outbuildings.

XX. MAINTENANCE.

The owner and/or persons in possession of each Lot, whether vacant or improved, shall keep the same free of rubbish, weeds, and debris, and failing this, agrees that after receipt of written notice given by certified mail by the Declarant or by any property owner owning property within 500 feet of such lot, those weeds shall be cut and such debris shall be removed within 15 days, failing which the Declarant or the property owner giving such notice, as the case may be, may enter upon the property to cut or cause to be cut such weeds, or to remove or cause to be removed such rubbish and/or debris, and shall have a right of action against the owner of such lot for collection of the cost thereof.

XXI. CERTAIN ANIMALS PROHIBITED.

No animals, livestock, pigs, snakes or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats and other common household pets may be kept so long as they are not kept, bred or maintained for commercial purposes. In no event, however, shall more than a total of two (2) dogs and/or cats be kept at any one Building Lot at any one time. Dogs must be either kept in the dwelling or in a shelter aesthetically compatible with the dwelling and surrounding areas, and dog runs, if any, must be located at the rear of the house or garage and extend toward the rear of the Lot from that portion of the house or garage which is closest to the rear Lot line. All pets must be leashed and under the control of its owner if not tied up or kept within a fenced yard or dog run pursuant to the ordinance of the City.

XXII. ACCESSORY STRUCTURES.

Playhouses, utility buildings, storage sheds or other similar structures shall be permitted; provided, however, that the exterior and the roof are constructed of the same material and have the same color and appearance as the residential dwelling on the same Lot and are located only in the rear of the home. Any trash receptacle, or tool shed, garden house or other Outbuilding of

like nature, shall be properly screened by a privacy fence and/or shrubbery. No above-ground or non-permanent swimming pools shall be permitted on any Lot. Swimming pools, tennis courts, Outbuildings and other accessory structures and improvements, including dog kennels and runs, shall not extend farther than the front line of the residential dwelling extended to the side Lot lines and shall not be located within twenty (20) feet of any side or rear Lot line; as the minimum distance established by the zoning ordinance of the City or the minimum distance as established in the Plat as recorded, whichever is the more restrictive. The City must have approved any such structure.

XXIII. SURFACE WATER.

The topography of the Plat is such that surface water may flow from certain Building Lots onto other Building Lots. In regard to all matters concerning surface water, each Building Lot shall be subject to and benefited by such easements as may exist from the flowage of surface water under the laws of the State of Iowa, as may be in effect from time to time; and all Owners shall have such rights and obligations with respect thereto as may be provided by such laws.

XXIV. MAILBOXES.

The Declarant will install neighborhood mailbox cluster units according to United States Postal Service regulations. The Owner and/or occupant of the Lot(s) on which a mailbox cluster unit is located shall be responsible for the removal of snow and ice which would obstruct access to the mailbox cluster units by the mail carrier and other Owners.

XXV. SECURITY LIGHTING.

Security or decorative lighting for driveways, parking and other areas shall be designed, located and directed in a manner which will avoid direct lighting onto adjoining Lots.

XXVI. ENFORCEMENT OF COVENANTS.

This Declaration shall be deemed to run with the land, and the Declarant or the Owner of any Lot may bring an action in any court of competent jurisdiction to enforce this Declaration to enjoin its violation or for damages for the breach thereof, or for any other remedy or combination or remedies recognized at law or in equity, and shall further be entitled to recover reasonable legal fees and costs if the Declarant or Owner prevails in any such action.

XXVII. AMENDMENTS TO COVENANTS.

This Declaration may be amended from time to time with the approval of the Owners. Such approval shall be given by the affirmative vote of not less than two-thirds (2/3) of the Owners. The Owner of each Lot (or the joint Owners of a single Lot in the aggregate) shall be entitled to cast one vote on account of each Lot owned. Provided, however, until the Declarant, or its assignee, has sold all of the Lots, it may make amendments or modifications of this Declaration without the consent of any other Owners or other party. Such amendments or modifications by

the Declarant shall be effective the date the amendment of modification has been filed with the Recorder.

XXVIII. PERIOD OF COVENANTS.

- 28.1. The easements granted herein shall be perpetual in nature. All covenants, conditions, restrictions and reservations created by this Declaration shall run with the land and shall be binding upon all parties claiming under them for the maximum period allowed by law, subject to the right of the Owner under Section 614.24 of the Iowa Code to file a verified claim in the office of the County Recorder to extend the effectiveness of these covenants for successive periods of twenty-one (21) years each on or before the twenty-first anniversary of the filing of this Declaration and prior to the twenty-first anniversary of the filing of the last verified claim. Invalidation of any of the covenants, conditions, and restrictions of this Declaration by judgment or decree shall in no way effect any of the provisions hereof, but the same shall remain in full force and effect.
- 28.2. The Grantor of any of the real estate affected by this Agreement shall include in any deed for sale of said real estate, the following clause:

The above described real estate is subject to the
DECLARATION OF BUILDING RESTRICTIONS,
PROTECTIVE COVENANTS AND EASEMENTS under date
of _____, recorded _____, in Book _____,
Page _____ in the office of the Recorder of Dallas County, Iowa.

XXIX. ENFORCEMENT AND WAIVER.

- 29.1. In the event that any one or more of the forgoing covenants, conditions or restrictions shall be declared for any reason by the court of competent jurisdiction to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions and restrictions not so expressly held to be void, which shall continue unimpaired and in full force and effect.
- 29.2. The Plat shall also be subject to any and all rights and privileges of the City, now held or hereafter acquired, by dedication or conveyance, or by reason of the platting and recording of the Plat, or by the Declaration or by law. Wherever there is a conflict between this Declaration and the zoning ordinance of the City, the more restrictive shall be binding.
- 29.3. This Declaration shall not be applicable to property dedicated to the City, and the City may allow appropriate public use on city-owned property within the Plat.

XXX. INDEMNIFICATION.

Each lot owner by acceptance of a deed thereto, its successors or assigns, agrees to defend, indemnify, protect and save harmless the City and its political subdivisions, including any of its officers, employees, or agents, from and against any and all liability, losses, damage, injury, costs, settlements, judgments, awards, claims, or expenses or other things whatsoever, including attorney's fees costs or disbursements, arising out of, or in connection with, any acts of negligence, causes, omissions, fault, misconduct, claims, damages, suits or other actions developed, brought or asserted by any person, firm, corporation, entity or estate, or to any property of any person, firm corporation, entity or estate, or to any property of any person, firm, corporation, entity or estate, against said City by reason of, in connection with, and responsibilities which are imposed upon the owners, its successors and assigns, with respect to the obligations under these Declarations or with respect to their acts and duties imposed by the final development plan as approved by the Dallas Center City Council.

IN WITNESS WHEREOF, this Declaration of Residential Covenants, Conditions and Restrictions, was made the date first written above by the Declarant.

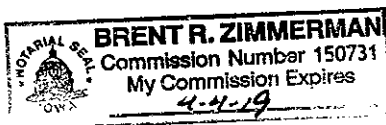
MITCHELL LAND DEVELOPMENT, LLC,
an Iowa limited liability company

By: *Victor L. Mitchell*
Victor L. Mitchell, Manager

STATE OF IOWA, COUNTY OF POLK:

This record was acknowledged before me this 5th day of December, 2018, personally appeared Victor L. Mitchell, Manager of Mitchell Land Development, LLC on behalf of Mitchell Land Development, LLC.

[Signature]
Notary Public, in and for the State of Iowa





First American
*Home Warranty*SM

FIRST AMERICAN HOME WARRANTY PLANS

New Enhanced Plans and Upgrades



Our most comprehensive coverage ever. Customizable plans and reduced out-of-pocket costs.



