



# NEW CONSTRUCTION PROPERTY & LISTING DISCLAIMER

## NOTICE FROM COMPANY

The following disclaimer applies to all information, content, and materials published on this website and in any associated marketing materials, listing presentations, sales-center handouts, builder brochures, digital publications, online listings, model home information, signage, and other promotional content relating to new construction homes, new home communities, custom homes, spec homes, and other newly built or under-construction residences marketed by Company (Spark Realty, LLC; Spark RE, LLC; Spark Commercial; Spark Real Estate; and Protego CPM) on behalf of a homebuilder, developer, or other property owner (collectively, “Builder”). By accessing, viewing, or relying upon any such information, all prospective purchasers, cooperating brokers, and other users (“Users”) acknowledge and agree to the terms set forth below. These protections apply jointly to Company, Builder, and any affiliated developer or property owner. Buyer should refer to the Spark Legal Disclosures and Disclaimers on the Spark website at [SparkCRE.com/legal](https://SparkCRE.com/legal).

### 1. BASIS AND LIMITATIONS OF NEW CONSTRUCTION INFORMATION

All information published regarding new construction homes — including but not limited to floor plans, elevations, renderings, photographs, square footages, lot dimensions, included features, standard specifications, optional upgrades, finish materials, scheduled completion dates, pricing, and incentives — has been obtained from sources believed to be reliable, principally including information supplied by the Builder. Neither Company nor Builder makes any representation or warranty, express or implied, as to the accuracy, completeness, currentness, or fitness for any particular purpose of such information. Users are solely responsible for independently verifying all information directly with the Builder and through their own due diligence prior to making any decision to purchase, contract for, or otherwise transact with respect to any new construction home.

### 2. RENDERINGS, ILLUSTRATIONS, AND FLOOR PLANS ARE CONCEPTUAL

Architectural renderings, illustrations, computer-generated images, virtual tours, floor plans, and elevation drawings are conceptual representations intended only to illustrate the general design concept of a home or community and may not depict the home as ultimately constructed. Such depictions may show optional features, upgraded finishes, decorator items, custom millwork, landscaping, hardscape, and accessories that are not included in the base price of any home. Window placement, room dimensions, ceiling heights, structural elements, garage configurations, and exterior elevations shown may vary from the home as actually built. Floor plans and elevations may be mirrored, modified, value-engineered, or substituted by the Builder without notice.

### 3. SQUARE FOOTAGE, DIMENSIONS, AND ROOM SIZES

All references to square footage, room sizes, ceiling heights, and dimensions are approximate, derived from architectural plans rather than as-built measurements, and may vary materially in the home as

constructed. Square footage may be calculated using different methodologies — gross, livable, finished, conditioned, or other — that differ from those used by appraisers, county assessors, and other parties. Users intending to rely on any specific dimension should obtain independent measurements after construction is substantially complete.

#### **4. MODEL HOMES AND DECORATOR ITEMS**

Model homes are furnished, decorated, and detailed for marketing purposes and frequently contain a wide range of upgrades, optional features, designer-selected finishes, decorator items, professional landscaping, custom millwork, audio/visual equipment, window treatments, and accessories that are NOT included in the base price of homes purchased from the Builder. Features visible in a model home should never be assumed to be included in any purchased home unless specifically listed in writing in the executed purchase agreement and accompanying specifications.

#### **5. STANDARD FEATURES, OPTIONS, AND UPGRADES**

Builders typically deliver homes with a defined set of standard features and offer a separate menu of optional features and upgrades available at additional cost. Standard feature lists, included items, optional upgrade pricing, and option availability are subject to change at any time by the Builder. Availability of specific options varies by community, phase, plan, lot, stage of construction, and date of contract. Users should obtain a current written features list and option price sheet from the Builder for any specific home or plan they are considering and confirm in writing exactly which items are included in any contracted purchase price.

#### **6. MATERIAL SPECIFICATIONS AND SUBSTITUTIONS**

Builders reserve the right to substitute materials, products, brands, models, suppliers, manufacturers, finishes, fixtures, and appliances of equal or comparable quality at any time, including after a purchase agreement has been signed. Such substitutions may occur due to supply chain disruptions, manufacturing discontinuations, code changes, value engineering, manufacturer recalls, or other factors. Particular brands, model numbers, color names, or product specifications referenced in any marketing material should not be relied upon as guarantees that those exact items will be installed in any specific home.

#### **7. PRICING, INCENTIVES, AND BUILDER PROMOTIONS**

All advertised prices, base prices, lot premiums, option pricing, financing incentives, closing cost contributions, rate buy-downs, design center allowances, and other promotional offers are subject to change at any time without notice. The publication of any pricing or promotional term in marketing materials does not constitute an offer to sell, and no binding agreement shall arise from such publication. Promotional incentives may be subject to eligibility requirements, lender restrictions, contract date cutoffs, minimum loan amounts, and other conditions disclosed in writing at the time of contract.

