

# Home Owners Limited Warranty Information

Hill Country Inc.  
DBA  
Hill Country Construction and Hill Country Homes  
PO Box 2208  
Eagle, Idaho 83616

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This Warranty and Binding Arbitration agreement must be accepted by all parties pursuant to or in conjunction with a Purchase and Sale Agreement and all terms and conditions are accepted and agreed upon with signatures and enforceable by either party.

## Introduction

**This Limited Warranty establishes a method of determining construction defects, disputes and arbitration. It represents a clear understanding of the responsibilities of both Hill Country Inc and the Home Owner.**

**This Limited Warranty provides that any and all claims and disputes between Home Owner and Hill Country Inc. that cannot be mutually resolved shall be resolved through binding arbitration and both parties agree to wave their rights to litigation in civil court. Arbitration shall be conducted within the American Arbitration Association guidelines or use of the Better Business Bureau arbitration resources. The standards of arbitration are based upon specific written warranty and determined by defect based upon the Residential Construction Performance Guidelines as published by NAHB at time of signed acceptance of Warranty as stated in Contractors Standard Addendum 1.**

**Initials:**

### **1-Year Warranty Agreement for residential construction and remodeling for material defects and craftsmanship.**

The commencement date of the warranty is from the date of Final Draw Payment received or upon transfer of title from Hill Country Inc. and extends for a period of 1 YEAR.

#### 1. COVERAGE ON HOME EXCEPT CONSUMER PRODUCTS

The Company expressly warrants to the original Owner and to subsequent Owner of the home that the home and it's new apartment addition, master bath, study addition as well as extensive internal remodeling to the existing home will be free from defects in materials and workmanship due to noncompliance with the standards set forth in the Residential Construction Performance Guidelines published by the National Association of Home Builders, NAHB, in effect on the date of this limited warranty, included in the Homeowner Reference copy of Residential Construction Performance Guidelines, and that are part of this warranty. This applies to all items unless noted otherwise within this document.

#### 2. COVERAGE ON CONSUMER PRODUCTS

For purposes of this Limited Warranty Agreement, the term "consumer products" means all appliances, equipment and other items that are consumer products for the purposes of the Magnuson-Moss Warranty Act (15 U.S.C., sections 2301-2312) and that are located in the home on the commencement date of the warranty. The Company expressly warrants that all consumer products will, for a period of 1 year after the commencement date of this warranty, be free from defects due to noncompliance with generally accepted standards in the state in which the home is located, which assure quality of materials and workmanship. ANY IMPLIED WARRANTIES FOR MERCHANTABILITY, WORKMANSHIP, OR FITNESS FOR INTENDED USE ON ANY SUCH CONSUMER PRODUCTS SHALL TERMINATE ON THE SAME DATE AS THE EXPRESS WARRANTY STATED ABOVE. Some states do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you. The Company hereby assigns to Owner all rights under manufacturers' warranties covering consumer products. Defects in items covered by manufacturers' warranties are excluded from coverage of this limited warranty, and Owner should follow the procedures in the manufacturers' warranties if defects appear in these items. This warranty gives you specific legal rights, and you may have other rights that vary from state to state.

### 3. COMPANY'S OBLIGATIONS

If a covered defect occurs during the 1-year warranty period, the Company agrees to repair, replace, or pay the Owner the reasonable cost of repairing or replacing the defective item. The Company's total liability under this warranty is limited to the purchase price of the home when transferred from Hill Country Inc to current Home Owner. The choice among repair, replacement, or payment is the Company's. Any steps taken by the Company to correct defects shall not act to extend the term of this warranty. All repairs by the Company shall be at no charge to the Owner and shall be performed within a reasonable length of time.

### 4. OWNER'S OBLIGATION

Owner must provide normal maintenance and proper care of the home according to this warranty, the warranties of manufacturers of consumer products, and generally accepted standards of the state in which the home is located. The Company must be notified in writing, by the Owner, of the existence of any defect before the Company is responsible for the correction of that defect. Written notice of a defect must be received by the Company prior to the expiration of the warranty on that defect and no action at law or in equity may be brought by the Owner against the Company for failure to remedy or repair any defect about which the Company has not received timely notice in writing. Owner must provide access to the Company during its normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., to inspect the defect reported and, if necessary, to take corrective action.

### 5. INSURANCE

In the event the Company repairs or replaces or pays the cost of repairing or replacing any defect covered by this warranty for which the Owner is covered by insurance or a warranty provided by another party, Owner must, upon request of the Company, assign the proceeds of such insurance or other warranty to the Company to the extent of the cost to the Company of such repair or replacement.

Upon the assessment of construction defect if a claim must be filed with the Company's Insurance reasonable time must be allowed for claim process, insurance inspections and analysis of defect and the finding of facts to be reviewed for a claim to be warranted.