THE MAX PLAN



APPLIANCE UPGRADE



CODES, MODS, AND MORE UPGRADE



EXCITING NEW OPTIONS

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Midwest



Home Warranty Overview

Buyers can
order their own
home warranty
up to 60 days
post-close

It's so easy to use

Sign in at firstamrealestate.com or call
800.992.3400 any time a covered item fails, 24/7.

1

What is a home warranty? A home warranty is a renewable service contract offering protection for a home's major systems and appliances. First American offers protection to homebuyers, sellers, and current homeowners.

A home warranty can protect home sellers from costs and delays during the listing period as well as protect homebuyers from costly breakdowns after closing.

2

Do I need a home warranty? Home warranty coverage is the best way to protect your budget against expensive home system and appliance failures. A home warranty can also take the stress and hassle out of repairing or replacing home systems and appliances when they break down.

3

What are the benefits? With a First American home warranty, when a covered system or appliance fails, if we can't repair it, we'll replace it.* We have a network of independent pre-screened service providers and we are committed to providing you with outstanding service and value.

4

What's covered? See page 7 for a sample contract of our product designed for homebuyers and sellers, showing coverage and options available. It is important to understand what is and isn't covered in your specific plan, as well as coverage limitations.

5

Why choose First American? First American is a leading provider of home warranties with the experience and strength of an industry leader. For over 35 years, First American has provided quality protection for homeowners across the nation, through more than 12 million home warranties.

*In some instances, Homeowner and First American may agree to payment of cash in lieu of repair or replacement. Payment will be made based on First American's negotiated rates with its suppliers, which may be less than retail. Please review the sample contract for specific coverage, terms and limitations.

How the Home Warranty Service Process Works

A new home can be rewarding and it can also be challenging when an appliance or home system isn't working. With a home warranty from First American, you have an easy solution when a covered item breaks.



Request Service from First American

1. You can request service online or by phone. Either way, make sure we have your current email address and phone number so we can send you updates about your service request.
 - o Sign in at fahw.com
 - o Call 800.992.3400
2. Pay the service fee.
3. We'll assign a service provider who will call you to schedule an appointment. If we have your contact information we'll send you the contractor's name and information via email or text.



Problem Diagnosis

1. At the appointment, the technician will diagnose the problem and, if needed, report the findings to us.
2. Once we confirm that the problem is covered by your contract, we will approve the repair, and the technician will proceed with fixing the problem.



If Parts Are Needed

- If the contractor doesn't have parts that are needed to complete the repair, we'll do our best to get them as quickly as possible. Usually, parts are easy to acquire, however, sometimes there are delays in securing parts or equipment.
- The contractor will set up an appointment to complete the repair once the parts have been secured. There is no additional service fee charge to complete the repair.



Repair or Replacement

- If parts are not needed, often the technician will be able to repair the item that day.
- If your covered item cannot be repaired, we will replace it with an item with similar features, efficiency, and capacity.*

*For kitchen refrigerators, repair or replacement of ice makers, ice crushers, beverage dispensers and their respective equipment will only be completed when parts are available.



Re-key Service

Homebuyers, start enjoying the benefits of your home warranty coverage on day one. You can use this one-time service to get up to six locks re-keyed and receive four copies of the new keys.

- Request re-key service at firstamrealestate.com or call 800.992.3400 and pay the service call fee.
- We will send a locksmith to re-key your locks.

You can rest easy knowing your home is more secure. See page 9 for details.



HVAC Tune-up

When you purchase our HVAC Tune-up option, you can schedule pre-season tune-ups for your home heating and cooling systems. Regular maintenance helps these systems run efficiently to keep your heating and cooling costs down, and ensures they are in top shape before the heat of summer or cold of winter when you need them most. See page 11 for details.

With this optional coverage you can request service twice each year. A service call fee will apply for each visit.

1. Schedule your spring tune-up between February 1 and April 30.
2. Schedule your fall tune-up between September 1 and November 30.

Membership Benefits

First American Home Warranty now offers members more value than ever. In addition to our comprehensive coverage for crucial home systems and appliances, members can enjoy help with moving, home improvement, and home maintenance throughout their move and beyond.



Porch Home Assistant

Your First American home warranty now comes with a Porch Home Assistant Gold membership and four \$25 coupons for handyman and moving services.*

Whether you're selling or buying, homeownership can be exciting—and a lot of work. To help, the Porch Home Assistant Gold concierge service handles all the extra tasks that come with moving, such as lining up home improvement pros and services including:

- Home projects: TV mounting, furniture assembly, fixture installation, cleaning gutters, dryer vent cleaning.
- Securing your home.
- Moving services: Movers, change of address, switch utilities and TV/internet.

To get started visit go.fahw.com/porch or call 855.481.7729.

*Disclaimer: Limit one coupon per appointment. Coupons may not be combined with any other offers or discounts. Please notify Porch of your coupon during booking. Discount will be applied at the time your appointment is scheduled. Porch Services may not be available in all areas.



Filterjoy

You now have a convenient, easy way to get new air filters delivered to your door through Filterjoy. Plus, your first order is free with the special trial offer** for our members!

Enjoy easy online ordering that remembers what filter size you need.

- You choose the delivery schedule.
- No long-term commitments. Pause, modify, or cancel anytime.
- Always-free shipping right to your doorstep.

Changing your filters regularly is a great way to keep your air healthy and can also help reduce your energy bills.

To get started visit filterjoy.com/fahw.

**This Trial Offer includes, at no charge to First American Home Warranty members during the Filterjoy subscription signup, up to two (2), one-inch depth air filters. Members can select any size and matched filtration rating available on Filterjoy's site. Members who select an air filter quantity greater than two (2) during the initial sign-up period will be charged for each additional filter, as well as any applicable sales taxes on additional purchase(s).





Coverage Upgrades

Our basic plan provides excellent coverage for your core home systems and appliances. Our upgrades extend coverage and help reduce out-of-pocket expenses.



First Class Upgrade

Extend your protection for many covered systems by adding coverage for building permits, upgrades required by building codes, recapture and removal of refrigerant, and disposal of appliances, systems or components we replace. See page 9 for details.

Codes, Mods, and More

This great addition to the First Class Upgrade provides an added allowance for correcting code violations and making modifications when repairing or replacing HVAC systems, water heaters, and more. It also covers zone controllers for heating and central air conditioning. See page 11 for details.

Plumbing Plus

Repairing leaks or breaks to water, drain, or gas plumbing can be expensive when the pipes are encased in concrete, or outside the home's foundation. Extend protection to cover these issues, as well as coverage for water heater expansion tanks, the installation of ground-level cleanouts, and clearing of stoppages caused by roots. See page 11 for details.

Appliance Plus

Made for homes with luxury appliances, this upgrade increases the plan limit to \$7,000 for each of the following: Kitchen Refrigerator, Kitchen Appliances, and Clothes Washer and Dryer. The plan limit for Additional Refrigeration increases to \$2,000. See page 10 for details.



Sample Contract & Coverage Overview

SHOULD YOU NEED SERVICE PLEASE READ THIS SERVICE CONTRACT (Contract) CAREFULLY and then place your claim at fahw.com or by calling (800) 992-3400.

This is a Contract for repair or replacement of expressly identified appliances, home systems, parts, components or equipment (collectively, Item(s)). Have your Contract number, make or model of covered Item and complete street address available. Service call fee is disclosed on your Home Warranty Summary page that precedes this Contract and is due at the time of claim placement (**one time service call fee per Contract for Optional Subterranean Termite Treatment is \$200**). In some cases, you may be offered a remote service visit.

