

LIMITED BUILDER'S WARRANTY COVERAGE

AIR CONDITIONING LIMITED WARRANTY:

Performance When air conditioning is included in the home, the system should be capable of maintaining a temperature of 78 degrees or a differential of 20 degrees from the outside temperature, measured in the center of each room at a height of five (5) feet above the floor. Lower temperature settings are often possible but are not promised by the manufacturer for American Legend Homes.

Refrigerant The outside temperature must be 70 degrees or higher for refrigerant to be added to the system.

Compressor It is important to maintain the A/C compressor in a level position. If it "settles" during the first year, American Legend Homes will correct this one time. Subsequently, the homeowner must maintain it.

APPLIANCES LIMITED WARRANTY

Review all literature provided by the manufacturer regarding the proper use and care of the appliances. Kitchen appliances are warranted directly to you by their manufacturers. Usually this warranty is for one year. Refer to literature on each appliance for details and limitations.

Registration Mail warranty registration cards directly to the manufacturer.

Service If a problem arises with an appliance, call the Warranty Service number listed in the manufacturer's warranty. When reporting warranty items to the appliance manufacturer, be prepared to supply the following information.

- 1 The date of purchase (closing).
- 2 The serial and model numbers (found on a metal plate on the side or bottom of the appliance).
- 3 A description of the problem.

ANTIQUÉ/POLISHED BRASS LIMITED WARRANTY

There is no warranty coverage on the cosmetic finish of antique brass or brass fixtures, lights, hardware or plumbing.

CABINETS LIMITED WARRANTY

Cabinets should operate properly under normal use. Doors, drawer fronts and handles should be level and even.

Warping Warped doors or drawer fronts will be corrected if warpage is in excess of ¼" within and 24" distance.

Separation Gaps between cabinets and ceiling or cabinets and walls will be corrected by caulking or other means if they are in excess of 1/8" (locations behind appliances expected).

Wood Grain Readily noticeable variations in wood grain and color are expected in all style selections. Replacements will not be made due to such variations.

Surface Damage Only those chips, scratches, and other flaws in surfaces which are noted on the Pre-Settlement Agreement will be repaired.

CAULKING LIMITED WARRANTY

Caulking is a Homeowner maintenance item.

CERAMIC TILE LIMITED WARRANTY

Cracked, badly chipped or loose tile will be repaired or replaced, as necessary unless due to damage by Homeowner. American Legend Homes is not responsible for variations in color or discontinued patterns. New grout may vary in color from the original. Cracks appearing in grouting of ceramic tile at joints or junctions with other materials are commonly due to normal shrinkage conditions. American Legend Homes is not responsible for color variations in grout or discontinued tile. Any grouting or caulking that is needed after that time is considered Homeowner maintenance.

CONCRETE LIMITED WARRANTY

CONCRETE IS NOT WARRANTED AGAINST CRACKING. FLATWORK IS NOT WARRANTED. CONCRETE SLABS ARE NOT REPLACED DUE TO CRACKING.

Cracking Flatwork Flatwork includes garage floors, porch, patio, driveway and sidewalks.

Walk, Garage Slab, Driveway Driveways, walks and patios are designed to "float"; they can move without affecting the foundation. Movement of these and resulting cracking will be minimized by proper maintenance of landscaping. American Legend Homes will seal cracks that reach 1/4" in width or vertical displacement one time during the first year. Thereafter, this is Homeowner maintenance.

Settling or Heaving Moderate settling, heaving and/or cracking of porch or patio slabs can require cosmetic repairs, which American Legend Homes will provide one time during the warranty period.

Grade Changes If Homeowner changes to grading, drainage, landscape design or failure to perform needed maintenance has caused the damage, corrective measures will be suggested, but you will be responsible for their implementation. Cracking of the thin mortar finish over exposed foundation walls is not warranted.

CONDENSATION LIMITED WARRANTY

There is no warranty against condensation.

