

# New Home Warranty And Maintenance Manual

warranty@legacyhomesnebraska.com

Legacy Homes Warranty Department 12040 McDermott Plaza, Suite 200 La Vista, NE 68128 Contact Us via Submission Request

### Dear Homeowner:

Thank you for choosing us to build your new home. We know how proud you are of your new home. We too, are proud of the care we have taken to design and construct a quality home for you. We have prepared this handbook to help answer your anticipated questions and to make your home-buying experience more pleasurable and carefree. This handbook details the responsibilities that you and our company have before, during and after occupancy of your home. There are many valuable tips on proper care and maintenance of your home, as well as what to look for at your New Home Orientation.

This handbook will also detail our warranty procedures, which will enable you to receive the best possible service. Please read it carefully, Warranty Team during your signoff or after closing. We wish you many happy years in your new home!

Our philosophy at Legacy Homes is pretty basic—to keep our customers satisfied. That philosophy is reflected in our generous warranty policy. Your Legacy Homes Warranty program was developed to make living in your home as pleasant and trouble free as possible.

Sincerely,

Legacy Homes

Legacy Homes Mission Statement

To create homes we are proud of, and our customers love.

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### PRIOR TO CLOSING ON YOUR NEW HOME

### **Quality Assurance Program**

During the entire construction process, your new home has Quality Assurance inspections by our Production Staff. These inspections ensure your new home meets our high standards. We inspect every feature of your home so we can take pride in delivering this quality-built home to you. We will not deliver your new home if it does not pass our quality standards.

### **New Home Orientation**

We will ask you to attend a New Home Orientation in your new home before closing. This will occur approximately four working days before closing. It is your pre-closing and acceptance review. Your Sales Associate will contact you to schedule this appointment and may be present as it occurs. Your Superintendent will conduct the actual New Home Orientation. Please meet them at your home to begin your review. Only parties on the purchase agreement to your home will attend this orientation to review your new home. If you feel it is necessary to have someone else inspect your home, please arrange for this, with your Sales Associate, prior to your New Home Orientation. Your Superintendent will review the purpose and intent of your New Home Orientation form with you. Your Superintendent will ask you to sign the form at the conclusion of the orientation. Your signature verifies your agreement that any required adjustments appear on this form. The normal New Home Orientation should take approximately two hours.

Your Superintendent will familiarize you with all appliances and normal homeowner maintenance procedures during the orientation. This, along with your individual information packets, will help you obtain the maximum performance from the products in your home.

Prior to closing, it is the homeowner's responsibility to contact all utility companies to schedule the transfer of the accounts into your name as of your closing date. Legacy Homes will not be responsible for any bills or outstanding balances after your closing date. All trash service, HOA payments, cable, internet, etc. should be scheduled to begin as of your closing date.

PLEASE BE AWARE THAT LEGACY HOMES, INC. WILL NOT BE RESPONSIBLE FOR ANY ITEMS OF A MINOR COSMETIC NATURE. These items include, but are not limited to, color variations in wood, concrete, small cracks, chips, dents and other normally occurring variations in finishes that do not affect the functionality of your home. Legacy Homes, Inc. WILL BE responsible for construction damage and we will note it on your New Home Orientation form.

Retain a copy of this orientation document, for your records, after you and your Superintendent sign it. It may help to have this form handy to check off items as we complete them.

### **New Home Orientation Sign Off**

At the conclusion of your New Home Orientation, your realtor will confirm your sign off (the day of your closing) to review the Orientation list and ask you to acknowledge completion of all items. If items are not complete, we ask you not to initial them as complete. We believe in our zero-defect completion of your home so much, that if items are not complete, we may postpone your closing to ensure the proper completion of your home before you close. We have constructed your home to a set of plans and specifications. Please note, if there is a conflict, information between applicable plans, specification and standards, actual construction shall supersede and govern. At sign off, you are accepting the home as constructed and we will warrant your home as constructed.

### WARRANTY INTRODUCTION

### A Beautiful Home Deserves Great Care:

WELCOME TO YOUR NEW HOME! We want you to be satisfied with your new home. It represents the finest in workmanship and design. It is built to last and complies with Legacy Homes rigid building standards.

TIMES HAVE CHANGED IN HOME BUILDING. Not too long ago, all new home superintendents were a one-man operation. Home building is now the second largest industry in our country, behind agriculture. The industry has developed new materials and designs that add to the quality, beauty and durability of new homes. Today's superintendent deals in people, materials and management, resulting in better designed, better built and better equipped homes.

Your Legacy Home is the culmination of years of experience in design and craftsmanship, combined with the careful use of some of the finest building materials and equipment available today. More than 10,000 component parts make up your new home. Thousands of people had a hand in producing them. Your new home meets, and in many cases exceeds, the rigid building standards and codes of your community. With proper care and maintenance, it will be a continuing source of day to day happiness for you and your family, as well as a sound investment for years to come.

Again, may we say .... WELCOME TO YOUR NEW "LEGACY HOME".

### Your ENERGY EFFICIENT Home:

Your new Legacy Home is an ENERGY EFFICIENT home. This means that when operated according to the New Home Warranty and Maintenance Manual, your home will be more energy efficient than a home built to comply with the current International Residential Code. However, the extent that you realize the projected benefits and savings that result from the enhancements made to your home to become an energy efficient home will depend on how you use your home. Adherence to the maintenance and usage policies set forth in the New Home Warranty and Maintenance Manual will allow you to fully realize the benefits and savings of your new energy efficient Legacy Home. By purchasing an energy efficient Legacy Home, you will have all the features you desire in your new home, plus better energy efficiency all while helping to reduce greenhouse gas emissions.

### "BREAKING IN" Your New Home:

During your early months of occupancy your new home will require careful "breaking in" just like a new automobile. With proper maintenance, your home will serve you, and others who may follow you, for many years. <u>Homeowner maintenance</u> starts after closing.

Some normal concerns may develop during the early months of living in your new home. You need to anticipate some minor problems. Don't be upset when they occur. Many of the concerns that will arise are homeowner maintenance items that are your responsibility. Other items will be the responsibility of the installing vendor or manufacturer of the item. We list most of these items in the following chapters and we will clarify who is responsible for each item. A general knowledge of proper maintenance and an understanding of materials and how they react to heat, cold and humidity through expanding or contracting will be very helpful. This booklet will acquaint you with some of this information.

### Non-Warrantable Items vs. Warranty:

A superintendent cannot build a 100% perfect home. The wide range of materials used in your new home are subject to some degree of slight imperfection through handling and installation. Minor scratches, dents, or other imperfections in wood trim, sliding glass doors, countertops, doors and other areas will occur and are unavoidable. Natural variations in wood surfaces will cause minor variations in wood finishes. We will correct these imperfections if they are of a magnitude to be readily and immediately apparent, prior to home closing. After closing your warranty does not cover imperfections or cosmetic items such as minor and/or hard to see nicks, scratches, cuts, blemishes, finish variations, etc.

### Altering or Remodeling of Your Home May Void Portions of Your Warranty.

When remodeling your home or adding improvements, it is possible that you are altering the warrantable items of your home. This would include items such as refinishing a basement, changing out light fixtures or plumbing fixtures, or bringing in your own appliances. Due to this remodeling or adding improvements, there will be portions of your home that are not in the same conditions that they were built and inspected, so we will not be responsible in warranting these items or any issues they may cause. Legacy Homes will warrant your home according to the warranty manual and only those items as they were originally installed. If you have any questions, please contact the Warranty Department.

### **Verbal and Contract Agreements:**

**YOU MUST SUBMIT ALL REQUESTS IN WRITING.** You may mail or e-mail your concerns to our office. This also complies with the terms of your warranty.

We build in many price ranges. Every few months we build new models in all price ranges. Consequently, you will not find all the material and equipment referred to in this booklet in every Legacy Home. New homeowners have common questions from the time they purchase their new home through the warranty period. This book is our attempt to help you, our customer, with answers to most of those questions. The experience of purchasing and living in your new home will be much more pleasant if you read and understand this book. Please contact your Legacy Homes Sales Associate before closing or the Warranty Department after closing, if you have questions that are not answered here.

PURCHASER HEREBY ACKNOWLEDGES RECEIPT OF THE NEW HOME WARRANTY AND MAINTENANCE. THE PURCHASER ACKNOWLEDGES THAT THIS NEW HOME WARRANTY CONSTITUTES A MATERIAL PART OF THE PURCHASE CONTRACT. BUYER FURTHER ACKNOWLEDGES AND UNDERSTANDS THAT THE EXPRESS LIMITED WARRANTY PROVIDED UNDER NEW HOME WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND/OR WORKMANSHIP WHICH ARE HEREBY EXPRESSLY WAIVED BY PURCHASER AND DISCLAIMED BY SELLER.

### WARRANTY SERVICE PROGRAM

This section of your New Home Warranty Manual provides you with valuable information concerning your new home and details our obligation to you in connection with its construction. It lists what we can and what we cannot assume responsibility for under your warranty; that is, what the warranty does and does not cover. Your warranty is not a policy of insurance, a maintenance agreement or a service contract. As described in this booklet, coverage is limited to qualified defects. Please keep in mind your Warranty Service Program does not include maintenance of your home, nor those items not mentioned by this warranty.

You need to read this booklet very carefully, before your New Home Orientation, so that you may prepare any questions you might have regarding this coverage. You will understand from this point which areas are our responsibility and which areas are your responsibility, which will prevent any future misunderstandings. It is very important to understand that once you have closed on your home, the Warranty Department will address all of your questions and concerns. All communication needs to be directed to Warranty, rather than Sales/Realtor or your Superintendent, to avoid possible delays in responsiveness.

### **How to Obtain Needed Warranty Service**



# ALL WARRANTY REQUESTS MUST BE SUBMITTED IN WRITING.

You will be provided with Warranty Review Request forms at the time of your Sign Off and we will explain how to fill them out. This convenient form helps you list the items in need of review. Use these forms to request any service provided by your warranty. When completed, please submit your items via the web Request below.

Mail: Legacy Homes

Attn: Warranty Department 12040 McDermott Plaza, Suite 200

La Vista, NE 68128

Web **Submission Request** 

https://legacyhomesnebraska.com/warranty-review-request/

You may also email us directly at warranty@legacyhomesnebraska.com Email

Please do not delay reporting your concerns because you are unable to locate a form – written communication from you will be accepted in any format. Please include your address and any updated phone numbers and e-mail addresses when submitting your request.