IMPORTANT

This Contract covers only the Items expressly identified in this Contract and excludes all others (although only by way of example does Contract offer exclusions; which are not exhaustive). Items are not covered unless they are in safe working order at the start of coverage. To be covered, Items must be installed for diagnosis and located within the confines of the perimeter of the foundation of the primary living quarters or garage (except for coverages purchased that, by their description, are located outside of the foundation, including well pump, septic tank, sewage ejector pump, pressure regulator, air conditioning, pool/spa equipment or plumbing plus). This Contract provides coverage for unknown defects if the defect is not detectable through visual inspection or simple mechanical test (excluding renewal and non-real estate transaction customers). Items include malfunctioning systems and appliances due to lack of maintenance, rust, corrosion and chemical or sedimentary build-up. "Service Provider(s)" means all trade businesses who signed a written contract with First American Home Warranty Corporation (Company) (obligor). **Company will not reimburse you for services performed without prior approval. Company has the sole right to choose a Service Provider.**

COVERAGE TIME AND RENEWAL

You must report defects or malfunctions to Company during the term of this Contract.

1. Contract Effective Date is located on your Home Warranty Summary page. Coverage begins on Contract Effective Date and continues for 12 months, except;
 - A. Basic Seller's Coverage and Seller's Options (if elected) starts upon receipt of Contract number and continues until expiration of the initial listing period not to exceed 180 days or until close of sale or listing cancellation (whichever is first). Seller's Coverage may be extended at the discretion of Company.
 - B. New Construction Coverage begins 12 months after the close of sale and continues for 48 months.
 - C. Two-Year Coverage begins on Contract Effective Date and continues for 24 months.
2. Payment is due at close of sale and must be received by Company within 30 days.
3. Offer for future coverage is at Company's sole discretion. You will be notified of rates and terms for continuation of coverage.



Member of the NATIONAL HOME
SERVICE CONTRACT ASSOCIATION.

BASIC CONTRACT COVERAGE

It is important to review Limits of Liability as well as the Options Ordered section of your Home Warranty Summary page.

PLUMBING – Covered

- Pressure regulators
- Garbage disposal: all parts
- Circulating hot water pump
- Instant hot water dispenser: all parts
- Bathtub motor, pump and air switch assemblies
- Permanently installed sump pumps (ground water only)
- Valves: shower, tub, diverter, riser, angle stop and gate valves
- Leaks and breaks of water, drain, gas, vent or sewer lines (except caused by freezing)
- Toilet tanks, bowls and mechanisms (replaced with white builder's standard as necessary)

Not Covered: Fixtures, faucets, filter, shower head, shower arm, shower enclosure and base pan, caulking and grouting, septic tank, hose bibbs, flow restrictions in fresh water lines, water conditioning equipment, sewage ejectors, saunas or steam rooms, whirlpool jets and fire suppression systems.

NOTE: Company is only responsible for providing access for covered plumbing repairs through unobstructed walls, floors or ceilings and will return the opening to a rough finish. Coverage for diagnosis, access, repair or replacement of Items located in or under concrete is limited up to \$500.

PLUMBING STOPPAGES – Covered

- Clearing of stoppages in sink, tub, shower drains and toilets. Clearing of sewer and mainline stoppages (including hydrojetting if stoppage is unable to be cleared with cable) to 125 feet of point of access where ground level cleanout is existing. Clearing of lateral drain lines to 125 feet from point of access including accessible cleanout, p-trap, drain or overflow access point.

Not Covered: Stoppages caused by foreign objects, roots, collapsed or broken lines outside the foundation, access to drain or sewer lines from roof vent and costs to locate, access or install a ground level cleanout.

WATER HEATER – Covered

(Includes tankless water heaters)

- All parts, except;

Not Covered: Holding, storage or expansion tanks, flues and vents, fuel storage tanks and solar equipment.

NOTE: Coverage for diagnosis, access, repair or replacement of any modulating condensing boiler, geothermal or water source heat pump, glycol, heated water, steam or water heater/heating combination unit is limited up to \$1,500.

ELECTRICAL – Covered

- Plugs
- Wiring
- Conduit
- Junction boxes
- Doorbells (includes wiring)
- Circuit breakers (including ground fault)
- Smoke detectors
- Panels and sub panels
- Switches and fuses
- Telephone wiring

Not Covered: Computer, audio, video, intercom, fixtures, alarm – and all associated wiring or cables. Inadequate wiring capacity, sensor, relay, low voltage systems, power surges, timed circuits, and phone/utility company's equipment including but not limited to phone jacks, meters and wiring.

NOTE: Company is only responsible for providing access for covered electrical repairs through unobstructed walls, floors or ceilings and will return the opening to a rough finish.

KITCHEN APPLIANCES – Covered

(Limit up to \$3,500 per appliance)

- Dishwasher
- Trash compactor
- Microwave oven (built-in only)
- Kitchen range hood
- Oven/range/cooktop

Not Covered: Rotisseries, lights, knobs, dials, racks, baskets, rollers, removable trays, removable buckets, door glass, interior lining, lock assemblies, meat probe assemblies and clocks (unless they affect the primary function of the unit).

GARAGE DOOR OPENERS – Covered

- Motor
- Receiver unit
- Switches
- Carriage
- Capacitor
- Push arm
- Center rail assembly

Not Covered: Transmitters, adjustments, doors, gates and gate motors, side rails, rollers, hinges and springs.

CENTRAL VACUUM SYSTEM – Covered

- All parts, except;

Not Covered: Hoses and accessories which are removable.

NOTE: Company is not responsible for gaining or closing access to floors, walls or ceilings to locate the malfunction or to effect repair or replacement.

FANS – Covered

- Attic and exhaust fans: all parts.
- Whole house fans: all parts.
- Ceiling fans: all parts, except;

Not Covered: Light kits and remote transmitters.

ADDITIONAL COVERAGE FOR BUYER AND OPTIONAL COVERAGE FOR SELLER

NOTE FOR SELLER: Heating, Central Air Conditioning and Ductwork coverage is optional for the Seller at an additional charge. If elected, Company will pay up to a combined maximum limit of \$1,500 during Seller's Coverage period for such coverage.

HEATING – Covered

- Heat pump
- Gas, electrical, oil furnaces
- Radiators
- Hydronic circulating pumps
- Heating elements
- Mini-split ductless systems
- Gas valves to furnace
- Thermostats (including base)
- Heat pump refrigerant recharging
- Baseboard convectors

Not Covered: Auxiliary space heaters, cable heat, humidifier/dehumidifier systems or accessories, filters (including electronic air cleaners), registers, fuel storage tanks, heat lamps, fireplaces and key valves, fireplace inserts, baseboard casings and grills, chimneys, flues and vents, underground or outside components and piping for geothermal or water source heat pumps, well pumps and well pump components for geothermal or water source heat pumps, grain, pellet, stove style or wood heating units (even if only source of heating), system management or zone control systems (whether manual, electronic, computerized or pneumatic) and heat pump refrigerant recapture, reclaim and disposal.

NOTE:

- Coverage for diagnosis, access, repair or replacement of any geothermal or water source heat pump, glycol, heated water, steam or water heater/heating combination unit or oil furnace is limited up to \$1,500.
- Coverage for heat exchangers which fail during optional Seller's coverage is limited up to \$500.
- If Company determines that a package unit or the condenser of a central air conditioning or heat pump split system must be replaced, Company will replace the unit with a unit that meets current federal, state or local government efficiency standards. This note also applies to central air conditioning.

CENTRAL AIR CONDITIONING – Covered

- Refrigeration system (includes heat pump)
 - Thermostats
 - Condensing unit
 - Refrigerant lines
 - Air handling unit
 - Liquid and suction line dryers
 - Refrigerant recharging
 - Fuses, breakers, disconnect boxes and wiring
 - Evaporator coils (including thermostatic expansion valves)
- Evaporative cooler
- Built-in electric wall units
- Mini-split ductless systems

Not Covered: Humidifier/dehumidifier systems or accessories, registers, grills, filters (including electronic air cleaners), gas air conditioners, window units, underground or outside piping and components for geothermal or water source heat pumps, cooler pads, roof jacks or stands, system management or zone control systems (whether manual, electronic, computerized or pneumatic) and refrigerant recapture, reclaim and disposal.