COUNTERTOPS LIMITED WARRANTY

Separation Separation of countertops at walls and the backsplash are the result of normal shrinkage materials. Separation at the wall or at the counter in excess of 1/16" will be required by caulking and subsequently will be a Homeowner responsibility. It is important to keep moisture from reaching the wood under the laminate to prevent warping.

Cosmetic Damage Any major surface imperfections, chips, cracks, scratches, etc., should be noted on the Purchaser's Pre-settlement Agreement. Thereafter, they are considered the Homeowner's responsibility.

Laminated Laminated countertops typically will have one or more discernible seams. There should be no gap at the seams. Gaps at seams or differential at other joints in excess of 1/16" will be repaired.

Hard Surface Where backsplash joints occur at corners, the top edges should be even within 1/16".

Ceramic Tile Cracks appearing in grouting of ceramic tiles at joint or junctions with other materials are commonly due to normal shrinkage conditions. American Legend Homes will repair grouting, if necessary, one time during first year. Any grouting or caulking that is needed after that time is considered Homeowner maintenance.

American Legend Homes will repair stress-cracked tile one time within the first year, but is not responsible for color variations or discontinued tile or grout. Sealing tile and grout is a Homeowner responsibility.

DOORS LIMITED WARRANTY

Due to normal settling of the home, doors may require adjustment for proper fit. American Legend Homes will make such adjustments one time during the first 12 months.

Chips or other damage in the finish, noted on the Purchaser's Pre-settlement Agreement will be repaired.

Doors (excluding 8' doors) that warp in excess of 1/4" will be replaced or repaired at American Legend Homes' discretion.

Panels of wood doors will shrink or expand in response to changes in temperature and humidity. Touch-up paint or stain for unfinished areas that are exposed as a result are a Homeowner responsibility. Split panels that allow light to be visible will be corrected by American Legend Homes by filling (not replacing) during the first year of ownership.

DRYWALL LIMITED WARRANTY

Some slight cracking, nail “pops” and/or drywall seams may become visible in walls and ceilings. These occurrences are normally caused by the shrinkage of the wood to which the drywall is attached.

Lighting Conditions Repairs will not be made on flaws which are only visible under particular lighting conditions.

Repainting If the drywall repair is required as a result of poor workmanship (such as blisters in tape), or other warranty-based repair (such as a plumbing leak), American Legend Homes will touch up the paint to complete the repair of the damaged area. Homeowner will be responsible for custom paint colors or wallpaper that has been applied subsequent to closing. Paint touch-up may not match surrounding area; wallpaper dye lot variations will be the responsibility of the Homeowner.

ELECTRICAL LIMITED WARRANTY

Any electrical wiring that fails to carry its designed load will be repaired to meet specifications.

Light Bulbs Light fixtures are installed in the locations indicated on the house plans and will not be moved by American Legend Homes. All fixtures are installed with 60watt light bulbs or specified decorator bulbs. The Homeowner is responsible for replacing any burned out bulbs other than those listed on the Purchaser’s Pre-settlement Agreement.

Fixtures Fixtures which are noted as damaged on the Purchaser’s Pre-settlement Agreement will be repaired or replaced. There is no warranty on fixtures supplied by the Homeowner.

GFCI Breaker The Ground Fault Circuit Interrupter (GFCI) is required by building code as a safety feature. The electrical outlets in all bathrooms, the garage, basement, entry, kitchen, wet bar and patio or balcony are connected to this breaker. It is a sensitive system that trips easily to prevent electrical shock in these locations.

The test/reset buttons (located on only one of the outlets on the system) control the entire system.

NOTE: DO NOT PLUG A FOOD FREEZER INTO ANY OUTLET ON A GFCI CIRCUIT. FOOD SPOILAGE CAN RESULT!!!! AMERICAN LEGEND HOMES IS NOT RESPONSIBLE FOR SUCH AN OCCURRENCE.

Power Surge Power surges are the result of local conditions beyond the control of American Legend Homes. These can result in burned out bulbs.

EXPANSION & CONTRACTION LIMITED WARRANTY

The Limited Warranty does not cover these occurrences. Refer to individual categories for specific information.

EXTERIOR BRICK LIMITED WARRANTY

Exterior masonry may have chips, irregular surfaces, color variations, etc. which occur during manufacturing and/or handling. Unless such conditions affect the structural integrity of the home, they will not be repaired.

FIREPLACE LIMITED WARRANTY

Fireplaces are not intended to be the sole heat source in the home. The fireplace should function properly when American Legend Homes' and the manufacturer's directions are followed.

Down Draft Although extremely high winds can result in a down draft, this condition should be temporary and occasional. The cause of continuous malfunction will be determined and corrected.

Discoloration Discoloration of the firebox or brick is the normal result of use and requires no corrective action.

Cracks Mortar style fireplaces may develop cracks due to temperature changes and other factors. Damage to glass doors, when included with the home, will be corrected if noted during the Home Buyer Review IV. Homeowner should follow manufacturer instructions for using glass doors.

Chimney Separation A slight separation in a newly constructed chimney may occur. Separation from the main structure in excess of ½" in 10" will be repaired; caulking is acceptable in the majority of cases.

Exterior Masonry Exterior masonry may have chips, irregular surfaces, color variations, etc., which occur during manufacturing and/or handling. Unless such conditions affect the structural integrity of the home, they will not be repaired.

Direct Vent Because of its support for energy efficient homes, American Legend Homes offers direct vent gas fireplaces. Gas fireplaces are checked during the Home Buyer Review IV to confirm it is operational. Be aware of a delay between the turning the switch on a flame ignition. The flames should ignite gently and silently. Read and follow all manufacturer directions.

If you notice any deviation in this or any gas smell, shut the switch off immediately and report it immediately.

FLOOR COVERING LIMITED WARRANTY

Color selection sheets provide a record of the brand, style, and color of floor coverings in your home. Please retain this information for future reference.

Carpet Carpet seams will be visible. No gap or fraying is acceptable. Edges of carpet along moldings and edges of stairs should be held firmly in place.

In some areas, metal or other edging material may be used where carpet meets another floor covering.

Stains or spots noted on the orientation list will be corrected by cleaning, patching, or replacement. American Legend Homes will not be responsible for dye lot variations if replacements are made.

Circumstances that result in the carpet becoming wet do not necessitate its being replaced.

Resilient Resilient floor covering should adhere; lifting or bubbling will be repaired. In the event that nail "pops" should appear on the surface of resilient floor covering, these will be repaired.

In any situation which requires replacement, American Legend Homes will not be responsible for discontinued selections.

Seams will occur and are sealed at the time of installation. There should be no gaps or curling at seams.

Ridges Some ridges will be visible in vinyl flooring. Ridges that exceed 1/8 inch in 3 inches will be repaired.

Hardwood Floors Readily noticeable cosmetic defects noted on the Home Buyer Review IV list will be corrected by American Legend Homes. Homeowner is responsible for routine maintenance of hardwood floors.

Ceramic Tile See Ceramic Tile under Counter Tops Limited Warranty.

Marble There is no warranty coverage on the cosmetic appearance of marble. If a marble tile becomes loose, American Legend Homes will repair it.

GARAGE OVERHEAD DOOR LIMITED WARRANTY

The garage door should operate smoothly and with reasonable ease. The door can become misaligned and require adjustment, which American Legend Homes will provide.

Light Visible Garage overhead doors cannot be airtight and typically light will be visible around edges and the top of the door. Severe weather conditions may result in some precipitation entering around the door.

GAS SHUT OFFS

There is a shut off on the gas line at or near its connection to each item that operates on gas. In addition, there is a main shut off at the meter. These are pointed out during the Home Buyers Review IV. If you suspect a gas leak, leave the home and call the gas company immediately for emergency service.