#### **8. CONSTRUCTION SCHEDULE, COMPLETION DATE, AND DELAYS**

Any estimated or stated completion dates, move-in dates, or delivery schedules are approximate and subject to delays caused by weather, supply chain disruptions, labor shortages, governmental inspection schedules, design changes, change orders, force majeure events, and other conditions beyond Builder's or Company's reasonable control. Neither Company nor Builder guarantees any specific completion or move-in date. Users should not make irrevocable commitments — including the early termination of existing leases, sale of an existing home, school enrollment changes, or relocation arrangements — in reliance on any projected completion date until the home has reached substantial completion and a firm closing date has been provided in writing.

## **9. BUILDER WARRANTIES AND POST-CLOSING SERVICE**

All warranties on new construction homes — whether express, implied, or required by law, including warranties of workmanship, materials, structural integrity, mechanical systems, and finished surfaces — are provided solely by the Builder. Company is not a party to any builder warranty and assumes no responsibility for warranty performance, the timing or quality of any repair, customer service response, or any post-closing obligation of the Builder. Users should obtain and carefully review the Builder's written limited warranty prior to entering into any purchase agreement, as warranty terms, durations, scope, exclusions, and dispute-resolution procedures vary widely among builders.

## **10. HOA, CC&RS, AND COMMUNITY GOVERNANCE DOCUMENTS**

Information published regarding homeowners association membership, declarations of covenants, conditions, and restrictions (CC&Rs), bylaws, design guidelines, architectural review committee processes, monthly or annual dues, transfer fees, special assessments, reserve funds, and community rules reflects information available to Company at the time of publication. Such governing documents and financial obligations are subject to amendment by the developer, association board, or membership in accordance with the documents themselves and applicable law. Users are directed to obtain and independently review the most current version of all community governing documents and HOA financial disclosures prior to entering into any purchase agreement.

## **11. COMMUNITY AMENITIES AND COMMON AREAS**

Information regarding community amenities — including but not limited to pools, clubhouses, fitness centers, parks, trails, dog parks, pickleball or tennis courts, gates, security features, and other improvements — describes amenities that are planned, under construction, or completed as of the date of publication. Amenities may be reconfigured, reduced in scope, relocated, delayed, phased, eliminated, or substituted by the developer based on market conditions, regulatory requirements, financial considerations, or other factors. Construction of community amenities is generally subject to phase progress and infrastructure approvals, and may not be completed at the time any individual home closes.

## **12. PHASED DEVELOPMENT**

Many new home communities are developed in multiple phases over a period of months or years. The mix of floor plans, elevations, included features, standard finishes, pricing, lot configurations, infrastructure, and amenities offered in later phases may differ materially from those offered in earlier phases. The pace of phase release, the order of home construction, the timing of amenity delivery, and the eventual buildout of the community are subject to change based on market conditions, regulatory matters, and other factors at the developer's sole discretion.

## **13. BUILDER FINANCING AND PREFERRED LENDER PROGRAMS**

Any incentive or promotional offer tied to use of a Builder's affiliated, preferred, or recommended lender is subject to specific eligibility requirements, contract date cutoffs, loan program restrictions, minimum loan amounts, appraisal contingencies, and other conditions. Use of a preferred lender is generally not a condition of purchase. Users are encouraged to compare independent loan offers from non-affiliated lenders. Where an affiliated business arrangement exists between Builder and a preferred lender, appropriate written disclosures will be provided as required by federal law.

## **14. PROPERTY TAX ESTIMATES**

Any property tax figures referenced in marketing materials — including monthly mortgage payment estimates that include taxes — are typically based on prior-year assessments of land only, partially completed improvements, or comparable nearby properties, and do not reflect the property taxes that will ultimately be assessed once the home is fully completed and reassessed by the county assessor. Actual property taxes on a new construction home are commonly substantially higher than initial published estimates. Users should not rely on any published tax estimate

for budgeting purposes without confirming the projected fully-assessed tax obligation directly with the county assessor or a qualified tax professional.

## **15. ENTITLEMENTS, PERMITS, ZONING, AND REGULATORY MATTERS**

Any information published regarding entitlements, zoning classifications, conditional use permits, variances, development agreements, permitted uses, density, floor-area ratio, height limits, setbacks, or future development potential reflects conditions as understood at the time of publication. Entitlements and regulatory approvals are subject to amendment, expiration, appeal, moratorium, or revocation by governmental authorities at any time without notice. Neither Company nor Builder assumes liability for changes in entitlement status, zoning, building code, or land use regulations occurring after the date materials are prepared. All Users are directed to independently verify current entitlement, permit, and regulatory status directly with the applicable governmental authority.

## **16. SURROUNDING AREA, FUTURE DEVELOPMENT, AND VIEWS**

References to surrounding area, neighborhood character, school assignments, adjacent land uses, neighboring properties, and views — including mountain, valley, water, skyline, or open-space views — reflect conditions as observed at the time of publication. None of these conditions is guaranteed, and all may be materially altered or eliminated by future development, vegetation growth, governmental action, or other factors. School district boundaries and school assignments are subject to change by the applicable school district. Future construction on adjacent or nearby parcels — including by the same Builder, the same developer, or unaffiliated parties — may affect noise, traffic, light, privacy, view, and access conditions in ways neither Company nor Builder can predict or control.