Our Warranty Department wants to respond to your service requests and therefore, must have them in writing to avoid misplaced notes, errors in verbal communications, or delays in messages not reaching the appropriate person to process your requests.

### **Warranty Department Hours**

Response hours are Monday through Friday, 8:00 AM to 4:00 PM. Our office is not open on weekends and holidays. Warranty-related requests will be returned within 2 business days.

ALL WARRANTY REQUESTS MUST BE SUBMITTED IN WRITING.

### Types of Requests

Warranty requests fall into three categories: Emergency, Standard and Priority. Your warranty field manager will determine which category your request falls under.

### **Expectations**

We will warrant your home according to the warranty manual. Sometimes there is a disagreement between parties regarding the specifications listed in the warranty manual and homeowner interpretation. You signed off at time of contract and at the New Home Orientation that you understand this manual and unconditionally agree to its contents and standards. We will be respectful when reviewing your warranty concerns and we expect the same respect from you. Verbal abuse and foul language will not be tolerated. We reserve the right to end a conversation and/or visit if abuse and/or foul language is displayed or used. We will allow you to regroup and will resume the conversation or visit after a 24-hour waiting period. Forms of bullying, extortion and threats will not be tolerated.

### **Warranty Review**

Once we have received your Warranty Review Request, you will be contacted by the Warranty Department to schedule an appointment with a Field Manager. Appointments are scheduled Monday through Friday between 8:30 AM and 3:30 PM. During your evaluation, we will review each of the warranty areas you listed and the Field Manager will determine the nature of any warranty service needs, the specific vendor who will be responsible for its correction, and the repair we are authorizing. The Field Manager may complete repairs on some minor warranty items at this time. Please note: The Warranty Field Manager may reference your warranty manual in regard to any submitted items that fall under homeowner responsibility.

### **60-Day Warranty Review**

Approximately 55 days after closing, the Warranty Department will contact you via the email address on file to schedule your appointment. Prior to scheduling this appointment, you will need to provide a list of items to be reviewed during this 60-day Warranty Review visit. A Field Manager will review the warranty manual and procedures at the appointment and answer any questions you may have. Please have your warranty manual present at this appointment to take notes. This appointment will be the only instance the Warranty Department will contact you in advance for an appointment. Warranted concerns may come to your attention after your 60-day Home Warranty Review. Please record the items as you notice them and hold this list until the next regular review period (which is one month before the first anniversary of the closing date of your home, or the 11-month mark.)

### 11-Month Warranty Review Request (at homeowner's request)

The 11-Month Warranty request must be initiated by you, in written form, at the appropriate time. Legacy Homes will <u>not</u> contact you prior to the expiration of your warranty. It is the homeowner's responsibility to submit a list of warranted concerns, in writing, at 11 months. All items must be <u>reviewed</u> by a warranty field manager <u>prior</u> to the first anniversary date of your closing. Once your list is received, the Warranty Department will contact you to set a date and time to evaluate your concerns with your Field Manager. You may submit your concerns on the Warranty Review Request Form that has been provided for you, or if that form is not handy, a letter forwarded by mail, or an e-mail will suffice. In compiling your request, please review this warranty booklet to define which concerns are covered under warranty. We must receive your concerns <u>in writing 30 days before the 1-year anniversary of the closing date for your home</u> in order to address your items within warranty guidelines. We appreciate your cooperation in forwarding your written Warranty Review Request Form or e-mail as close to 11 months after your closing date as possible.

### **12-Month Warranty Expiration** (One-Year Superintendent's Warranty)

With the exception of manufacturer warranties, all Legacy Homes warranties will expire after the first anniversary date of your closing.

### **Warranty Transfer**

Our warranty, as addressed in this manual, is fully transferable to the new owner in the event you sell your home before the warranty coverage expires. It will be the responsibility of the new owner to notify Legacy Homes Warranty Department and any other extended warranty coverage companies in writing of their ownership, as well as provide proof of ownership (such as a copy of their closing statement). As a courtesy to the new owner, please leave this manual and any other manuals and information at the home.

### **Property Damage**

Property damage concerns may arise. The amount of activity present during the construction phases of a new home community may be the reason. We would like to take this time to explain when we are and are not responsible for any damage to property.

WE ARE RESPONSIBLE IF....a vendor is on your property at the direction of Legacy Homes, and damage occurs. You need to email us immediately so the Warranty team can address the issue with the vendor. We will need the following information submitted in writing.

- Date of Occurrence
- Name of Vendor
- Repair work being performed at the time of incident
- Workman's name (if possible)

WE ARE NOT RESPONSIBLE IF; damages are a result of:

- Unknown Origin
- Acts of Nature
- Utility Companies
- Cable Companies
- Delivery and Service Organizations
- Any vehicles and/or personnel on or at the property without the direction of Legacy Homes
- Homeowner accidents
- Lack of attention to homeowner maintenance

Someone that Legacy Homes has not authorized to be on your property could cause damage. In that case you need to contact the responsible party directly and/or contact your Insurance Agent for coverage under your homeowner's policy.

### **Warranty Work Order**

After completion of your Warranty Review, we can identify the specific vendors responsible for each warranted concern. Then your Warranty Field Manager will issue a Warranty Claim to those vendors, authorizing them to perform your work. Each vendor will have a Warranty Claim for the item that is in need of work. **Please note, we do not schedule exterior work orders.** We do ask these vendors to notify you 24 hours in advance. They are completed as crews are in an area, are weather permitting and you do not need to be home for these repairs. Vendors will knock prior to starting repairs.

### Warranty Work Order Scheduling (Monday-Friday)

You and your Warranty Field Manager will identify a time that works for your schedule to have the vendors complete the work. We will share that date/time with vendor. However, the vendors are responsible for scheduling their own appointments and will contact you directly to schedule a time to complete the work. Generally, service calls are scheduled at your home Monday through Friday.

Service calls are scheduled in 4-hour time blocks of AM (8:00-noon) or PM (12:00-4:00). A vendor may have a different schedule for service calls. Since they are all individual companies, they are responsible for setting their schedules for work to be completed. We will make suggestions based on our conversation with you.

### **Warranty Work Order Completion**

Our vendor will ask you to sign the Warranty Claim after work is completed to your satisfaction. Then, the vendor will be able to turn it in as complete. This allows us to track each item, ensuring your satisfaction. A particular item on your list could possibly require more than one vendor to complete the work. As an example: if an item requires three vendors, each of those vendors will have their own Warranty Claim to complete and ask you to sign off. Once again, do not rely on any VERBAL agreements. Make sure all agreements are IN WRITING! Do not assume the workmen in your home will remember any verbal promises. Vendors are also instructed to complete only those items listed on the work order If there is a new item it must be submitted and reviewed by Legacy Homes and a warranty claim must be issued prior to completing any work. PLEASE VERIFY IN WRITING!! Exterior work orders may be completed while you are away and a signature will not be obtained.

### AFTER HOURS PROCEDURES

### What is an Emergency/Standard/Priority Service Request?

A homeowner emergency means you cannot live in your home until the next business day. A priority request means you can live in your home until the next business day, but that damage will worsen if you delay repairs. All requests must be made in writing. We monitor the email to insure we contact you in a timely manner. Contact by a Warranty Field Manager will be made in a timely matter once we have received your service request. If it is determined that your request is an emergency, service will be initiated within 24 hours. If it is determined that your request is a priority, service will be initiated by the end of the next business day. The following are examples that would require attention. This list is not all inclusive and if, in doubt, please don't hesitate to submit a request in writing.

### !If you smell gas in or around your home, please contact your gas utility company immediately!

### **Emergencies—Contact the Warranty Department if:**

- You experience a complete backup of your sewer system, not just a toilet or sink.
- You discover a WATER LEAK that requires shutting off your water service at the meter to avoid serious damage to your home and/or furnishings.
- You experience a COMPLETE LOSS OF HEAT during the cold winter weather, or you have a failure of the AIR CONDITIONER in the hot summer months, **AFTER** checking the electrical switch and breaker, thermostat, gas meter and gas valve to your unit and reviewing the filter is clean. See "Furnace & AC Maintenance/Troubleshooting". You may be charged a service fee if it is due to a homeowner maintenance item.
- You are unable to secure any exterior doors to your home.
- You discover your SUMP PIT has filled with water 2 inches from the top (until Legacy Homes can review, it is the homeowner's responsibility to bail water out. If water has soaked the carpet, the carpet needs to be pulled back and fans placed until Legacy Homes can review). Please see "Keeping Water out of Basements" for further details. Please note that if you lose power due to a storm, your sump pump may not run. You are responsible to make sure it is functioning correctly.

### Priorities—Contact the Warranty Department if:

- You discover a PLUMBING LEAK that can be shut off at the fixture to stop the leak and does not require you to shut off the water service at your meter to avoid serious damage to your home and/or furnishings. It is the homeowner's responsibility to contain the leak to avoid further damage until a repair can be made.
- You experience a ROOF OR WINDOW LEAK that does not cause serious damage to your home or furnishings.
- You discover missing SHINGLES or sections of SIDING on your home.
- You have a malfunction of any CIRCUIT BREAKERS.

### **PROCEDURES:**

- 1. Submit a request via the legacyhomesomaha.com website (or email <u>warranty@legacyhomesomaha.com</u> with the details of the issue)
  - Click on the "Warranty Tab"
  - Select "Warranty Review Request"
  - Select "Priority" or "Emergency" in the "Review Type" dropdown menu, depending on the nature of your concern.
  - You may add photos if you choose, but they are not required.
  - Complete the remainder of the form and click "Submit."
- A field manager will contact you within two hours for an emergency request or by the next business day for a priority request.
- 3. If your concern is determined to be *an emergency*, service will be initiated within 24 hours.
- 4. If your concern is determined to be *a priority*, service will be initiated by the next business day.

# UNDER NO CIRCUMSTANCES WILL LEGACY HOMES REIMBURSE YOU IF YOU USE AN OUTSIDE CONTRACTOR FOR ANY SERVICE.

### QUICK REVIEW WARRANTY COVERAGE

NOTE: This quick review identifies the principal warranties of your home, however, check the long description for full details. Not all parts discussed, however, will be found in every home. Warranty only applies if purchased through Legacy Homes. Please be aware that Legacy Homes will not be responsible for color variations in replacement materials.

**Air Conditioner:** We warrant your air conditioning system for one year. There is a one-year warranty against leaks in the cooling system refrigerant lines. Please contact manufacturer directly after one year.