NOTE:

- Coverage for diagnosis, access, repair or replacement of any geothermal or water source heat pump, glycol, heated water, steam or water heater/heating combination unit is limited up to \$1,500.
- Company is only responsible for providing access for covered central air conditioning repairs through unobstructed walls, floors or ceilings and will return the opening to a rough finish. Coverage for diagnosis, access, repair or replacement of Items located in or under concrete is limited up to \$500.
- If Company determines that a package unit or the condenser of a central air conditioning or heat pump split system must be replaced, Company will replace the unit with a unit that meets current federal, state or local government efficiency standards.
- When replacing a central air conditioning or heat pump split system, Company will replace any covered component as well as modify the plenum, indoor electrical, air handling transition and duct connections as necessary to maintain compatibility and operating efficiency as required by the manufacturer of the replacement unit, including the installation of thermostatic expansion valves.

DUCTWORK – Covered

(Limit up to \$1,000)

- Ductwork from the heating or cooling unit to the connection at register or grill.

Not Covered: Grills and registers, improperly sized ductwork, insulation, dampers, collapsed or crushed ductwork, ductwork damaged by moisture, ductwork where asbestos is present, costs for inspections, locating leaks to ductwork, diagnostic testing of ductwork when required by any federal, state or local law, regulation, or ordinance, or when required due to installation or replacement of any system equipment.

NOTE: Company is only responsible for providing access for covered ductwork repairs through unobstructed walls, floors or ceilings and will return the opening to a rough finish.

ADDITIONAL COVERAGE FOR BUYER

The following coverage begins when payment is made at close of sale.

RE-KEY SERVICE – Covered

- The Re-key Service is available one-time per contract and includes the re-key of up to 6 keyholes and 4 copies of the new keys. The current keys for the 6 keyholes must be available and operational at the time of service otherwise additional services will be required.

Not Covered: Sliding doors; garage door openers, replacement of deadbolts, knobs or associated hardware; broken or damaged locks; padlocks; gate, window, file cabinet, safe, desk or mailbox locks; or any other services provided by the locksmith.

NOTE: You will be responsible for payment directly to the locksmith for any additional services.

OPTIONAL COVERAGE FOR BUYER AND SELLER

NOTE FOR SELLER: The following coverage is optional for the Seller at an additional charge.

NOTE FOR BUYER: You may purchase optional coverage up to 60 days from Contract Effective Date. Such coverage is not effective until payment is received by Company and coverage terminates upon Contract expiration.

(See First Class Upgrade section for details.)

OPTIONAL COVERAGE

NOTE FOR SELLER: The following optional coverage is not available.

NOTE FOR BUYER: You may purchase optional coverage up to 60 days from Contract Effective Date. Such coverage is not effective until payment is received by Company and coverage terminates upon Contract expiration.

POOL/SPA EQUIPMENT – Covered if purchased

- Filters
- Pumps
- Timers
- Pump motors
- Pool sweep motor and pumps
- Above ground plumbing and electrical
- Valves
- Circuit board
- Salt water cell
- Heating units

Not Covered: All cleaning equipment, including pop up heads, turbo and actuator valves, pool sweeps, liners, lights, structural defects, solar equipment, inaccessible components, humidifier/dehumidifier systems or accessories, jets and respective parts and components, fuel storage tanks, fill valves, system management or zone control systems (whether manual, electronic, computerized or pneumatic), disposable filtration media, chlorinators, ozonators and other water chemistry control equipment and materials, auxiliary, negative edge, waterslide, waterfall, ornamental fountain and their pumping and motor systems or any other pump or motor that does not circulate water from the pool or spa directly into the main filtration system as its primary function, heat pumps, salt, panel box, remote controls and dials.

NOTE: Coverage for salt water pool/spa equipment salt water cell and circuit board is limited up to \$1,500.

OPTIONAL UPGRADE FOR BUYER AND SELLER

FIRST CLASS UPGRADE – Covered if purchased

The following list is the additional coverage applied when the First Class Upgrade is purchased. Optional coverage (OPT) must be purchased for the upgrade to apply to those items. Note: some items are not available (NA) for the seller.

Buyer	Seller	
•	OPT	Air Conditioning: Filters, registers, grills, window units.
•	OPT	Heating: Registers, grills, filters.
•	OPT	HVAC Lifting Equipment: Company will cover fees associated with the use of cranes or other lifting equipment required to service roof-top heating or air conditioning units.
•	OPT	Ductwork: Grills, registers.
•	•	Garage Door Openers: Hinges, springs, transmitters.
•	•	Plumbing: Faucets (replaced with chrome builder's standard), shower head and shower arm, hose bibbs, toilets (replaced with like quality up to \$600 per occurrence).
OPT	NA	Clothes Washer and Dryer: Knobs, dials.
•	•	Dishwasher: Racks, baskets, rollers, knobs, dials.
•	•	Microwave Oven (built-in only): Interior lining, door glass, clocks, racks, knobs.
•	•	Oven/Range/Cooktop: Rotisseries, racks, knobs, dials, interior lining.
•	•	Trash Compactor: Removable buckets, knobs.
•	•	Building Permits: Where local building permits are required prior to commencing replacement of appliances, systems or components, Company will pay up to \$250 per occurrence for such local building permits. Company will not be responsible for replacement service when permits cannot be obtained.
•	•	Recapture, Reclaim, Disposal: Company will pay costs related to refrigerant recapture, reclaim and disposal (if required) and the removal of an appliance, system or component when Company is replacing a covered appliance, system or component.
•	•	Improper Installations and Modifications: Company will repair or replace a covered system or appliance (excluding roofs and ductwork) that fails as a result of improper installation, modification or repair, or due to not being properly matched in size or efficiency at any time prior to or during the term of this contract provided the system is not undersized relative to the square footage of area being cooled or heated. In the event that a covered mismatched system or improper installation, modification or repair is in violation of a code requirement, Limited Code Upgrade applies.
•	•	Limited Code Upgrade: Company will pay up to \$250 to correct code violations when effecting approved repairs or replacements. Company may, at its option, pay you in lieu of performing the work.

ORNAMENTAL FOUNTAIN – Covered if purchased
(Limit up to \$500)

- Pump and motor assembly.

Not Covered: System management or zone control systems (whether manual, electronic, computerized or pneumatic), filtration media, chlorinators, ozonators and other water chemistry control equipment and materials.

KITCHEN REFRIGERATOR – Covered if purchased
(Limit up to \$3,500)

- All parts, except;

Not Covered: Insulation, racks, shelves, drawers, tracks, handles, lights, interior thermal shells, food spoilage, stand alone freezers, refrigerators located outside kitchen area and refrigerant recapture, reclaim and disposal.

NOTE:

- Coverage is for any one of the following types of kitchen refrigerator/freezer units: a built-in kitchen refrigerator/freezer unit, a built-in combination of an all refrigerator unit and an all freezer unit, or a free standing kitchen refrigerator/freezer.
- Repair or replacement of ice makers, ice crushers, beverage dispensers and their respective equipment will only be completed when parts are available.

ADDITIONAL REFRIGERATION – Covered if purchased
(Limit up to \$1,000)

This option provides coverage for the following with a combined total of four appliances: additional refrigerator, wet bar refrigerator, wine refrigerator, free standing freezer and free standing ice maker.

- All parts of a refrigerator (including wet bar and wine refrigerator) and free standing freezer, except;

Not Covered: Kitchen refrigerator, insulation, racks, shelves, drawers, tracks, handles, lights, ice makers, ice crushers, beverage dispensers and their respective equipment, interior thermal shells, food spoilage and refrigerant recapture, reclaim and disposal.

- Free standing ice maker:
All parts which affect the primary function of the ice maker and water dispenser, except;

Not Covered: Filters, removable components which do not affect the primary function, interior thermal shells, insulation and refrigerant recapture, reclaim and disposal.

CLOTHES WASHER AND DRYER – Covered if purchased
(Limit up to \$3,500 per appliance)

- All parts, except;

Not Covered: Plastic mini-tubs, soap dispensers, filter and lint screens, knobs and dials, venting and damage to clothing.

OPTIONAL UPGRADE FOR BUYER

APPLIANCE PLUS – Covered if purchased

Coverage increases the basic plan limit to a total of \$7,000 per appliance for Kitchen Refrigerator, Kitchen Appliances and Clothes Washer and Dryer. The basic plan limit for Additional Refrigeration increases to a total of \$2,000.

NOTE: Kitchen Refrigerator, Clothes Washer and Dryer or Additional Refrigeration coverage(s) must be purchased for increased limits to apply. This option does not increase the limit for Outdoor Kitchen.

OUTDOOR KITCHEN – Covered if purchased
(Limit up to \$1,000)

Coverage is for components that affect the primary functional operation of the outdoor kitchen elements but does not cover cooking elements.

- Ceiling fan
- Dishwasher
- Electrical wiring and outlets
- Faucets (chrome builder's standard used when replacement is required)
- Plumbing water, drain or gas lines (except caused by freezing)
- Garbage disposal
- Outdoor refrigerator

Not Covered: All cooking equipment/devices and their respective accessories, kitchen refrigerator, ice makers, ice crushers, beverage dispensers and their respective equipment, insulation, shelves, drawers, tracks, handles, lights/kits, interior lining, food spoilage, refrigerant recapture, reclaim and disposal, racks, baskets, rollers, knobs, dials, door glass, fixtures and remote transmitters.

WATER SOFTENER AND REVERSE OSMOSIS WATER FILTRATION SYSTEM – Covered if purchased
(Limit up to \$500)

- All mechanical parts and components of the water softener and reverse osmosis water filtration system (for drinking water), except;

Not Covered: Leased/rented units, softening agents, chemical imbalance, high sodium content, water purification systems, salt, filters, filter components and replacement membranes.

WELL PUMP – Covered if purchased
(Limited to one well pump per home; Limit up to \$1,500)

- All parts of well pump utilized as a source of water to the home, except;

Not Covered: Well casings, booster pumps, pumps used exclusively for irrigation, animals and non-living quarters, piping or electrical lines, holding, pressure or storage tanks, redrilling of wells, damage due to lack of water, tampering, well pump and well pump components for geothermal or water source heat pumps, improper installation and access to repair well pump system.

SEPTIC SYSTEM – Covered if purchased
(Limit up to \$500 for tank system)

Pumping

- One time pumping per Contract if the stoppage is due to septic tank backup.

System

- Jet pump
- Aerobic pump
- Sewage ejector pump
- Septic tank line from house to septic tank

Not Covered: Septic tanks, seepage pits, leach lines, leach beds, grinder pumps, cleanout, cesspool, cost of locating or to gain access to the septic tank, cost of hook-ups, disposal of waste and chemical treatment of the septic tank or sewer lines.

SEWAGE EJECTOR PUMP – Covered if purchased
(Limited to one pump per contract; Limit up to \$500)

- All parts of sewage ejector pump not associated with the operation of a septic tank, except;

Not Covered: Basins and any costs associated with locating or gaining access to or closing access from the sewage ejector pump.

PEST CONTROL SERVICES – Covered if purchased

- Mice
- Pillbugs
- Earwigs
- Spiders
- Roaches
- Crickets
- Silverfish
- Centipedes
- Sowbugs
- Millipedes
- Ants (unless not covered)
- Clover mites
- Ground beetles

Not Covered: Fire ants, pharaoh ants, carpenter ants, fungus and wood destroying organisms, flying insects, termites, fleas, ticks and rats.

SUBTERRANEAN TERMITE TREATMENT

– Covered if purchased

- Treatment for subterranean termite infestation.

Not Covered: Infestation in decks or fencing or any infestation outside the confines of the foundation of the home or garage, repair of damage caused by subterranean termites.

You will pay a one time \$200 service call fee per Contract for subterranean termite treatment. Repeat visits are free of charge. All work will be performed by a licensed structural pest control Service Provider.

LIMITED ROOF LEAK – Covered if purchased

(Limit up to \$1,000)

- Leaks caused by rain to tar and gravel, tile, shingle, shake and composition roofs are repaired as long as leaks are caused by normal wear and tear and the roof was in water tight condition on Contract Effective Date. If replacement of the existing roof, in whole or in part, is necessary, Company's responsibility is limited to the estimated cost of repair of the leaking area only, as if the repair of that area were possible.

Not Covered: Roofs over detached structures, roof leaks caused by or resulting from: roof mounted installations, metal roofs, improper construction or repair, missing or broken materials, skylights, patio covers, gutters, drains, downspouts, scuppers, chimneys and defects in balcony or deck serving as a roof, routine periodic maintenance and consequential water damage.

Company will direct a Service Provider to contact you for an appointment or, at its option, may authorize you to contact a service provider directly. If authorized, you will be given a spending limit established by Company. Secondary or consequential water damage is not covered by this Contract.

NOTE: Service delays frequently occur during the first rains of the season or in heavy storms. While we will make every effort to expedite service, no service time guarantees can be made.

PRE-SEASON HVAC TUNE-UP – Covered if purchased

- One spring tune-up valid for service requests created on or between February 1 and April 30.
- One fall tune-up valid for service requests created on or between September 1 and November 30.

You are responsible for requesting service and will pay a service call fee for each pre-season tune-up service. Coverage is for one air conditioning or one heating system during each tune-up period; cost of tune-ups for additional systems require additional charges to be paid directly to the Service Provider. If covered service beyond the tune-up is required, an additional service call fee is due. Pre-season tune-ups will be tested and checked for the following items:

Air Conditioning: Thermostat, temperature split, capacitors, contactors, amp draw on compressor, amp draw on blower motor, accessible condensate line, condenser fan blades, clean and tighten electrical connections, refrigerant levels, replace filter (owner supplied) and rinse condenser coil (water rinse only).

Heating: Thermostat, limit switches, safety switches, capacitors, amp draw on motor, heating operation, inspect pilot system/ignitor, check and clean burners (if accessible) and replace filter (owner supplied).

Not Covered: Filters, cleaning of indoor/evaporative coil, clearing or unclogging condensate lines, geothermal systems, oil systems, hydronic or steam systems and ductless mini-split systems.

OPTIONAL UPGRADE FOR BUYER

CODES, MODS, AND MORE – Covered if purchased

This upgrade is only available with the purchase of the First Class Upgrade. Codes, Mods, and More covers the following items and increases the basic plan limits to the combined maximum aggregates listed.

- Up to \$2,500 for diagnosis, access, repair or replacement of any oil furnace, geothermal or water source heat pump, glycol, heated water, steam or water heater/heating combination unit.
- Zone controllers for Heating and Central Air Conditioning.
- Up to \$1,250 to correct code violations or make modifications when effecting approved repairs or replacements.

Not Covered: Restoration of wall, ceiling or floor coverings, cabinets, countertops, tile, paint or the like.

OPTIONAL UPGRADE FOR BUYER

PLUMBING PLUS – Covered if purchased

- Water heater expansion tanks.
- Up to \$250 to install a ground level cleanout.
- Up to \$250 to clear stoppages caused by roots.

Concrete Encasement

- Coverage is for the diagnosis, access, repair or replacement of leaks in water, drain and gas lines located in or under concrete inside the foundation of the primary living quarters. Coverage increases the basic plan limit to a combined maximum aggregate of \$1,500.

External Pipe Leaks

- Coverage is for diagnosis, access, repair or replacement of leaks and breaks to external water, gas and drain lines located outside the foundation of the primary living quarters, including repair or replacement of main shut off valve. Coverage is limited up to \$1,000.

Not Covered: Irrigation and sprinkler systems, pool/spa or fountain piping, utility owned shut off valves and landscape drain lines.

LIMITS OF LIABILITY

1. Common areas and facilities of mobile home parks and condominiums are not covered. Except as set forth in Pool trade, common systems and appliances not located within the confines of each individual unit are excluded.
2. Repairs or replacements required as a result of missing parts, fire, flood, smoke, lightning, freeze, earthquake, theft, storms, accidents, mud, war, riots, vandalism, improper installation, acts of God, damage from pests, lack of capacity or misuse are not covered by this Contract.
3. Liability is limited to repair or replacement cost of Item due to normal wear and tear. Cosmetic defects are not covered.
4. Company is not responsible for consequential, incidental, emotional distress, pain or suffering, tort or exemplary damages, secondary damage, loss resulting from the malfunction of any Item, or a Service Provider's delay or neglect in providing, or failing to provide, repair or replacement of an Item due to shortages of labor and/or materials, or any other cause beyond our reasonable control.

5. Unless specified otherwise, any dollar limit mentioned is in the aggregate.
6. Solar systems and components including holding tanks are not covered. System management or zone control systems (whether manual, electronic, computerized or pneumatic) are not covered.
7. Company is not responsible for the following: any corrections, repairs, replacements, upgrades, inspections or other additional costs to comply with federal, state or local laws, utility regulations, zoning or building codes; paying any costs relating to permits, haul away fees, construction, carpentry or relocation of equipment; gaining or closing access to Items except where noted in this Contract; and, alterations or modifications made necessary by existing equipment or installing different equipment except where noted in the Central Air Conditioning section of this Contract. Company will not alter structure to effect repair or replacement, nor refinish or replace cabinets, countertops, tile, paint, wall or floor coverings or the like.
8. Company does not provide service involving hazardous or toxic materials, including asbestos or any other contaminants. Company is not responsible for any claim arising out of any pathogenic organisms regardless of any event of cause that contributed in any sequence to damage or injury. Pathogenic organisms mean any bacteria, yeasts, mildew, virus, fungi, mold or their spores, mycotoxins or other metabolic products.
9. Contract covers only single family residential-use property, residential-use resale property or residential-use new construction property. Residential property over 5,000 square feet, multiple units, guest houses and other structures are covered if the appropriate fee is paid. Multiple unit plans include independent coverage limits for each unit except for pool/spa and septic systems. Two year plans' aggregate coverage limits reset every 12 months. Contract is for owned or rented residential property, not for commercial property or premises converted into a business, including but not limited to, nursing/care homes, fraternity/sorority houses, short-term rentals or day care centers.
10. Company will determine, at its sole discretion, whether a covered system or appliance will be repaired or replaced. When replacing any appliance, Company will not pay for any failures that do not contribute to the appliance's primary function including, without limitation, TVs or radios built into the kitchen refrigerator. Company will replace with equipment of similar features, efficiency and capacity but is not responsible for matching brand, dimensions or color. Company may install a smaller capacity unit, including but not limited to water heaters and furnaces, if the projected output of the replacement unit is similar to, or greater than, the replaced existing unit. Company reserves the right to replace with a rebuilt component or part or repair systems and appliances with non-original manufacturer's parts. When coverage has been confirmed and a replacement is needed, Company is not responsible for matching any features of an existing item that do not contribute to the primary function of that item.
11. Company reserves the right to obtain a second opinion at its expense. If Company informs you that a malfunction is not covered, you must ask Company for a second opinion from another Service Provider within 14 days of notice. Company will not reimburse for provider you select, not contracted with Company, to perform a second opinion. Company will dispatch a second Service Provider to diagnose the malfunction. If the outcome of the second opinion is different from the first opinion, Company will accept coverage under this Contract. If your requested second opinion's diagnosis is the same as the initial opinion, you will pay an additional service call fee.
12. Company is not responsible for repairs and/or replacements that are subject to a manufacturer's, distributor's or in-home warranty or subject to a manufacturer's recall. Covered systems and appliances must be domestic or commercial grade and specified by the manufacturer for residential use.
13. Company is not responsible for repair or replacement of any system, appliance, component or part thereof that has previously, or is subsequently, determined to be defective by the Consumer Product Safety Commission or the manufacturer, and for which either entity has issued, or issues a warning or recall,

or when a failure is caused by manufacturer's improper design, use of improper materials, formula, manufacturing process or manufacturing defect.

14. This contract does not cover routine maintenance.
15. You and Company may agree on payment of cash in lieu of repair or replacement. Payment is made based on Company's negotiated rates with its suppliers, which may be less than retail. If you accept cash payment, you are required to repair the Item or provide a new replacement and send proof of repair or replacement to Company. The Item will not be covered under this or future Contracts until such proof is provided.

CUSTOMER SERVICE

1. Claims can be placed online or by telephone at all times. During normal working hours (Monday – Friday) your claim will be dispatched within four hours of confirmation of coverage. The services contracted for will be initiated under normal circumstances by the Service Provider within 48 hours after request is made by you. Your submission to Company describing the problem is sufficient notice. The Service Provider will commence diagnosis without first requiring the completion of a written claim form or other such form of proof of loss. The Service Provider will contact you to schedule a mutually convenient appointment time; You will take reasonable measures to prevent secondary damage caused by a failed system or appliance. If you should request Company to perform service outside of normal business hours, you will pay additional fees, including overtime charges. Company must be notified as soon as a malfunction is discovered and prior to expiration of the Contract term.
2. "Trade Call" means each visit by an approved Service Provider, unless multiple visits are required to remedy the same problem. You will pay the service call fee disclosed on your Home Warranty Summary page for each separate Trade Call or when servicing multiple Items requires additional time to diagnose or repair. Service Providers dispatched for Trade Calls are independent Service Providers, not agents or employees of the Company. Company warrants Service Provider's work for 30 days. If the Item fails outside of the 30-day time period, an additional service call fee will be charged. Failure to pay the service call fee may delay processing of future claims.
3. If Company is not able to locate a Service Provider to service your claim, Company may request that you contact an out-of-network provider directly to obtain service. Company's policies and procedures for outside reimbursement are:
 - a. Approval must be secured in advance of any work being performed and is generally only granted when Company is unable to locate a Service Provider.
 - b. The out-of-network provider must be licensed and insured.
 - c. The out-of-network provider must provide detailed information regarding their diagnosis prior to performing work so that Company can confirm coverage and validate repair or replacement recommendations.
 - d. Covered repairs or replacement will be authorized if the work may be completed at an agreed upon rate.
 - e. You must submit the itemized paid receipt to Company for reimbursement within a reasonable amount of time. Company will reimburse up to the authorized amount.
 - f. Company will deduct any service fees owed from any reimbursement provided.

TRANSFER OF CONTRACT

If your covered property is sold during the term of this Contract, you have the right to assign this Contract provided that you notify Company of the change in ownership and must submit the name of the new owner by phoning (800) 444-9030 to transfer coverage.

CANCELLATION

Obligations of this Contract are backed by the full faith and credit of the Company and are not guaranteed by a service contract reimbursement insurance policy.

Unless allowed by law, this Contract is noncancelable other than by mutual agreement by you and Company.

Your request for cancellation must be in writing and can be submitted to cancellationsupport@firstam.com.

Company will not cancel your Contract except for any of the following reasons:

- 1. Nonpayment of Contract fees when due.
- 2. You or your agent's fraud or misrepresentation of facts material to the issuance of this Contract, or in presenting a claim for service thereunder.
- 3. This Contract provides coverage prior to the time that an interest in residential property to which it attaches is sold and the sale of the residential property does not occur.

Kansas and Nebraska Residents Only:

If this Contract is cancelled, you shall be entitled to a pro rata refund of the paid Contract fee for the unexpired term, less a \$50 administrative fee and all service costs incurred by Company.

Iowa and Missouri Residents Only:

If this Contract is returned for cancellation within 30 days of the time this Contract is mailed or within 20 days of delivery to you and no claim has been made, this Contract is deemed void and you shall be entitled to a refund of the full purchase price. The right to void this Contract is not transferable and shall apply only to the original Contract purchaser and only if no claim has been made prior to its return to Company.

If a claim has been made or if this Contract is cancelled at any other time, you shall be entitled to a pro rata refund of the paid Contract fee for the unexpired term, less an administrative fee of \$50 (or 10% of the total premium paid (whichever is less) for Iowa residents) and all service costs incurred by Company.

Any refund due to you shall be paid or credited within 30 days after this Contract is returned to Company. A 10% penalty of the purchase price shall be added per month to a refund not paid or credited every 30 days thereafter.

Iowa Residents Only:

If Company cancels this Contract, Company shall use the last known address on record to send by first-class mail a written notice to you at least 30 days prior to the cancellation that states the effective date and reason for cancellation. In such case, you shall be entitled to a pro rata refund and will not be charged a cancellation fee.

YOUR DUTIES

You are responsible for the following: (i) Protecting appliances/systems; (ii) Reporting claims promptly; (iii) Installing and maintaining appliances/systems following manufacturer's specifications and (iv) Maintenance if the Service Provider determines it is required to achieve manufacturer results of systems and appliances.

MISCELLANEOUS

Iowa Residents Only:

Iowa residents may contact the Iowa Insurance Division at 1963 Bell Avenue, Suite 100, Des Moines, IA 50315-1000.

RESOLUTION OF DISPUTES

This provision constitutes an agreement to arbitrate disputes on an individual basis. Any party may bring an individual action in small claims court instead of pursuing arbitration.

All disputes and claims arising out of or relating to the Contract must be resolved by binding arbitration. This agreement to arbitrate includes, but is not limited to, all disputes and claims between Company and the Homeowner, Company and the Seller, and claims that arose prior to purchase of the Contract. This agreement to arbitrate applies to Company, Homeowner and Seller, and their respective parent and subsidiary companies, affiliates, agents, employees, predecessors and successors in interest, assigns, heirs, spouses, and children. **As noted above, a party may elect to bring an individual action in small claims court instead of arbitration, so long as the dispute falls within the jurisdictional requirements of small claims court and remains in that court.**

Any arbitration must take place on an individual basis, and Company, the Homeowner and the Seller agree that they are waiving any right to a jury trial and to bring or participate in a class, representative, or private attorney general action, and further agree that the arbitrator lacks the power to consider claims for injunctive or declaratory relief, or to grant relief affecting anyone other than the individual claimant. If a court decides that any of the provisions of this paragraph are invalid or unenforceable as to a particular claim or request for a particular remedy (such as a request for public injunctive relief), then that claim or request for that remedy must be brought in court and all other claims and requests for remedies must be arbitrated in accordance with this Contract.

The arbitration is governed by the Consumer Arbitration Rules (the "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Contract, and will be administered by the AAA. Company will pay all AAA filing, administration and arbitrator fees for any arbitration it initiates and for any arbitration initiated by another party for which the value of the claims is \$75,000 or less, unless an arbitrator determines that the claims have been brought in bad faith or for an improper purpose, in which case the payment of AAA fees will be governed by the AAA Rules.

The arbitration will take place in the same county in which the property covered by the Contract is located. The Federal Arbitration Act will govern the interpretation, applicability and enforcement of this arbitration agreement. This arbitration clause will survive the termination of this Contract.

AGREEMENT

You and Company are parties to the Contract (Parties). This Contract constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements and understandings of the Parties. No modifications to this Contract are effective unless in writing and signed by both Parties.

MW 06/23 Ver. #L.B/\$L.B/!L.B

First American home warranty plans have reasonable dollar limitations on coverages. Although this sample contract provides specific details, here is a quick reference for your convenience.

Limits may increase if optional upgrades such as First Class Upgrade, Appliance Plus, Plumbing Plus, and Codes, Mods, and More are purchased.

Warranty Coverage Dollar Limitations

DIAGNOSIS, ACCESS, REPAIR AND/OR REPLACEMENT LIMITS	
Steam, Heated Water or Glycol Heating.....	\$1,500
Per Appliance	\$3,500
Additional Refrigeration (up to 4 units)	\$1,000
Salt Water Pool/Spa Equipment.....	\$1,500
Seller's Heating, Central Air Conditioning and Ductwork.....	\$1,500
Well Pump.....	\$1,500
Limited Roof Leak	\$1,000
Ductwork	\$1,000
Concrete Encased Items	\$500
Seller's Heat Exchanger.....	\$500
Septic System	\$500
Sewage Ejector Pump	\$500
Ornamental Fountain	\$500
Water Softener/Reverse Osmosis Filtration System	\$500
Outdoor Kitchen	\$1,000

All coverage limits are in the aggregate unless otherwise specified.

Midwest Coverage and Options

\$85 Service Call Fee

Basic Plan

Eagle Premier

The Max Plan

Property Type – under 5,000 sq. ft.		Buyer	Seller	Buyer	Buyer
Single-Family Home		\$475		\$640	\$780
Condo/Townhouse/Mobile Home		\$420		\$565	\$685
Systems and Appliances		Buyer	Seller	Buyer	Buyer
SYSTEMS	Heating	●	(optional)	●	●
	Air Conditioning	●	(optional)	●	●
	Ductwork	●	(optional)	●	●
	Electrical Systems	●	●	●	●
	Garage Door Openers	●	●	●	●
	Attic, Ceiling, and Exhaust Fans	●	●	●	●
	Central Vacuum System	●	●	●	●
PLUMBING	Plumbing System	●	●	●	●
	Plumbing Stoppages	●	●	●	●
	Toilet Tanks and Bowls	●	●	●	●
	Water Heater	●	●	●	●
	Circulating Pump	●	●	●	●
	Sump Pump	●	●	●	●
	Pressure Regulators	●	●	●	●
APPLIANCES	Garbage Disposal	●	●	●	●
	Instant Hot Water Dispenser	●	●	●	●
	Built-In Microwave	●	●	●	●
	Dishwasher	●	●	●	●
KEY	Oven/Range/Cooktop	●	●	●	●
	Trash Compactor	●	●	●	●
	Re-Key Service	●	N/A	●	●
UPGRADES	First Class Upgrade	\$100		●	●
	Codes, Mods, and More	\$100	N/A	\$100	●
	Plumbing Plus	\$100	N/A	\$100	●
	Appliance Plus	\$100	N/A	\$100	\$100
OPTIONS	Heating, Central Air Conditioning, and Ductwork	●	\$70	●	●
	Clothes Washer and Dryer	\$85	N/A	●	●
	Kitchen Refrigerator	\$50	N/A	●	●
	Washer/Dryer/Kitchen Refrigerator	\$120	N/A	●	●
	Additional Refrigeration	\$50	N/A	\$50	\$50
	Pre-Season HVAC Tune-up	\$25	N/A	\$25	\$25
	Limited Roof Leak	\$100	N/A	\$100	\$100
	Ornamental Fountain	\$80	N/A	\$80	\$80
	Outdoor Kitchen	\$100	N/A	\$100	\$100
	Pool and/or Spa Equipment	\$200	N/A	\$200	\$200
	Septic System	\$75	N/A	\$75	\$75
	Sewage Ejector Pump	\$35	N/A	\$35	\$35
	Water Softener/Reverse Osmosis Water Filtration System	\$75	N/A	\$75	\$75
	Well Pump	\$85	N/A	\$85	\$85
	Subterranean Termite Treatment*	\$50	N/A	\$50	\$50
	Pest Control Services	\$50	N/A	\$50	\$50

*One time Service Call Fee per plan for termite treatment is \$200.

Please review the sample contract for specific coverage, terms, and limitations. Sales tax included (where applicable).

Buyer's Pricing for homes under 5,000 sq. ft.

Buyer's Coverage	Basic Plan		Eagle Premier		The Max Plan	
	1 Year	2 Year	1 Year	2 Year	1 Year	2 Year
Single-Family Home	☐ \$475	☐ \$880	☐ \$640	☐ \$1,185	☐ \$780	☐ \$1,445
Condo/Townhouse/Mobile Home	☐ \$420	☐ \$775	☐ \$565	☐ \$1,045	☐ \$685	☐ \$1,265

Options and Upgrades

Buyer's optional coverage is available when basic buyer's coverage is selected. Seller's basic and optional coverage requires the purchase of buyer's coverage. Seller's coverage maximum 180 days.

	For Seller	For Buyer	
	Up to 180 Days	1 Year	2 Year
Heating, Central Air Conditioning, and Ductwork	☐ \$70	Included in buyer's plans	
First Class Upgrade (Included with Eagle Premier and The Max Plan)	☐ \$100		☐ \$200
Codes, Mods, and More (Only available with purchase of First Class Upgrade. Included with The Max Plan)	N/A	☐ \$100	☐ \$200
Plumbing Plus (Included with The Max Plan)	N/A	☐ \$100	☐ \$200
Appliance Plus	N/A	☐ \$100	☐ \$200
Clothes Washer and Dryer (Included with Eagle Premier and The Max Plan)	N/A	☐ \$85	☐ \$170
Kitchen Refrigerator (Included with Eagle Premier and The Max Plan)	N/A	☐ \$50	☐ \$100
Washer/Dryer/Kitchen Refrigerator (Included with Eagle Premier and The Max Plan)	N/A	☐ \$120	☐ \$240
Additional Refrigeration	N/A	☐ \$50	☐ \$100
Pre-Season HVAC Tune-up	N/A	☐ \$25	☐ \$50
Limited Roof Leak	N/A	☐ \$100	☐ \$200
Ornamental Fountain	N/A	☐ \$80	☐ \$160
Outdoor Kitchen	N/A	☐ \$100	☐ \$200
Pool and/or Spa Equipment	N/A	☐ \$200	☐ \$400
Septic System	N/A	☐ \$75	☐ \$150
Sewage Ejector Pump	N/A	☐ \$35	☐ \$70
Water Softener/Reverse Osmosis Water Filtration System	N/A	☐ \$75	☐ \$150
Well Pump	N/A	☐ \$85	☐ \$170
Subterranean Termite Treatment*	N/A	☐ \$50	☐ \$100
Pest Control Services	N/A	☐ \$50	☐ \$100

Totals

Home Warranty Plan \$ _____ + Optional Coverage \$ _____ = Total \$ _____

Sales tax included (where applicable)

Buyer's Pricing for Multiple Units or New Construction

Multiple Units

Buyer's coverage only. To order coverage visit firstamrealestate.com or call 800.444.9030. Not available for New Construction.

Duplex	\$665
Triplex	\$1,000
Fourplex	\$1,330

New Construction

Buyer's coverage only. To order coverage or get quote for option pricing, please call 800.444.9030. Covers years 2-5.

Single-Family Home/Condo/ Townhouse/Mobile Home	\$715
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Address to Be Covered

Street Address _____ Unit # _____ City _____ State _____ ZIP _____

Buyer Information

BUYER'S Name _____

Phone _____ Email _____

Seller Information

SELLER'S Name _____

Phone _____ Email _____

Real Estate Company

REAL ESTATE COMPANY _____

Office Phone _____

Referring Agent _____

Representing ☐ Buyer ☐ Seller Email _____

OTHER BROKER NAME (if applicable) _____

Office Phone _____

Agent _____

Representing ☐ Buyer ☐ Seller Email _____

Closing Company

CLOSING COMPANY _____

Closing Officer's Name _____

Office Phone _____ Email _____

Estimated Close Date _____

File # _____

Acceptance or Waiver

☐ **I ACCEPT** the home warranty coverage and options I have selected.

☐ **I DECLINE** the benefits of this coverage. I agree not to hold the above real estate company, broker and/or agents liable for the repair or replacement of a system or appliance that would otherwise have been covered by this plan.

Signature _____ Date _____

The real estate agent offering this program does so as a service to protect their client's best interest. They receive no direct commission or compensation from First American Home Warranty.

Agents: Please give your client a sample contract. Contract will be sent to the buyer upon receipt of payment by First American. Confirmation # _____

Next Steps:

Homebuyers and Sellers

Choose your plan and options on page 15 and ask your real estate professional to order your coverage.

Need to request service?

web: firstamrealestate.com

phone: 800.992.3400

Real Estate Professionals

Sign in to your account to order online or order by phone:

web: firstamrealestate.com

phone: 800.444.9030



ADDENDUM TO PURCHASE AGREEMENT

Buyer: _____

Seller: Alyssa Johnston

Address of Property: 1415 Fairview Drive, Dallas Center, IA 50063

Date of Purchase Agreement: _____

The following additional terms and conditions are hereby incorporated into the above described Purchase Agreement:

Important Additional Information:

Radon: Buyers acknowledge they will test and/or mitigate for radon at their own expense.


Home Inspection: Inspections are for informational purposes only, not to enforce current building codes for older homes. Normal wear and tear is expected in resale properties. Seller will address life-threatening safety issues or deficiencies exceeding \$500 or more, identified during the inspection.

Market Activity: The property will remain actively listed on the MLS until an executed inspection addendum is received. This means other buyers can view and make back-up offers on the property.

Earnest Money: RE/MAX Hilltop will receive earnest money before scheduling a property inspection.

Appraisal: If an appraisal contingency exists and the property appraises BELOW the purchase price, the buyer will provide the Seller with the complete appraisal report, and the Seller will decide within 2 days if they will lower the purchase price to the appraised value. Any appraisal requirements or costs associated with the requirements are solely the buyer's responsibility, except for FHA or VA loans.

_____	_____
Buyer	Buyer
Date	Date

	dotloop verified 10/22/24 6:03 PM CDT FIXW-V01M-YUTM-HHUQ	_____
Seller		Seller
Date		Date



UTILITY CONTACTS

PROPERTY ADDRESS: 1415 Fairview Drive, Dallas Center, IA 50063

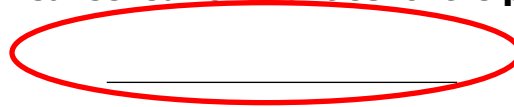
SELLER(S): Alyssa Johnston

BUYER(S): _____

DATE OF PURCHASE AGREEMENT: _____

SELLERS are providing the following contacts to assist BUYERS with the transfer of utilities.

PLEASE NOTE: SELLERS will cancel current utilities for the property effective



There may be a variety of options for each utility. The list below simply shows the provider currently used by the SELLERS.

Gas: Provider: <u>Mid-American Energy</u> Phone: <u>1 (515) 992-3725</u>	Electric: Provider: <u>Mid-American Energy</u> Phone: <u>1 (515) 992-3725</u> (If BLANK, same as Gas Utility)
Water: Provider: <u>Xenia Rural Water District</u> Phone: <u>(515) 676-2117</u>	Trash: Provider: <u>Dallas Center Utilities</u> Pick up day: <u>Monday</u> Phone: <u>1 (515) 992-3725</u>
Cable (if any): Provider: <u>Mediacom</u> Phone: <u>1 (515) 992-3725</u>	Internet (if any): Provider: _____ Phone: _____ (If BLANK, same as Cable Utility)
Home Security (if any): _____ Provider _____ Phone _____	
Door Bell Security (if any): _____ Website _____ Password _____	