#### 6. CONSEQUENTIAL OR INCIDENTAL DAMAGES EXCLUDED

CONSEQUENTIAL OR INCIDENTAL DAMAGES ARE NOT COVERED BY THIS WARRANTY. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

#### 7. OTHER EXCLUSIONS

THE FOLLOWING ADDITIONAL ITEMS ARE EXCLUDED FROM LIMITED WARRANTY:

- a. Defects in any item that was not part of the original home as constructed by the Company.
- b. Any defect caused by or worsened by negligence, improper maintenance, lack of maintenance, improper action or inaction, or willful or malicious acts by any party other than the Company, its employees, agents, or trade contractors.
- c. Normal wear and tear of the home or consumer products in the home.
- d. Loss or damage caused by acts of God, including but not limited to fire, explosion, smoke, water escape, changes that are not reasonably foreseeable in the level of underground water table, glass breakage, windstorm, hail, lightning, falling trees, aircraft, vehicles, flood, and earthquakes.
- e. Any defect or damage caused by changes in the grading or drainage patterns or by excessive watering of the ground of the Owner's property or adjacent property by any party other than the Company, its employees, agents, or trade contractors.
- f. Any loss or damage that arises while the home is being used primarily for nonresidential purposes.
- g. Any damage to the extent it is caused or made worse by the failure of anyone other than the Company or its employees, agents, or trade contractors to comply with the requirements of this warranty or the requirements of warranties of manufacturers of appliances, equipment, or fixtures.
- h. Any defect or damage that is covered by a manufacturer's warranty that has been assigned to Owner under paragraph 2 of this Limited Warranty.
- i. Failure of Owner to take timely action to minimize loss or damage or failure of Owner to give the Company timely notice of the defect.
- j. Insect or animal damage.

#### 8. MATERIALS

Hill Country cannot guarantee that repairs made will be an exact match as changes in materials due to manufacturing, availability or natural weathering can affect final finish. All repairs will be exact or of comparable likeness, material and quality of original material. Different methods and materials can be used in order to repair to the same or better quality of finish however items beyond our control (manufacturer related, aging, weather, pattern changes and or styles) may affect final finish.

#### 9. NON-TRANSFERABLE

This warranty is applicable to the home located at:

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Owned by: \_\_\_\_\_

This warranty is non-transferable to any other structure or person and only applies to the home for the Owner who received title upon transfer from Hill Country Inc.

#### 10. LANDSCAPE

Landscape is warranted by two categories for Irrigation and the other Plantings

Irrigation equipment: installation and all materials will be warranted for one year for defects and or workmanship.

Plantings (all living organisms) will be warranted for a period of 90 days. Due to the inability to control the Owners habits of watering and maintenance we cannot guarantee a living organisms health overall. If a planting is found to have been effected by an irrigation defect then plant material will be covered. Any alteration to drainage will void warranty claims.

#### 11. ARBITRATION OF DISPUTE

The Owner shall promptly contact the Company's warranty department regarding any disputes involving this Agreement. If discussions between the parties do not resolve such dispute, either party may, upon written notice to the other party, submit such dispute to arbitration one of two ways:

a) with each party hereto selecting one arbitrator, who shall then select the third arbitrator. The arbitrators shall proceed under the construction industry rules of the American Arbitration Association. The award of the majority of the arbitrators shall be final, conclusive, and binding upon the parties. The expenses of the arbitrators shall be shared equally, but each party shall bear its own fees and costs.

b) contact the Better Business Bureau and precede in accordance to the established arbitration procedures at that time.

12. EXCLUSIVE WARRANTY

THE COMPANY AND OWNER AGREE THAT THIS LIMITED WARRANTY ON THE HOME IS IN LIEU OF ALL WARRANTIES OF HABITABILITY OR WORKMAN LIKE CONSTRUCTION OR ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, TO WHICH OWNER MIGHT BE ENTITLED, EXCEPT AS TO CONSUMER PRODUCTS. NO EMPLOYEE, TRADE CONTRACTOR, OR AGENT OF THE COMPANY HAS THE AUTHORITY TO CHANGE THE TERMS OF THIS ONE YEAR LIMITED WARRANTY.

Buyer – Owner

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

Seller – Hill Country Inc.

\_\_\_\_\_ Date \_\_\_\_\_

Andrw George  
President  
Hill Country Inc.  
PO Box 2208  
Eagle, Idaho 83616

# Hill Country Inc. Warranty Claim Form

Home Owner:

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Subdivision \_\_\_\_\_  
Lot and Block \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Fax Number \_\_\_\_\_  
Date: \_\_\_\_\_

Description of Defect:

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

Date when noticed: \_\_\_\_\_

Best time to contact or repair: \_\_\_\_\_

Home Owner(s)

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

Please mail or fax to:

Hill Country Inc.  
PO Box 2208  
Eagle, Idaho 83616  
208.331.1774  
Fax 208.575.9073

If you are not contacted within 48 hours of fax or 5 days from mailing call our office to insure your submittal has been received.