GRADING & DRAINAGE LIMITED WARRANTY

The final grading is established to insure adequate drainage away from the home.

Swales In most cases, drainage swales do not follow property boundaries. American Legend Homes will not alter drainage patterns to suit individual landscape plans. Typically a lot will receive water from and/or pass water on to other lots. For this reason, Homeowner changes in grade often affect those adjacent or nearby. American Legend Homes advises Homeowners against making such changes. After rainfall, water should drain from swales within 48 hours.

Winter Grading In some regions, due to weather conditions, especially during winter and early spring, it may happen that the final grade has not been established at the time of closing. When conditions permit grading work will continue. The Homeowner should check on the status of his/her grading prior to beginning landscaping.

Roto-Tilling Homeowner is cautioned that roto-tilling the site will often significantly change drainage swales, as will erosion resulting from site remaining unlandscaped for a long period. If roto-tilling is done, it should be done parallel to the swales rather than across them.

Erosion American Legend Homes is not responsible for weather caused damage to unlandscaped yards after the final grade has been established or the closing date, whichever occurs last. Washouts from roof water are not covered by the warranty.

New Sod New sod installation and the extra watering that accompanies it can cause temporary drainage problems, as can usually severe weather conditions. No action by American Legend Homes is provided for this condition.

Recommendations

American Legend Homes will inspect problems reported in writing during the one-year warranty period and advise Homeowner as to corrective actions he/she might take.

Backfill Settlement Backfilled or excavated areas around foundation and at utility trenches should not interfere with the drainage away from the house. If these areas settle American Legend Homes will correct them one time.

Under Concrete American Legend Homes will fill visible sunken areas under concrete.

Positive Drainage Maintenance of positive drainage away from the foundation as well as all concrete slabs and walks is a Homeowner responsibility.

Failure to maintain these areas can result in damage to the foundation and void the LIMITED WARRANTY. Homeowner should expect some settling of backfill soils.

GUTTERS & DOWNSPOUTS LIMITED WARRANTY

Overflow Gutters may overflow during periods of excessively heavy rain. It is expected that small amounts of water (up to 1") will stand for short periods of time in gutters immediately after rain. No correction is required for these conditions.

Downspouts Downspouts are placed to carry water to the ground and into extensions or splash blocks, which then direct the flow away from the foundation; Homeowner is responsible for maintaining them. Downspouts should be kept in the down position. These should discharge outside of rock or bark beds so that water is not dammed behind the edging materials which might be used.

HEATING SYSTEM LIMITED WARRANTY

Engineering Heating systems will be installed in accordance with local building codes, as well as engineering designs of the particular model home. Adequacy of the system is determined by its ability to establish a temperature of 70 degrees, as measured in the center of the room, five (5) feet above the floor. In extremely cold temperatures (10 degrees below or colder), the system should be able to maintain a temperature differential of 80 degrees. Thermostats are calibrated to plus or minus 5 degrees.

Furnace Sounds Expansion or contraction of metal ductwork will typically result in some ticking or popping sounds. It is not possible to eliminate these sounds. Loud "oil canning" will be corrected by American Legend Homes.

Ductwork Although the heat system is not a "sealed system", the ductwork should remain attached and securely fastened. If it becomes unattached, American Legend Homes will repair as needed.

Registers Heat register covers are removable and adjustable. Homeowner is responsible for adjusting the dampers in these covers to regulate the heat flow within the home. In particular, attention is drawn to the fact that rooms further away from the furnace will need to have vents opened more.

Duct Placement The exact placement of heat ducts may vary slightly from those positions shown in similar floor plans.

INSULATION LIMITED WARRANTY

Insulation will be installed to meet or exceed the building codes applicable at the time of construction.

MIRRORS LIMITED WARRANTY

Damage to mirrors noted during the Orientation will be corrected. There is no other warranty coverage on mirrors.

PAINT & STAIN LIMITED WARRANTY

American Legend Homes will touch-up paint as indicated on the orientation list.

Touch-up Homeowners will be responsible for all subsequent touch-ups unless provided as part of another warranty repair. Homeowners will receive a sample of each interior paint used for subsequent touch-ups. This paint should be stored so as not to be affected by freezing temperatures.

Touch-up Visible Paint touch-ups are sometimes visible under certain lighting conditions. For additional details on touch-ups needed as a result of repairs, see individual categories of Drywall, Plumbing, etc.

Wood Grain Due to wood characteristics, color variation will result when stain is applied. There will be no repair or replacement on such variations.

Fading Fading of exterior paint or stain can be expected due to the effects of sun and weather. No repair is provided for this occurrence.

Cracking Wood trim will develop some minor cracks and raised grain as it ages and dries. Much of this will occur during the first year. Raised grain can result in peeling paint; however, this is not due to a defect in materials or workmanship. Paint maintenance of wood trim and gutters is a Homeowner's responsibility.

Paint Colors Wood trim painted white or light colors will more readily show grain and cracks and will therefore require additional maintenance by Homeowner.

PLUMBING LIMITED WARRANTY

All drains and sewer lines should operate freely. Obstructions resulting from construction debris will be corrected by American Legend Homes. American Legend Homes will correct clogged drains that occur during the first thirty (30) days after closing. Obstructions removed during this time period, which are shown to be the result of Homeowner action, will be corrected at the Homeowner's expense.

Leaks

American Legend Homes will repair warrantable leaks in the plumbing system. If a plumbing leak caused by a warranted item results in drywall or floor covering damage, this will be repaired by American Legend Homes. No adjustments will be made for secondary damages (wallpaper, drapes, personal belongings, etc.).

Homeowner insurance should cover these items.

Noise Changes in temperature or the flow of the water itself will cause some noise in the pipes. This is normal and requires no repair. Consistent "water hammer" will be repaired. Temperature variations can be expected if water is being used in more than one location of the home.

Cosmetic Damage Any fixture damage noted on the Orientation list will be repaired. Chips, scratches, etc., reported subsequent to the Orientation list will not be repaired. Homeowner is responsible for the following manufacturer's directions for caring for fiberglass products.

Exterior Faucets Outside faucets should be protected during periods of extreme cold. Hoses must be removed after each use. If a hose is left attached, the water that remains in the hose can freeze and expand back into the pipe, causing a break in the line. American Legend Homes will repair any problems with these faucets noted on the Orientation list. Subsequent to Orientation, repairs of broken lines to exterior faucets will be the Homeowner's responsibility.

Shower Doors Clean shower glass with a window squeegee to prevent water spotting. Some glass cleaners can damage metal shower doorframe finish. Check with the manufacturer for specific recommendations.

SMOKE DETECTOR LIMITED WARRANTY

American Legend Homes does not represent that the performance of the smoke detection device will provide the protection for which it is installed or intended. Insurance, if any, must be obtained by the Homeowner.

VENTS LIMITED WARRANTY

Attic ventilation is required by the building codes and therefore cannot be omitted. Occasionally, depending on the force and direction of the wind, rain, or snow will infiltrate through these vents causing spotting on the ceiling.

American Legend Homes is not responsible for such weather damage and will not make repairs in these instances.

WOOD TRIM LIMITED WARRANTY

Interior Minor imperfections may be visible. American Legend Homes will correct only those defects (i.e., chips, gouges, etc.), noted on the Purchaser's Pre-settlement Inspection. Separation of wood trim from the adjacent material is normal as a result of shrinkage which can require caulking as a repair. This is a Homeowner maintenance responsibility.

Exterior Damaged trim boards and/or shutters, noted on the Pre-settlement Inspection list, will be corrected.

Shrinkage Shrinkage of trim boards will be handled in the same manner as siding.

Raised Grain Because of the effect of the weather on natural wood, you should expect raised grain to develop. This is normal and not a defect in the wood or paint. White or light colors will more readily show grain and cracks and require more maintenance.