**Appliances:** Your appliances, if provided by Legacy Homes, are warranted against defects in material for one year. Register your appliances directly with the manufacture to receive any extended warranties. Please contact manufacturer directly after one year.

**Bath Fixtures:** Towel bars and toilet paper holders are installed and designed for regular use. Do not lean on or pull bath fixtures. Loose towel bars and toilet paper holders are not covered under warranty.

**Cabinets:** We warrant your cabinets against door alignment in excess of 1/4", and the gaps between the cabinets and wall in excess of 1/8" for one year as long as proper humidity levels have been maintained.

**Cable/Phone lines:** We will warrant any material or installation defects in your cable and phone lines for one year (inside only). Outlet covers are not provided.

**Carpet:** During the first year, we will repair wrinkles, seam separations and loose tack strips due to improper install. When carpet is wet due to our responsibility, we will replace the affected pad, sanitize the existing carpet, and re-lay the carpet when dry.

**Ceramic Tile:** We will repair any loose ceramic tiles and replace any cracked ceramic tiles one time only during the first year. We will replace only those tiles affected by the problem. We will not be responsible for discontinued patterns or color variations in grout and ceramic tile.

Concrete: Exterior (Driveway, Service walk, Sidewalk, Patio): It is the homeowner's responsibility to caulk ANY cracks, including control joint cracks, at first sign. If a crack exceeds 1/4" in width or vertical displacement, the affected area will be repaired within your one-year warranty as long as the homeowner has maintained their responsibility of caulking and grading. The warranty is voided if the homeowner has not maintained their responsibility of caulking cracks, control joints and/or maintained grading around the concrete, and clearing the concrete in winter.

**Concrete: Interior (Basement Floor):** It is the homeowner's responsibility to caulk <u>ANY</u> cracks, including control joint cracks, at first sign. If a crack exceeds 1/8" in width or vertical displacement, the affected area will be repaired within your one-year warranty as long as the homeowner has maintained their responsibility of caulking. The warranty is voided if the homeowner has not maintained their responsibility of caulking control joints and cracks.

**Concrete: Interior (Garage Floor):** It is the homeowner's responsibility to caulk <u>ANY</u> cracks, including control joint cracks, at first sign. If a crack exceeds 1/4" in displacement, the affected area will be repaired within your one-year warranty as long as the homeowner has maintained their responsibility of caulking.

**Countertops:** We will repair your countertop if it loosens due to improper installation during the first year. We will not replace any countertops or warrant any other visible concerns after your New Home Orientation. Nicks, chips and scratches are not covered under warranty. It is your responsibility to maintain all caulking around your countertops.

**Decks:** We will warrant your deck for one year against improper installation. Boards completely cracked through or extremely warped will be repaired. It is the homeowner's responsibility to seal or stain wood as needed.

**Direct Vent Fireplace:** We will warrant your fireplace should it fail to operate per the manufacturer's specifications for one year. WARNING: *The glass will be very hot and could cause burns if touched before ample time is allowed for the glass to cool off.* 

**Doors:** An interior wood door that is warped 1/2" or more, and has been closed as much as possible through one year (a full change of seasons), will be replaced at the end of your first year as long as proper humidity levels have been maintained. Legacy Homes will adjust sticking doors in the first year.

**Drywall:** We will repair drywall nail pops and cracks <u>one time</u> during the first year, at your request. <u>Legacy Homes will not do any painting following any drywall repair.</u>

**Electrical System Wiring:** We will warrant the wiring system to be capable of carrying the designed load of normal residential use to the electrical box for one year.

**Faucets:** We warrant faucets and plumbing fixtures for one year. Some faucets may have a manufacturer's warranty longer than one year. Please contact manufacturer directly after one year.

Floor Noise: We will attempt, one time in the first year, to locate the source of the noise and repair it. We cannot guarantee a solution.

**Flooring, Vinyl:** We will correct any gaps in resilient floor covering joints that exceed 1/16" in width (where dissimilar materials join, a gap not to exceed 1/8" is permissible) for the first year only. We will repair any vinyl floor covering that comes loose due to improper installation in the first year. We will not be responsible for loose vinyl floor covering caused by water damage.

**Flooring, Wood:** We will warrant and repair your wood floors for one year against gaps exceeding 1/8", splintering and vertical displacement. Scratches and dents are not covered under warranty.

**Foundation:** Cracks 1/8" or less are the homeowner's responsibility to caulk. It is the homeowner's responsibility to caulk the exterior crack down to the waterproofing membrane. Larger cracks that may appear in your foundation over 1/8" wide will be repaired by caulking with a polyurethane sealer within the first year.

Furnace: We will warrant your furnace for one year against manufacturer or installation defects.

Garbage Disposal: We will warrant your garbage disposal for one year against manufacturer and installation defects.

**Garage Doors/Openers:** We will warrant your garage door/opener for one year against defects in material and install. Installing your own opener, may void the warranty on your garage door.

Gas Leaks: If a gas leak occurs anytime in your home you need to call the appropriate public utility service immediately.

**Landscaping and Grading:** No standing water should remain anywhere in your yard twenty-four hours after a rain, except swales that may drain as long as forty-eight hours after a rain. Legacy Homes is responsible only for establishing the necessary grades and swales as part of the site plan drainage. It is the homeowner's responsibility to fill any settling at first sign. Legacy Homes will supply <u>ONE LOAD</u> of fill dirt, <u>ONE TIME</u>, for you to fill settled areas in the first twelve months. The delivery time is dependent upon weather conditions and availability. Sod and mulch are not covered under warranty.

**Light Fixtures:** We warrant the light fixtures and ceiling fans in your home for one year, if you use the proper bulb size and type. Light bulbs are not covered under warranty.

**Neighbor concerns:** Legacy Homes will not contact your neighbor(s) on your behalf, regardless of the builder of the neighbor's house. Please address any questions or concerns with your neighbor directly.

Outlets, Switches, and Breakers: We warrant electrical switches, outlets and circuit breakers for one year.

**Plumbing, Piping System:** No leaks of any kind should exist in any soil, waste, vent, gas or water pipe. We cover such leaks for one year. We **do not** cover condensation on piping because it does not constitute leakage. We **do not** cover frozen sill cocks (hose bibs), clogged toilets, clogged sinks, etc. or any damage caused by them.

Radon: We warrant the radon system for one year against defects in material and installation.

**Railings and Columns (vinyl, wood, and wrought iron):** We will warrant your railing for one year against defects in material and installation. It is the homeowner's responsibility to seal or stain wood railings and columns, if desired.

**Roofs:** We guarantee the roofing shingles on your new Legacy Homes home against leaking and <u>normal</u> (not to exceed 54 MPH) wind damage for one year. See Manufacturers Warranty for additional coverage. Any damage caused by hail, lightning, extreme weather, etc. is not covered under warranty.

**Siding (Hard-board, Vinyl):** We warrant your siding for a period of one year against defects in material and installation. See manufacturer's warranty for additional coverage. Any damage caused by hail, lightning, extreme weather, etc. is not covered under warranty.

**Sprinklers:** We will warrant your sprinkler system against manufacturing and installation defects for one year. Please ensure sprinkler coverage is correct after sod installation, as sod is not covered under warranty. It is the homeowner's responsibility to winterize their sprinkler system.

**Steps & Stoops, Concrete:** It is the homeowner's responsibility to caulk <u>ANY</u> cracks, including control joint cracks, at first sign. Stoops or steps should not settle or heave in excess of 1" in relation to the house structure. No cracks more than 1/8" in width are acceptable in concrete stoops. Water should drain from outdoor stoops and steps and no standing water exceeding 3/8" in depth is permissible for more than a 24-hour period after rain. This warranty coverage is for the first year only. The warranty is voided if the homeowner has not maintained their responsibility of caulking cracks and control joints at first sign and/or maintained the grading around the concrete.

Smoke Detectors: We will replace any smoke detector that malfunctions during the first year. We do not replace batteries.

Stone: We will warrant your exterior stone against defects in material or installation for one year.

**Sump Pit/Sump Pump:** It is the homeowner's responsibility to monitor the sump pit. If it fills near the top, it is the homeowner's responsibility to bail water out until a review can be completed. It is the homeowner's responsibility to monitor the sump pump and the GFCI outlet it is plugged into for proper operation. Do not plug anything else into this outlet. The pump is warranted against installation and manufacturer defects for 1 year through Legacy Homes. Additional warranties may apply through the waterproofing company. See your closing packet for additional warranties and contact information.

**Trim:** It is the homeowner's responsibility to caulk any gaps in trim boards.

**Water Heater:** All water heaters carry a warranty for one year against rusting, leaking, and recovery. See manufacturer's warranty for additional coverages.

Waterproofing: There is a 5-year limited waterproofing warranty. After one year, please contact the waterproofing company directly. See closing packet for warranty and contact information. Also see the section on "Foundations and Keeping Water out of Basements". There will be no flowing water in your basement if you have maintained the necessary grades and swales around your home and caulking of exterior foundation cracks. We will not warrant damp, concrete foundation walls if the damp area is less than ten square feet because some dampness in concrete foundations is normal. We will not warrant damp basements due to condensation.

**Water Supply:** We will warrant the connections to the municipal water main for one year. No leaks of any kind should exist. We do not warrant against condensation on piping because it does not constitute leakage.

**Wire Shelving:** We will warrant the installation parts on your wire shelving for one year, as long as the manufacturer's weight limit is not exceeded (35 pounds per linear foot).

**Windows:** We will warrant your windows for the first year against leaking, warping, and condensation (between the two panes of glass). Any scratches and nicks that are not discovered at the New Home Orientation will not be covered under warranty. Condensation on the inside of your windows due to high humidity is not covered by warranty.

### PRODUCT INFORMATION AND HOMEOWNER MAINTENANCE

### APPLIANCES:

Your range, range hood, microwave, dishwasher, refrigerator and other appliances such as washers and dryers we install are warranted for 1 year and we make no additional guarantees, if they were provided by Legacy Homes.

Carefully read the instruction manuals and other papers accompanying your new appliances before using them. Mail any return postcards necessary to register your appliances and record warranties.

Many ovens have self-cleaning cycles or clean themselves continuously. For non-self-cleaning ovens refer to the manual for cleaning instructions. You can clean the outside of your range with a non-abrasive cleaner, such as baking soda sprinkled on a damp cloth or sponge. You may find that the manufacturer makes a special appliance cleaner that will not only clean your range, but provide protection against stains. Never use harsh abrasive cleansers on the outside of your appliances.