## **17. PUBLIC INFRASTRUCTURE, ROADS, AND PARKING**

Information regarding public roads, streets, highways, intersections, access points, and parking facilities reflects conditions at or near the time of publication and is subject to change by governmental agencies at any time, including road widening, realignment, closure, conversion, changes in parking regulations, new or removed traffic controls, and construction of new roads or highway interchanges. Neither Company nor Builder guarantees the continued availability, configuration, or condition of any public road or parking facility referenced in any marketing materials.

## **18. RENDERINGS OF MATERIALS, COLORS, AND FINISHES**

Photographic and digital depictions of materials, colors, stains, finishes, countertops, cabinetry, flooring, tile, paint, hardware, plumbing fixtures, lighting, and appliances may not accurately reflect actual product appearance due to printing, screen-rendering, lighting, and reproduction limitations. Color samples and physical product samples available at the Builder's design center or model home should be relied upon for color and finish selection rather than digital or printed marketing depictions.

## **19. No Legal, Tax, or Professional Advice**

Company and its agents are licensed real estate professionals, not attorneys, accountants, contractors, engineers, architects, or licensed home inspectors. Any information or guidance provided to Users that touches on legal, tax, construction, structural, mechanical, design, or inspection matters is provided for general informational purposes only and should not be relied upon as a substitute for professional advice.

**EACH PROSPECTIVE BUYER IS STRONGLY ENCOURAGED TO CONSULT THEIR OWN QUALIFIED LEGAL, TAX, AND CONSTRUCTION ADVISORS WITH RESPECT TO THEIR PARTICULAR CIRCUMSTANCES AND THE IMPLICATIONS OF ANY NEW CONSTRUCTION PURCHASE.**

## **20. ARTIFICIAL INTELLIGENCE (AI) USE**

Company may utilize artificial intelligence, machine learning tools, or automated technologies ("AI Tools") in the course of marketing new construction homes, including in property descriptions, image enhancement, virtual staging, floor plan rendering, and other activities. AI-generated or AI-assisted content is provided for informational and

convenience purposes only and may contain errors, omissions, inaccuracies, or outdated information. Users should independently verify all such content. Company does not assume liability for errors generated by AI Tools, misinterpretation or misuse of AI-generated content, or decisions made in reliance on AI-assisted outputs. Company is not responsible for unauthorized use, reproduction, modification, or distribution of its content — whether human- or AI-generated — by third parties, including use in external AI systems, data scraping, or model training activities.

## 21. INDEPENDENT DUE DILIGENCE

All Users are strongly advised and expected to conduct thorough independent due diligence with the assistance of qualified legal, financial, tax, technical, construction, and other licensed professionals before making any decision to purchase a new construction home. Recommended due diligence includes:

- Reviewing the Builder's written purchase agreement and all addenda with qualified legal counsel.
- Obtaining and reviewing the Builder's written limited warranty, including its scope, duration, and dispute-resolution provisions.
- Obtaining and reviewing all HOA governing documents, financial disclosures, and resale certificates.
- Obtaining independent third-party home inspections at appropriate construction milestones (typically pre-drywall, final, and eleven-month inspections).
- Independently verifying school assignments, projected property taxes, homeowners insurance availability, and utility costs.
- Obtaining independent loan estimates from non-affiliated lenders for comparison against any preferred lender program.
- Independently verifying entitlement, permit, and regulatory status with the applicable governmental authorities.

## 22. LIMITATION OF LIABILITY

To the fullest extent permitted under applicable Utah law, neither Company nor Builder, nor any developer, contractor, agent, or affiliate of either, shall be liable to any User, prospective purchaser, cooperating broker, or other third party for any direct, indirect, incidental, consequential, or special damages arising from: (i) reliance on any information published on this website or in associated marketing materials; (ii) any inaccuracy, omission, or change in any information described herein; (iii) any decision to purchase or not purchase any home based on such information; (iv) any delay in construction, change in plans or specifications, or substitution of materials; (v) any condition of the home, the community, or surrounding area not disclosed in writing prior to closing; or (vi) any Builder warranty service performance. Users access and rely on information published in marketing materials entirely at their own risk.

By signing below, Buyer acknowledges that the Company has recommended engagement of the above categories of professionals and that Buyer has had the opportunity to do so.

## RECEIPT AND ACKNOWLEDGEMENT OF BUYER

I have carefully reviewed this BUYER DUE DILIGENCE CHECKLIST. I understand my right and the recommendation of the Company to consult with appropriate experts and professionals prior to, or as part of an offer to purchase any property. **I FURTHER UNDERSTAND THAT I HAVE THE RIGHT TO INCLUDE ANY OR ALL OF THE ABOVE ISSUES AS A CONDITION OF MY OFFER TO PURCHASE ANY PROPERTY BUT THAT THE SELLER IS NOT OBLIGATED TO ACCEPT THEM.**

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Buyer Signature

Date

Buyer Signature

Date

Provided to Client by Company at (date/time):

Company Representative: