

3~5~10 Legend Homes Warranty Coverage

LEGENDHOMES refers to “defects” in the Warranty Agreement as flaws in the materials or workmanship used in constructing the Improvements, due to non-compliance with the Residential Construction Performance Guidelines compiled by the National Association of Home Builders. We have included information in the following chapters of your Homeowner Handbook that will specify in detail how we will address issues that may arise in the first year of ownership of your new home.

As the “Warranty Agreement” is a legal document, you will find in the next sections language that explains the precise limits of our obligations. We encourage you to read these sections carefully to avoid any future misunderstanding about this Warranty Agreement.

Cosmetic Deficiencies Covered for 30 Days

LEGENDHOMES will repair Cosmetic Deficiencies only if such problems

are caused by defects in materials or workmanship. Cosmetic Deficiencies caused by Owner are not covered by this Warranty Agreement. Unless Owner notifies LEGENDHOMES in writing of a specific Cosmetic Deficiency within **30 days of the closing date**, the Cosmetic Deficiency will not be covered by this Warranty Agreement.

Cosmetic Deficiencies means:

- Chipped or scratched countertops, cabinets, paint, flooring, porcelain tile, grout, marble, plumbing fixtures, glass, windows or mirrors.
- Dents or dings in garage door
- Torn screens

Performance Guidelines Covered for **Three** years

LEGENDHOMES warrants that the home will be constructed in accordance with the Performance Guidelines for a

period of **three years** beginning on the closing date of the home, unless a shorter period is specified in the Performance Guidelines.

One Time Touch-up Coupon

LEGENDHOMES offers a One Time Touch-up Coupon which can be used anytime in the first year after your closing date and expires on your **one year** anniversary. This coupon covers the drywall issues that may occur as your home acclimates to being a conditioned space. We do recommend letting your home go through a complete heating and cooling cycle, or around the tenth or eleventh month of the first year in your home, to redeem your coupon.

Annual Warranty Visits

As part of the LEGENDHOMES commitment to quality and service we schedule a Warranty Visit each year during the first **three years** after you close your home. During

LEGENDHOMES Warranty Summary

this visit one of our Customer Care Representatives will review your home with you to identify any warrantable items that need to be addressed before the end of your warranty period. Your representative will also identify homeowner maintenance items that need your attention to insure the longevity of your Legend Home. Quality workmanship, in conjunction with a good home maintenance plan will make your homeowner experience a pleasant one.

The Next Ten Years...

The State of Oregon has a "statute of repose" for the protection of consumers, for a period of **ten years**. If you suffer damage or loss within that time, caused by a defect from the original construction, you may report it to **LEGEND HOMES** under the warranty. You should follow the steps spelled out in ORS 701.565, to protect your interests, by notifying **LEGEND HOMES** in writing of the specific defect (s) you are concerned about, and we will do what we can to help you. All of us at Legend are proud of

our homes, and we intend them to last.

Appliances Covered by Manufacturer's Warranties

The following Appliances are covered by manufacturer's warranties and are not covered by this Warranty Agreement. However, if you discover a defect in any Appliance installed by **LEGENDHOMES** during a period of one year from the closing date of the home, **LEGENDHOMES** will assist you in your efforts to enforce the manufacturer's warranty.

Appliances means:

- Dishwasher / Trash Compactor
- Range / Microwave Oven
- Refrigerator / Washer and Dryer

Warranty Service

For performance under this Warranty Agreement, the instructions in the Reporting Procedures section of the Homeowner Handbook must be followed. If a claim is

covered, **LEGENDHOMES** will decide whether to repair or replace the defective item. **LEGENDHOMES** has no obligation to reimburse Owner for amounts paid by Owner to a repairman or contractor. All claims not reported to **LEGENDHOMES** prior to the expiration of this Warranty Agreement will not be covered by the Warranty Agreement.

Transferability

This Warranty Agreement will automatically transfer to subsequent purchasers of Owner's property within the term of the Warranty Agreement. A transfer of this Warranty will not restart the Warranty term.



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