An electric range will have a separate circuit. If your range should fail to work, check the circuit breaker and reset, if necessary, then check your range manual for trouble shooting instructions.

Microwaves and range hoods need to have their filters cleaned or changed periodically. For location and directions consult your instruction manual.

To improve the effectiveness of your dishwasher, there are a few steps you can take. Run hot water through the kitchen faucet prior to starting the dishwasher to ensure hot water is available, rinse dishes prior to loading and use a rinse agent. Some pod type soaps may not rinse completely as this may be too much detergent for some cycles. Do not block the soap dispenser when loading. Please see manual for proper loading instructions.

HOMEOWNER RESPONSIBILITY: Review manuals for each appliance and submit registration cards.

See Manufacturer's Warranties.

FIRST YEAR WARRANTY: Appliances installed by Legacy Homes are warranted against defects in

material and install for one year.

SECOND YEAR WARRANTY: No warranty.

### ATTICS:

Attics, or spaces immediately below roofs, vary in size.

STORAGE: Attic spaces are not designed or intended for storage.

INSULATION: You need to maintain the insulation in your attic in its original location. Occasionally, the insulation gets out of place and either blocks the attic vents or gaps develop between the pieces of insulation. Please reinstall as needed. Do not compress the insulation, because this causes the insulation to be less effective. Your attic access cover should have insulation installed on the top side. This should also remain in place so that you do not lose heat through the access opening.

CAUTION: During snow storms it is possible for snow to blow inside the attic through vents. You need to check periodically to ensure that it remains clear of snow. Should you encounter snow in the attic, a dustpan and bucket can be used to help clear the snow out. This same concern could occur during wind driven rains, if this occurs you can place a plastic sheet underneath the affected vent until the moisture has a chance to evaporate. Neither of these items are covered by warranty.

### **BASEMENTS:**

GENERAL: Legacy Homes does not guarantee or assume continuing responsibility for maintenance and repairs of concrete in and around a home. This is because the soil under and around the concrete, when affected by excess moisture or excess dryness and, our temperature extremes from 100 degrees above zero to 20 degrees below zero, can cause pressures that affect concrete. No matter how carefully the concrete ingredients were designed, mixed and put into place; no matter how thoroughly the concrete was reinforced with steel; no matter how many city, county or other governmental requirements were met or exceeded, cracks will occur in concrete.

BASEMENT FLOORS/SLABS: As discussed previously, concrete will contract and expand due to changing temperatures causing minor cracks. Also, because of the nature of concrete material, some minor low spots may occur on your basement floor. These cracks and low spots do not affect the integrity of your floor and are normal.

HOMEOWNER RESPONSIBILITY: Caulk any cracks at first sign. The warranty is voided if the

homeowner has not maintained their responsibility of caulking.

FIRST YEAR: If a crack exceeds 1/8" in width or vertical displacement, the affected

area will be repaired. The warranty is voided if the homeowner has not

maintained their responsibility of caulking. Color variations in

concrete repairs are to be expected.

**SECOND YEAR:** No warranty.

EXTERIOR PAINTED FOUNDATION: Painted foundations may show signs of discoloration or chalking, and is not covered by your warranty. Any paint touch-ups may have color variations from the original application.

FOUNDATIONS: Your home is built on solid concrete footings, with foundation walls of poured concrete. While concrete is one of the most durable of building materials, it will expand with heat and contract in cold temperatures. Cracking is inevitable because of these changes and the normal shrinkage that occurs in concrete. This does not normally affect the strength of the structure and it is easy to repair cracks to eliminate any leakage or to improve their appearance. No matter how thick the foundation walls and no matter how solid the ground upon which we build your home, these cracks in concrete will occur and there is no way in which Legacy Homes can eliminate them.

These cracks are common and do not affect the overall strength of the wall in any way. There are two basic causes for these cracks: concrete shrinkage and settling. Honeycombing and air pockets are considered cosmetic and are not covered by warranty. The base of the wall, being in the ground, maintains a fairly constant temperature, whereas the top portion, extending out of the ground, is subject to extreme temperature changes. Such changes cause concrete and other masonry to contract and expand, which may cause minor cracks. The soil in which the foundation rests may settle slightly and create stresses, causing minor cracks to appear.

HOMEOWNER RESPONSIBILITY: It is the homeowner's responsibility to seal ANY cracks at first sign using a polyurethane sealer such as Vulkem 116. If seepage is coming in a crack above grade, it is the homeowner's responsibility to caulk the crack all the way down to the waterproofing membrane. A simple hose test performed after recommended drying time will test to ensure the crack is sealed.

FIRST YEAR:

Legacy Homes will seal any cracks that exceed 1/8" in width or vertical displacement. The warranty is voided if the homeowner has not maintained their responsibility of caulking. Color variations in concrete repairs are to be expected.

SECOND YEAR: No warranty.

KEEPING WATER OUT OF BASEMENTS: You may notice seepage in the early stages of living in your home. Until the soil around your home becomes compacted, depressions will occur. Keep the soil around your foundation sloping away from your home, thus permitting drainage away from the walls. This is the homeowner's responsibility and a major method of preventing a wet basement. Be sure to fill any depressions caused by settling of sewer, water or any other utility trenches, as these areas can trap water and be a possible source of basement seepage.

We install extension drains for downspouts to carry rain water away from the foundation. You need to always maintain these in a sloping position away from your home. Do not direct water flow toward service walks or stoops.

We suggest that shrubbery planting be placed at least 3 feet out from your foundation walls. That way you can water the shrubbery regularly without heavy wetting in the immediate area of your foundation. You need to plant trees away from the foundation to help prevent root growth underneath your foundation. Contact a nursery for guidelines.

The greatest soil expansion occurs when totally dry soil suddenly becomes saturated. Light watering at regular intervals is the best practice in areas around foundations and other structures. We will not be responsible for any resulting damages, such as wet basements, water standing in puddles, or run-offs to other properties if someone other than Legacy Homes changes the grade around your home.

Never water toward your foundation. Always set sprinklers to water away from the wall. Watering against your foundation, siding and/or windows can cause damage to those elements of your home. Your warranty does not cover this damage.

We are not responsible for damage to personal items or improvements added to your home after closing. It is the homeowner's responsibility to monitor the sump pump and the GFCI outlet it is plugged into. Do not store valuables or cardboard boxes anywhere on a basement floor.

In the event your carpet becomes wet, it is the homeowner's responsibility to pull the wet carpet loose from the tack strip. Extremely saturated pad should be removed. The carpet should be turned back to dry with fans. When the carpet is dry, it can be turned back into position if remaining pad is 100% dry. Damage to personal property will not be Legacy Homes responsibility. It is the homeowner's responsibility to move furniture.

Above grade poured concrete foundation walls normally do not become damp during driving rains. Therefore, we do not apply any foundation coating to the above grade areas of your poured concrete foundation. To prevent seepage below grade we take several steps to prevent the entrance of water into your basement. First, we apply a coating of elastic waterproofing membrane to your foundation below the dirt level. Second, we install, around the exterior of your basement, a drain to carry off any water that might penetrate. Finally, we establish a grade around the outside of your home to carry the water away from your foundation. We will not be responsible if someone other than Legacy Homes changes the grade around your home after you move in (except for minor filling as described below).

HOMEOWNER RESPONSIBILITY: You, the homeowner, must properly maintain all exterior grades and swales for any of the basement warranties to apply. Please see section on "Landscaping and Grading" for more information. All exterior foundation cracks above the waterproofing membrane must be caulked. Your warranty does not cover condensation. We will not warrant damp poured concrete foundation walls if the damp area is less than ten square feet because some dampness in concrete foundations is normal. It is the responsibility of the homeowner to report, in writing, an instance of water flowing in your basement. It is the homeowner's responsibility to bail out water from a sump pit filled with water until Legacy Homes can review.

FIRST YEAR:

It is the responsibility of the homeowner to report, in writing, any instance of water flowing in your basement. Legacy Homes will review water flowing into the basement. All homeowner responsibilities must be met/maintained for any warranties to apply.

SECOND-FIFTH YEAR:

The waterproofing company guarantees your basement waterproofing system for 5 years. Please see your closing packet for certificate and contact information. Please contact the waterproofing company directly after one year. Your warranty does not cover personal property and items not installed as part of the original construction of your home. Please note: sump pumps are warranted for three years only and are not included in the limited waterproofing warranty.

SIXTH YEAR: No warranty.

SUMP PUMPS: The purpose of this pump is to discard water that enters the pit from the drain tile system around your home. It is important to periodically monitor the sump pump for proper operation. The sump pump needs to be plugged into its designated outlet at all times. Do not plug anything else into this outlet. Please check the GFCI outlet periodically to make sure it is on and working properly.

HOMEOWNER RESPONSIBILITY: It is the homeowner's responsibility to monitor the sump pump for

proper operation and the GFCI outlet it is plugged into. This includes periodically testing of the sump pump by filling the sump pit with enough water to cause the pump to engage and disperse water from the pit, monitoring during and after rain, and improper watering of the yard. It is the homeowner's responsibility to bail out water from a sump pit filled with water until Legacy Homes can review and/or install a temporary pump. Make sure the exterior discharge pipe is always

connected.

FIRST YEAR: Your sump pump is warranted against installation and manufacturer

defects for one year. Additional warranties may apply through the

waterproofing company and manufacturer.

SECOND-THIRD YEAR: Please see your closing packet for certificate and contact information.

Please contact the waterproofing company directly after one year.

FOURTH YEAR: No warranty.

### CONDENSATION IN BASEMENTS, CEILINGS, AND OTHER LOCATIONS:

CONDENSATION IN BASEMENTS, CEILINGS, AND OTHER LOCATIONS IS NOT COVERED UNDER WARRANTY. One of the most basic concerns for a new homeowner is condensation. This may cause you to believe moisture is seeping through foundation walls, that pipes are leaking, or that water is coming through the windows. Actually, a perfectly dry basement can have wet walls because moisture in the air condenses on cold basement walls. Condensation often causes damage and deterioration to surfaces in your home. It is important that homeowners know about the performance of moisture-laden air. When warm air comes in contact with any colder surface such as a basement wall or garage, duct work, the cold glass of a window or door, water tanks and sometimes even the exterior walls of rooms, and any other surface, the air chills and immediately deposits moisture upon the colder surface. During periods of extreme cold, this condensation can even turn to frost. Condensation can also happen in hot, humid weather. The humidity level must be monitored by the homeowner all year long. There are different steps to take depending on the season. Please also see section "Heating and Air Conditioning" for proper operations.

Moisture-laden air is more prevalent in a new home. Better building materials and methods make today's homes tighter because of less air movement through and around walls. Insulation and moisture barriers don't permit free passage of air through the outside walls. They are important necessities with modern HVAC systems. Running a dehumidifier will help remove moisture from the air.

You need to keep windows closed during damp, muggy weather and open them during clear, dry weather. Don't block or obstruct attic louvers or other ventilating passages because they help to control air movement throughout your home's attic. A family of 4 will put an average of 18 gallons of water a day into a home; so, if you have exhaust fans in any rooms, use them to help carry out excessive humidity. Run bath vent fans during and after bathing. Always vent clothes dryers to the outdoors because they create a vast amount of moisture. Make sure basements have proper air flow. High humidity can cause mold to form in basements. This is not covered under warranty and we suggest using a dehumidifier.

Some people choose to add humidifiers to bring up the moisture content when your home gets too dry during the winter months. You may not need to use your humidifier in the first winter of your new home's life. If excessive humidity develops after your first winter, turn your humidifier off to prevent build-up of water vapor. You need to turn the water to these units off during warm weather months. Follow the manufacturer's instructions on the care, operation and cleaning of humidifiers to insure their efficient performance. Be careful of turning your humidifier on

too high, as the excess moisture freezes in the attic and when warm weather returns, it melts -- giving the impression of a leaking roof or pipe, when it isn't. Damage and staining can occur to the ceiling in hot or cold weather. Your warranty does not cover this condensation damage. Wipe up any moisture caused by condensation, otherwise painted or lacquered surfaces may become stained.

The most apparent evidence of excessive moisture in winter is a heavy deposit on windows and other cold surfaces. The remedy is ventilation by the use of exhaust fans or the opening of doors to circulate the air. After showering or bathing, it is suggested to leave exhaust fans running for 10-20 minutes with the bathroom door open. Due to the fact that the humidity level in your home is not under our control, we will not be responsible for any damage to your home caused by condensation.

During cold winter months it is common for frost caused by condensation from warm moist air to collect on bathroom exhaust fans and inside their ventilation tubes. When weather conditions warm this frost will melt and appear as a leak around the exhaust fan or nearby area. This can cause damage to drywall and leave water deposits on the floor, which are not covered under warranty. Following these instructions will allow the warm moist air to be cleared from the bathroom; and will then circulate dry air to remove condensation build-up from the fan housings and vent tubes. To minimize these occurrences, follow these simple instructions:

- 1) During cold months it is important that you use your bathroom exhaust fans.
- 2) After showering or bathing, leave exhaust fans running for 20-30 minutes with the bathroom door open.

During hot summer days with high humidity, condensation may form on duct work and appear as a leak. There are many steps a homeowner can take to avoid this condensation. Some of these include checking for a clean filter on the HVAC unit, running exhaust fans during showers and baths, adjust dampers, run ceiling fans, use a dehumidifier, etc. Keeping the thermostat during hot, humid days lower than 75 degrees F during the cooling season can cause ducts to sweat and negatively affect the cost efficiencies of your home. Please also see "HEATING AND AIR CONDITIONING" section. Damp areas will return to normal once the humidity is under control. A check list is also provided below, but is not limited to these items

HOMEOWNER RESPONSIBILITY: It is the homeowner's responsibility to monitor the humidity levels in their home. Due to the fact that the humidity level in your home is not under our control, we will not be responsible for any damage to your home caused by condensation.

FIRST YEAR: No warranty. Due to the fact that the humidity level in your home is not

under our control, we will not be responsible for any damage to your

home caused by condensation.

SECOND YEAR: No warranty.

<sup>\*</sup>Turn fan to "on" rather than auto on hot, humid days to circulate air

<sup>\*</sup>Check the filter on HVAC unit, replace when needed

<sup>\*</sup>Always run exhaust fan during showers and baths and for 10-20 minutes after to remove humidity

<sup>\*</sup>Ensure outside HVAC unit is clean and free of debris

<sup>\*</sup>Adjust dampers

<sup>\*</sup>Run AC unit at 75 or higher (based on outside temperature)

<sup>\*</sup>Monitor dew point

<sup>\*</sup>Run ceiling fans to circulate air

<sup>\*</sup>Use drapes and window treatments to block sun

<sup>\*</sup>Service your HVAC unit yearly

<sup>\*</sup>Use a dehumidifier

### **BLINDS:**

The blinds that may have been installed in your home will add not only shade and comfort from the outside elements, but also create a stylish finishing character. You will need to maintain the simulated wood grain finish of the blinds by dusting or using a damp cloth. Caution: some blinds in your home (larger windows) may require additional assistance when lifting rather than just using the pull string due to the weight and size of the blinds.

HOMEOWNER RESPONSIBILITY: Blinds are equipped with child safety features and they should remain

installed at all times. The cords can easily be placed back into the tabs if the safety feature has been triggered. This is not covered under

warranty.

FIRST YEAR: Legacy Homes will warrant your blinds (if purchased through Legacy

Homes) against installation and manufacturer defects.

SECOND YEAR: No warranty.

### **CABINETS:**

Wood cabinet tone, grain, and color variations are normal, and reflect the natural characteristics of real wood. Clean wood cabinets with the same gentle care you would give any fine wood furniture. A light coat of clear furniture polish applied once a year will protect the finish and appearance. Do not clean kitchen and bathroom cabinets (or vanities) with harsh abrasives. Keep cabinet doors and drawers closed when not in use. Cabinet mounted coffee makers are not recommended since the rising steam will damage solid wood and wood veneer, causing fading or delamination. For the same reason, position regular coffee makers out from underneath the upper cabinets and near the front of the counter. Check the hinges at least once a year for proper alignment and tightness, using a screwdriver to make necessary adjustments. Check drawers for easy movement and apply a silicone spray to the drawer guides should sticking occur. Close the drawers to protect the drawer guides and to keep the contents clean. Always load drawers and pull-out shelves from rear to front. Should you get nicks and scratches in your cabinets, hardware stores offer various colors or stains, and polymer fillers to cover and repair them. Normal humidity levels must be maintained for any cabinet warranties to apply.

HOMEOWNER RESPONSIBILITY: Cabinets should be cleaned and maintained according to the manufacturer. Monitor the humidity level in your home.

FIRST YEAR: We will warrant your cabinets against cabinet door alignment that

exceeds 1/4" as measured from the face frame to the point of furthermost warpage when the door is closed and will be repaired by adjusting the hinges. Excessively warped cabinet doors will only be replaced one time in the first year or at 11 months. A cabinet drawer that does not fit flush against the face frame when closed will be repaired by adjusting the drawer guides. A gap between the cabinet and ceiling or wall that exceeds 1/8" in width, will be repaired by installing a filler board or trim of similar color. A cabinet that becomes loose from the wall or bulkhead will be re-secured, unless it is determined that the weight limitation of 20 pounds per square foot has been exceeded. Due to variations in natural products and dye lots, we

will not be responsible for exact matches of replacement materials. If replacement is needed, repairs will be scheduled at 11 months only.

SECOND YEAR: No warranty.

### **CONCRETE:**

### **EXTERIOR CONCRETE:**

Legacy Homes does not guarantee or assume continuing responsibility for maintenance and repairs of concrete in and around a home. his is because the soil under and around the concrete, when affected by excess moisture or excess dryness and our temperature extremes from 100 degrees above zero to 20 degrees below zero can cause pressures that affect concrete. No matter how carefully the concrete ingredients were designed, mixed and put into place; no matter how thoroughly the concrete was reinforced with steel; no matter how many city, county or other governmental requirements were met or exceeded, cracks will occur in concrete.

Cracking is one of the characteristics of concrete and a method of entirely eliminating cracks has yet to be found. We have anticipated stresses on concrete driveways, walks, patios and steps and have provided control and expansion joints to minimize cracking. However, it is the homeowner's responsibility to seal these cracks and control joints with quality polyurethane sealant to prevent unnecessary cracking and maintain expansion joints. Unanticipated cracking sometimes occurs from unforeseeable conditions, such as severe frost. Again, these cracks are of no serious consequence if maintained properly.

All concrete is subject to soil and temperature conditions and also to the actions of severe frost. Concrete work may be completed in the summer at high temperatures and cracks will appear in the winter, or vice versa. In addition, when frost penetrates the ground, it may raise the concrete. When warmer weather comes, the concrete will usually return to its original position. These cracks, which will occur in highways and streets as well as drives, walks, patios and floors, are the result of climatic and other natural causes over which we have no control and are expected to occur.

Any time you see any undermining or hollow spots under concrete, regardless of the depth, it is the homeowner's responsibility to pack soil into these spots to prevent unnecessary settling when it first appears. Properly maintained grading around the concrete will prevent and/or minimize additional settling.

Keeping moving vans and heavy trucks off sidewalks and driveways will help you avoid one of the most common causes of concrete cracks and depressions.

We strongly recommend spreading sand on walks, steps and drives during icy weather since deicing products usually contain materials harmful to the concrete. Do not use salt in any form on concrete. Salt, fertilizer and chemical deicers can cause either discoloration or peeling of concrete, or both. Salt carried in under the car and on tires from city streets can damage drives and garage floors. Make sure that these surfaces are kept clean in winter weather. Snow and ice must be removed timely. Scaling/spalling concrete is not covered under warranty.

Changing temperatures also cause patios, drives and walks to lift and expansion joints to rise. If expansion joints are not back into position by spring, you can cut off the protruding material. Expansion material must be maintained for warranty to apply. Frost heave due to extreme weather is not covered under warranty.

Homeowner is cautioned that a repair may be more visible than the actual crack. Any repairs, when covered under warranty, will seldom match in color, and some variation is to be expected.

HOMEOWNER RESPONSIBILITY: It is the homeowner's responsibility to caulk ANY cracks, including cracks in control joints, at first sign. It is recommended to caulk all control joints as this is a primary location for cracks to surface. The warranty is voided if the homeowner has not maintained their responsibility of caulking and/or maintained grading around the concrete. Snow and ice must be removed timely. We recommend sealing all exterior concrete.

FIRST YEAR:

If a crack exceeds 1/4" in width or vertical displacement, the affected area will be repaired within your one-year warranty as long as the homeowner has maintained their responsibility of caulking or filling settling as needed. Stoops or steps should not settle or heave in excess of one inch in relation to the house structure. No cracks more than 1/8" are acceptable in concrete stoops. Water should drain from outdoor stoops and steps and no standing water exceeding 3/8" in depth is

permissible for more than a twenty-four-hour period after rain. Scaling/spalling is not covered under warranty. Any repairs, when made, will seldom match in color, and some variation is to be expected. The warranty is voided if the homeowner has not maintained their responsibility of caulking or the grade.

SECOND YEAR: No warranty.

### **COUNTERTOPS:**

LAMINATE/QUARTZ/SOLID SURFACE/VANITY: Use a cutting board or other protection to prevent cutting or slicing directly on your countertops. A knife may dent or nick the surface. Protect all countertops from hot irons and pots, pans or baking dishes taken directly from an oven, broiler, or burner, as lifting or blistering may result. Protect all countertops from small appliances such as crock pots, griddles, waffle makers, curling or flat irons, etc. as the heat from these appliances may cause cracks and/or burns. Harsh cleansers can scratch or mar surfaces; use soap and water or a detergent solution when cleaning. Do not leave standing water on countertops. Standing water, especially at the seams, can cause the countertop to swell. It is not uncommon for the caulk around countertops to separate between the walls. It is the homeowner's responsibility to maintain the caulk around the countertops. DO NOT STAND ON COUNTERTOPS.

HOMEOWNER RESPONSIBILITY: It is the homeowner's responsibility to caulk any cracks between the

countertop and the backsplash and/or the backsplash and the wall or

adjacent surface.

FIRST YEAR: Legacy Homes will repair countertops loosened due to improper

installation, materials or defects during your first year. Due to variations in natural products and dye lots, we will not be responsible for exact matches of replacement materials. Nicks, chips and scratches

are not covered under warranty.

SECOND YEAR: No warranty.

CERAMIC BACKSPLASH: The ceramic tile back splashes used in some of our homes require special treatment. You need to seal the tile and grout. Repeat this sealing every 3 to 6 months. Legacy Homes does not seal the grout or tile after install. Use a commercially available silicone spray sealer. Please use cleaning products safe for cleaning ceramic tile. Specific ceramic tile cleaners are also available and are safe.

HOMEOWNER RESPONSIBILITY: Chipped or damaged tiles are not covered. Any re-caulking between the

countertop and the backsplash is the homeowner's responsibility.

FIRST YEAR: We will reset any loose tile or replace any cracked tile caused by

improper installation once during your first year. We will re-grout any cracked grout between tiles. This does not apply to the area between the countertop and backsplash, which should be caulked by the homeowner. There may be a color variation in any replaced grout or tiles. We will not be responsible for discontinued patterns or color

variations in grout and ceramic tile.

SECOND YEAR: No warranty.

### **DECKS:**

WOOD/VINYL/COMPOSITE MATERIAL: All structural components in a deck shall be sized, and fasteners spaced, according to appropriate building codes and manufacturer's recommended guidelines. Different deck materials require different spacing. Due to movement, shrinkage and expansion of deck materials, spacing will vary and are not uniform. Due to this movement, nail and screw heads may be exposed. Using a hammer or screwdriver, these can easily be reset and is homeowner maintenance. Cracked boards or material will be replaced if the crack is completely through the board and is no longer structurally sound. Some cupping will occur in all decking. Color variations resulting from weathering or varying porosity of the wood or material used to build the deck are normal. Composite deck material will fade. Check the manufacturer's warranty for the fading standards. Routine cleaning by the homeowner of composite decks is required, per manufacturer's recommendations.

HOMEOWNER RESPONSIBILITY: We recommend cleaning and routine maintenance of the deck material.

It is the homeowner's responsibility to seal or stain wood material. We recommend waiting through an entire summer season to allow wood

material to dry out before staining or sealing.

FIRST YEAR: Legacy Homes will repair, reinforce or modify as necessary due to

improper install. Boards that are excessively warped will be replaced.

SECOND YEAR: No warranty.

### **DOORS AND TRIM:**

EXTERIOR DOORS: Front doors and house to garage doors are made of fiberglass or steal. When closing doors, some pressure may be needed to seal the door closed. Some pressure on the door may be needed to engage the deadbolt lock. Dark colored doors may absorb direct sunlight and may bubble the paint. This is not covered under warranty.

HOMEOWNER RESPONSIBILITY: It is the responsibility of the homeowner to keep all areas in front of the

door clear of any debris. Weather-striping on the bottom of doors is not

covered under warranty.

FIRST YEAR: Legacy Homes will adjust sticking doors. Deadbolts should operate

smoothly and strike plates will be adjusted as needed. A door warped

over 1/4 inch will be replaced.

SECOND YEAR: No warranty.

STORM DOORS: If you did not purchase a storm door through Legacy Homes, we highly recommend their use.

They minimize the amount of weather that directly impacts your front door. The bottom sweep of the door may be adjusted by loosening the small screws at the bottom of the door. The closers may be adjusted by the screw at the end of the cylinder. Always make sure the latch is working properly to secure your storm door as high winds can bend or break the closing mechanism.

HOMEOWNER RESPONSIBILITY: It is the responsibility of the homeowner to monitor storm doors

including during high winds. Bent closers are not covered under

warranty.

FIRST YEAR: Legacy Homes will repair doors due to improper installation or

material defects during the first year.

SECOND YEAR: No warranty.

SLIDING DOORS: Sliding glass doors and their screens operate on nylon rollers and require occasional spraying of the tracks with a non-oil-based silicone spray lubricant or waxing with paraffin. You must keep the tracks clean at all times to prevent damage to rollers. The use of force could damage your door or screen. Screen doors tend to get out of shape if forced open or closed and they may never operate as well again. Sliding doors and screens both have adjustment screws at the bottom, so that you may adjust them if they start to stick or drag. Remember no sliding door regardless of price will be absolutely weather or watertight against the elements.

Occasionally, during exceptionally cold weather, frost or condensation may appear on the frames or glass surfaces. The cause is usually excess humidity in your home. Wipe up any moisture that drips before it can harm floors, walls or woodwork. Snow and debris must be cleared from doors and screens.

HOMEOWNER RESPONSIBILITY: Sliding glass door tracks must be kept clean and free of debris. Weep

holes must be clear to allow water to flow out. The mesh screen

material is not covered under warranty. Snow and ice must be removed

from the exterior of the door.

FIRST YEAR: Legacy Homes will repair doors due to improper installation or

material defects during the first year.

SECOND YEAR: No warranty.

INTERIOR DOORS/TRIM: Please note, it is the homeowner's responsibility to monitor the humidity in their home. High humidity may cause doors and trim to warp. Low humidity can cause cracking or splitting or gaps in between trim boards. Damage caused from not monitoring the humidity is not covered under warranty. Please keep doors closed as much as possible during the first year to prevent warping.

HOMEOWNER RESPONSIBILITY: It is the responsibility of the homeowner to keep all doors closed as

much as possible throughout the first year; this is to help prevent warping. Over time and through use, operating hardware or screws can work loose and will simply need to be tightened periodically. It is the homeowner's responsibility to maintain caulk in all trim boards

and maintain proper humidity levels.

FIRST YEAR: Legacy Homes will adjust sticking doors. A wood door that Legacy

Homes will adjust sticking doors. A wood door warped 1/2" or more, that has been closed as much as possible through one year (a full change of seasons), will be replaced at the end of your first year, as long

as humidity levels are regulated.

SECOND YEAR: No warranty.

### **DRYWALL AND PAINT:**

INTERIOR GYPSUM WALLBOARD WALLS (DRYWALL) Gypsum wallboard should last for the life of your home with very little maintenance. In some cases, such as shrinking in framing boards, minor cracks will appear in the drywall. No repairs should be attempted until the room is ready to be redecorated. At that time, fill the cracks with joint spackling compound (available from any paint store), smooth it out with fine sandpaper and then redecorate the entire surface.

Normal shrinking will cause nail pops. The framing boards and the wallboard shrink away from the nail and leave it sticking out beyond the surface of the wallboard. Popped nails do not alter the strength of the wall and they will need to be reset, re-spackled and repainted with the rest of the wall.

Unusual abrasions may scuff or indent the surface of plaster or gypsum walls. In that event, fill the indentation with two or three applications of drywall joint compound.

FIRST YEAR: We will repair nail pops and cracking in drywall one time during the

first year, at your request. We do not guarantee drywall crack or nail pop repairs as they may return over time. All cracks and nail pops must be marked by the homeowner with removable tape or another removable device prior to the first repair appointment. It is the homeowner's responsibility to remove all obstructions. No painting will

be done following any drywall touch-ups.

SECOND YEAR: No warranty.

INTERIOR PAINT: It should be noted that when we mention washing walls and woodwork, no paint is truly washable and exceptional care must be taken when attempting to wash walls. We recommend repainting your new home when wear marks become apparent. We have provided you with touch-up paints for your home, keep them in a place where they will not freeze. You will find them handy for touching up, although age causes paint to change color, care must be taken to apply paint so it matches the original as closely as possible. Flat interior paint is commonly used in new construction as it is easy to touch up. Please note after sign off interior paint is not covered under warranty.

FIRST YEAR: No warranty.

### **ELECTRICAL SYSTEM:**

The wiring in your home meets local code requirements and safety standards which will only accommodate a certain number of electrical appliances. Your electrical wiring and appliances are protected by circuit breakers located in the electrical service panel, shown to you at the New Home Orientation. They are the safety valves of your home's electrical system. Circuit breakers may be reset by first switching the breaker to FULL OFF and then FULL ON.

- APPLIANCE PLUGS AND SWITCHES: Certain appliances must be grounded to avoid shocks. Those appliances used in kitchen, baths, washer/dryer location and outside weatherproof plugs need to be grounded.
- AFCI (Arc Fault Circuit Interrupter) BREAKER: These breakers prevent any arcing in circuits before damage is caused and are installed based on local building codes. They are very sensitive and may trip because of certain devices (tread mills, some alarm clocks, stereo equipment, T.V.'s vacuum cleaners, computer equipment, etc.). If an ARC-Fault breaker trips, turn off all lights and unplug all devices connected to that circuit. Reset the breaker and push the test button. If breaker trips, the circuit is functioning properly and it is one or more of the devises you are using that is causing the trip. If breaker doesn't trip, it is faulty and needs to be replaced.
- ARCING SWITCHES: It is normal for certain positive action switches to show a spark jump inside the box.
- ELECTRIC DRYERS: Standard service is 30 AMP, 240 VOLT with a 4-prong receptacle. If an appliance requires 50 AMP service, a changeover may be made. It is your responsibility to contact an electrician to do so.
- FLOURESCENT TUBES: Buzzing noise in the fixture is normal.
- CFLs (Compact Fluorescent Light): Some of your lights will have CFLs installed. We have installed these to increase the energy efficiency of your new home. It is important to dispose of CFLs properly when they burn out at an authorized recycling center. Contact your local city or county offices for information on centers in your area.
- GFCI (Ground Fault Circuit Interrupter) BREAKERS: The electrical outlets in your basement, bathrooms, garage, kitchen and outdoors are protected by ground fault circuit interrupters per building codes. If the power to any of these outlets is off, check the reset buttons on the outlets in your kitchen, basement, garage, and bathrooms. Disconnect any appliances plugged into GFCI protected outlets and reset the affected interrupter by pushing the reset button all the way in.
- SWITCHED WALL PLUG: In certain locations in your home, 1/2 of the outlet plug will be switchable from the wall switch.
- SOFFIT/EXTERIOR OUTLETS: Soffit outlets are switched outlets located on the exterior of the house. If there is no power to these outlets, a GFI outlet may have tripped. Please reset GFI outlets in garage or hall closet or other location until power is restored.
- LIGHT FIXTURES: These should not be attached, detached or otherwise tampered with by anyone but a licensed electrician as short circuits and other damage may result. Don't tighten knobs holding glass to light fixtures too tightly (loosen by one turn) as the heat from the light can cause the glass to expand and crack it.
- MAIN CIRCUIT BREAKERS: Every Legacy Homes home has a main circuit breaker. It is located in the electrical service panel. When the main circuit breaker is tripped, the electricity to the entire home is cut off.
- POWER FAILURES: In case of complete power failure, first determine if your neighbors have power. If not, notify the power company. If the power failure has occurred only in your home, check the main circuit breaker.

Other causes of circuit tripping are: (1) worn out cords or defective plug connections (2) defects within the appliances themselves (3) starting an electric motor. (Motors require more current to start than they use when running.) (4) exercise equipment/treadmills and (5) space heaters.

If, after resetting the circuit breaker, it again trips, you need to immediately attempt to locate the cause and correct it. CAUTION: Be very careful in this regard. Avoid direct contact with worn wires or plugs you suspect may be the problem.

All exterior, bathroom, garage, basement and kitchen outlets have a Ground Fault Circuit Interrupter (GFCI). This is to prevent electrical shock from use of non-grounded appliances. This is especially important when working in areas with electric tools or appliances during damp or wet weather.

If half of the power is out to your home and you have checked the circuit breaker, please contact your power company. The power company runs two 110-volt power lines to your home from the meter and one of these lines may be inoperable.

POWER TO APPLIANCE: If an appliance has power to it but does not function, the trouble will be within the appliance and not with the house power.

FIRST YEAR: The wiring system and circuit breakers will be repaired or replaced if

they fail to carry the design load during the first year.

SECOND YEAR: No warranty.

DETECTORS: Your new home is equipped with smoke detectors. Some homes may also be equipped with combination smoke and carbon monoxide detectors. Some basic care procedures will ensure their proper function in an emergency. Carefully review the manufacturer's literature to familiarize yourself with the units. Smoke detectors are connected to your home's electrical system. Your smoke detector is equipped with a 9-volt battery backup. Test the detector monthly to see if it is working properly.

Note the manufacturer's recommendations for periodic maintenance. Such maintenance may include replacing the light bulbs, changing batteries, vacuuming the unit inside and out and cleaning with a cotton swab and alcohol. Different types of detectors will require different care and the literature that came with your detector will give specific details.

The items listed above constitute the majority of requests for service. We want to correct any electrical malfunction which is our responsibility, but we must charge for unnecessary calls and those not our responsibility.

On occasion, smoke detectors can sound for reasons other than being exposed to smoke. If this happens, it is necessary to remove the battery AND unplug the unit from the ceiling. All smoke detectors are hardwired to the circuit panel; removing the battery alone will not quiet the unit. Continue removing the detectors until the alarm stops. Oftentimes, the one that stops the system from sounding when unplugged is the unit that requires attention.

Be sure to change all smoke detector batteries and clean the units. Many times, units sound when they have not been cleaned as recommended. Using "canned air" or cotton swabs with alcohol rub are good ways to clean dust from these units. Re-attach all units to the ceiling once the batteries have been replaced and the units have been dusted.

FIRST YEAR: The smoke alarm units are covered for one year against installation

and manufacturer defects.

SECOND YEAR: No warranty.

### FENCES (wood, vinyl):

Fence material and posts must be maintained. Make sure to maintain the grade around fences. Fill any settling at first sign. It is recommended to wait one full year before installing a fence as settling may still occur in and around the yard. Legacy Homes will not be responsible for settling of, or around, posts and fencing material added after closing.

HOMEOWNER RESPONSIBILITY: It is the homeowner's responsibility to maintain correct grades around

fences. Fill any settling at first sign. Prior to your installation of lot line fencing, sprinklers, or permanent landscaping, legal surveys to determine exact lot line are required and are your responsibility. Legacy Homes does not provide legal surveys or plot plans.

FIRST YEAR: If fence is installed by Legacy Homes, we will repair or replace any

defective material or improper installation.

SECOND YEAR: No warranty.

### FIREPLACE, DIRECT VENT:

WARNING: The glass front on a gas fireplace is very hot when the fireplace is burning! Contact with the hot glass will cause burns.

1. Refer to the manufacturer's booklet for care and operation of your direct vent fireplace.

2. You may notice a peculiar odor coming from your fireplace, but this is normal. It may take up to 30 hours of burning time before this odor will dissipate. We recommend initially running your fireplace during nice weather when the windows may be opened to quickly dissipate odors caused by a new fireplace.

FIRST YEAR: Legacy Homes will repair your fireplace should it fail to operate per

the manufacturer's specifications.

SECOND YEAR: No warranty.

### FLOORS:

SQUEAKS AND NOISES: Squeaks in flooring are a common result of shrinkage in wood and settling of your new home.

This may become annoying, but it is not of a serious nature. Squeaks usually result from wood rubbing against a nail or another piece of wood.

FIRST YEAR: One time during the first year, we will ATTEMPT, to locate the source

of the noise and to repair it. We will address any and all floor squeaks at one time. We recommend waiting until the 11-month review as some squeaks will resolve themselves as materials dry out and/or settle. We

cannot guarantee a solution.

SECOND YEAR: No warranty.

CARPETING: You need to judge wall-to-wall carpeting mainly by appearance. The carpet should lay flat with no wrinkles. While it is natural for carpet seams to show, they should not be loose. Due to seam tape thickness a slight hump may be visible, which is normal. The carpet should be firmly attached to the tack strip at the wall. Carpet should be uniform in color within the same room or where two carpeted areas join. Non-uniformity in color should not be readily apparent when observing the entire floor of the room without resorting to highlighting the floor with artificial light placement or sunlight.

If your carpet should become wet due to our responsibility, it is the homeowner's responsibility to pull the wet carpet loose from the tack strip and turn it back to dry. If the homeowner does not pull the carpet back to dry, and carpet rots or becomes mildewed, replacement of damaged carpet becomes the homeowner's responsibility. Care and cleaning of carpeting in the proper manner are essential to prolonging its' life. Because of

the great diversity of types, fibers and weaves, we strongly suggest that you contact the carpeting supplier for your home if you have any questions as to the maintenance of your carpet. You need to also move area rugs periodically to avoid discoloration.

HOMEOWNER RESPONSIBILITY: In the event your carpet becomes wet, it is the homeowner's

responsibility to pull the wet carpet loose from the tack strip and turn it back to dry. It is the homeowner's responsibility to move furniture. Legacy Homes will not be responsible for personal property.

FIRST YEAR: During the first year we will repair wrinkles, seam separations, and

loose tack strips due to improper install. When wet due to Legacy Homes responsibility, we will replace the affected pad, sanitize the existing carpet, and reinstall the existing carpet when dry. Due to variations in natural products and dye lots, we will not be responsible

for exact matches of replacement materials.

SECOND YEAR: No warranty.

GARAGE FLOORS: As discussed previously, concrete will contract and expand due to changing temperatures causing minor cracks. Also, because of the nature of concrete material, some minor low spots may occur on your garage floor. These cracks and low spots do not affect the integrity of your floor and are normal.

HOMEOWNER RESPONSIBILITY: It is the homeowner's responsibility to caulk any cracks, including

cracks in control joints, at first sign. The warranty is voided if the homeowner has not maintained their responsibility of caulking.

FIRST YEAR: If a crack exceeds 1/4" in width or vertical displacement, the affected

area will be repaired within your one-year warranty as long as the homeowner has maintained their responsibility of caulking. The warranty is voided if the homeowner has not maintained their responsibility of caulking. Any repairs, when made, will seldom match

in color, and some variation is to be expected.

SECOND YEAR: No warranty.

HARDWOOD FLOORS: (Pre-finished)

SHRINKING & SWELLING: Because wood is a natural product, it will react to changes in its environment. Gaps are common. Separations between individual flooring pieces usually will be uniform and general throughout the floor. The most common cause of separation is shrinkage. The loss of moisture is the most frequent reason for shrinkage of individual pieces and cracks. Most gaps are seasonal -- they appear in dry months, or the cold season when your furnace operates, and close during humid periods. This type of separation and closing is normal. You can minimize the cracks by adding moisture to the air space during dry periods. The use of a power humidifier is the easiest way to accomplish this. WARNING: Too much moisture in your indoor air can lead to condensation damage to your home. If you use a power humidifier, be sure to keep it set in relation to the coldest outside air temperature of the day as per manufacturer recommendations.

CLEANING: The recommended method of cleaning your wood floors is to use a no-wax clean and shine product made for wood floors. Never use soap or a wax product on your floor. They will leave a film on your floor that will discolor your finish. After a few years (anywhere from 3 to 7 years) you may want to have another coating of polyurethane applied to your floor to bring back its original sheen. This will not be possible if you have applied wax to the floor as polyurethane will not bond with it. Some specific cleaning problems require more specialized cleaning. Wax and gum lift easily with ice. Oil, tar, grease and minor scuffs come off with mineral spirits or paint thinner.

### PREVENTATIVE MAINTENANCE:

WHAT TO DO:

- 1. Unprotected furniture legs will scratch your floor. Make sure your furniture has proper protection on the bottom. The soft stick-on pads work best for this purpose.
- 2. Use of area rugs in pivot areas works well if they are large enough to distribute the weight evenly.
- 3. Sweep or vacuum regularly. Clean shoes and entry mats well.

- Rearrange your furniture periodically, so that the floor will age evenly. 4.
- 5. Keep animals' nails trimmed.
- 6. Remove spills promptly.
- 7. Use a dolly and protective floor coverings when moving heavy appliances or furniture.

### WHAT NOT TO DO:

- Wear high heels on your hardwood floor. This could cause dents and mar your floor. 1
- Mop a wood floor. Excessive water can cause your floor to warp, cup and discolor. 2.
- 3. Spill liquids on your floor. (Monitor pet dishes)

HOMEOWNER RESPONSIBILITY: Legacy Homes will not be responsible for wood floor damage caused by homeowner action or negligence. It is the homeowner's responsibility to monitor the humidity levels in their home.

FIRST YEAR:

We will warrant and repair your wood floors for one year against splintering, gaps or vertical displacement exceeding 1/8". Attempts to minimize gaps will be made by filling the gaps. Attempts to remove squeaks in wood floors will be made by surface nailing. Due to variations in natural products and dye lots, we will not be responsible for exact matches of replacement materials. Scratches and dents are not covered under warranty.

SECOND YEAR:

No warranty.

### TILE FLOORS:

Legacy Homes does not seal the grout after it is installed, however it is highly recommended. Ceramic tile normally needs only a wipe with a damp cloth or an occasional wet mopping to stay clean and looking new. A more thorough cleaning with a detergent or ceramic tile cleaner will remove stubborn grime. To remove particularly heavy accumulations of film from glazed tile, you may need to use a stiff brush and a mild scouring powder You can scrape or scrub unglazed tile. To clean the joints between tiles, use a fiber brush and a mild cleanser. You need to mop staining agents up promptly, even though they rarely affect ceramic tile. Separation of tile floors most frequently occurs near heat registers or at the outside walls of a room. The heat from the registers softens the mastic and causes the tile to move when stepped on. Also, expansion and contraction of underlayment and the tiles themselves cause separation.

HOMEOWNER RESPONSIBILITY: Legacy Homes will not be responsible for ceramic tile damage or regrouting caused by homeowner action or negligence. It is the homeowner responsibility to seal the grout, if desired.

FIRST YEAR:

We will repair any loose ceramic floor tiles or replace any cracked ceramic floor tiles one time only during the first year at your request. We will replace only those tiles affected by the problem. We will regrout any cracked grout. We will not be responsible for discontinued patterns or color variations of grout and ceramic tile. Due to variations in natural products and dye lots, we will not be responsible for exact matches of replacement materials.

SECOND YEAR: No warranty.

### VINYL FLOORS:

CARE OF YOUR VINYL FLOOR:

Protect your vinyl floor by following these simple suggestions:

- 1. Light, daily dusting or vacuuming will keep the floor looking new.
- 2. We recommend damp mopping when the floor gets tracked or spills occur There's no waxing needed.
- 3. Tracked-in dirt and sand particles can lessen the floor's shine. If left for any length of time, the abrasion of coarse grain particles can cause loss of shine. You can restore your floor's original shine, if loss of shine occurs, by applying a thin coat of Vinyl Dressing, wherever and whenever needed. However, it is always best to protect against tracked-in dirt and grime with floor mats placed at doors. Rubber-backed mats may cause discoloration.

Use furniture rests, glides, casters, or cups to prevent heavy furniture with pointed feet from excessive denting of your floors.

4. Do not wear high heels on your vinyl floor. This could cause dents and mar your floor.

EDGE LIFTING: Water seeping along the edge of your vinyl causes the edge of the vinyl to lift from the floor. It usually occurs in the bathroom near the tub or shower. You can use Poly seam seal to re-caulk at the tub or shower and floor joint as part of your homeowner maintenance. Take precautionary measures to avoid getting water on the floor from baths and showers.

HOMEOWNER RESPONSIBILITY: Please note that you are responsible for the prevention of inordinate

water spillage around the tub or shower at all times. When cleaning floors, do not allow water to lie on the floor. Also, maintain the caulk

between tub/shower and the floor.

FIRST YEAR: We will repair any vinyl floor covering that is loose due to improper

installation. We will not be responsible for loose vinyl floor covering caused by water damage, cuts, tears, or gouges. Due to variations in natural products and dye lots, we will not be responsible for exact

matches of replacement materials.

SECOND YEAR: No warranty.

### **GARAGE DOORS/OPENERS:**

Keep garage doors closed in cold weather to prevent excessive heat loss in your home and closed during hot, humid summer days to keep out humidity. You may have to adjust locking devices in the winter, should frost raise a garage floor and not permit the door to lock. In the event that frost does raise the garage floor, your weather stripping along the bottom of your garage door may need to be adjusted. Resetting the torsion spring should only be adjusted by a professional as it is dangerous. Excessive tightening and close fitting of doors will cause them to bind and make them difficult to operate. It is not possible to make your door 100% weatherproof, light-proof or airtight. Garage doors will be installed as recommended by the manufacturer. Some snow and water can be expected to enter under normal conditions.

FIRST YEAR: We will warrant your garage door and opener against installation and

manufacturer defects.

SECOND YEAR: No warranty.

### **HEATING AND AIR CONDITIONING:**

GENERAL: The heating system in your home will maintain a 70-degree temperature in your home when there is -5-degree wind-chill factor or higher temperatures outside. A variance of +5 or -5 degrees may occur in different areas in your home. Adjustment of airflow in registers may help balance the temperatures in your home.

You should cover all windows, and particularly sliding glass doors, with draperies during the cold months. These also keep out the sun's rays in summer when your air conditioner is operating. However, during extreme temperatures and high humidity levels in the house, condensation may form on windows and will need to be wiped away.

It is possible to negatively affect the cost efficiencies of your home. For example, keeping thermostat settings higher than 72 degrees F during the heating season or lower than 75 degrees F during the cooling season.

HIGH EFFICIENCY FURNACE FLUES: Your high efficiency furnace has two flues. One is for the intake of combustible air, and the other is for the exhaust of the furnace. These flues are directed out the side of the home (location can vary). Since these flues can be located close to the top of the foundation, it is the homeowners' responsibility to keep the area around the flues free and clear from snow and ice in the winter seasons which can block the airflow of these flues.

AIR CONDITIONING: Take time to read the manufacturer's operating instructions, warranties or other papers accompanying your equipment. If necessary, mail any return postcards to record warranties. You may find some of

this information on the service panel of the condensing (outside) unit.

This system should be ready for operation when you move in. Legacy Homes will explain its' operation during your New Home Orientation. Your air conditioning system consists of a cooling unit (compressor), thermostat, ductwork and registers. It also utilizes the furnace fan and air filter. Your air conditioning system will cool your new home to a temperature differential of 15 degrees. As an example, it will maintain 75 degrees inside at an outside temperature of 90 degrees. Your air conditioning system was designed and engineered using the following criteria: (1) that all window and sliding glass door areas are draped; (2) that filters are changed regularly; (3) that the unit has been operating a sufficient amount of time to cool surface areas since surface area dictates cooling ability; and (4) that you have kept the condensing unit coils free of dirt, grass clippings and other debris. Please note: running your HVAC unit lower than 75 degrees during the cooling season may negatively affect the efficiency and may cause condensation to form. Please also see section on "BASEMENTS" and "CONDENSATION IN BASEMENTS, CEILINGS, AND OTHER LOCATIONS".

Don't wait until extremely hot weather to check and make sure your air conditioning unit is operating and cooling properly. Test it as soon as temperatures reach 70 degrees. If you wait too long, you'll find most service departments too busy to give you prompt attention.

WARNING: Damage may result to your air conditioner if it is operated in the winter.

DAMPERS: Your furnace system may be equipped with a damper to control the amount of air flow throughout your home.

The damper is located at the main trunk line directly above your furnace. With the damper switch pointing parallel with the trunk line, the damper is fully open and the maximum airflow is moving through the system. To decrease the amount of airflow to the main floor and increase the amount to your upper floor, adjust the damper by turning the switch no more than a quarter turn until the desired amount of airflow is achieved.

- FRESH AIR INTAKE: Installed in your Heating and Cooling system, per mechanical code, is a fresh air intake that brings in air from outside of the home in to your air delivery system. The fresh air intake has a damper that is electronically monitored and controls the amount of fresh air brought into your home. The fresh air intake should be left in the on position to ensure your furnace system is working properly and that your home has enough fresh air to maintain a healthy indoor air quality.
- FAN AND FILTER: The fan in your furnace circulates the air throughout your home and the air filter helps reduce the flow of dust and lint in the air. Just as you need to periodically clean or replace your heating system air filter, you need to clean or replace the same filter during the cooling season. We recommend changing this filter at least once a month and changing as recommended by the manufacturer.
- FURNACE & A/C MAINTENANCE/TROUBLESHOOTING: We suggest the following procedure in case you encounter any difficulties. You will be responsible for service charges if you have not followed these procedures. Before calling a service person:
  - 1. Check the thermostat to ensure settings are in correct heating/cooling position.
  - 2. Check the switch and fuse on the side of the furnace.
  - 3. Check the circuit breaker in your electrical panel.
  - 4. Check the electronic starter per the instructions.
  - 5. Check the filter. In many instances, a dirty air filter located on the inside of the furnace, at the cold air return causes insufficient heating. Do not remove the air filter without replacing it. You need to inspect filters on a monthly basis and clean or replace them as required.
  - 6. Check heat distribution if you are not receiving the heat distribution you desire. Be certain that all room registers are open. If they are, try adjusting the individual dampers on the heat outlets in the room.

Your furnace will automatically turn on if the room temperature drops below the setting of the thermostat. A point to remember: contrary to common belief, setting heating controls high does not make a furnace heat faster. The same

principle applies to air conditioning.

HUMIDIFIERS: If a power humidifying attachment is installed, it will need occasional cleaning to remove mineral deposits left by the evaporation of water. Deposits in the water cause most humidifier problems. The deposits form on working parts, plates or valves. You need to check your humidifier monthly, (and daily in extreme cold weather), in accordance with the manufacturer's recommendations. Turn the water to your humidifier off when the heating system is not in use. Power humidifiers work only when the furnace is operating. The humidifier damper should be open in winter and closed when the humidifier is not being used.

Your energy efficient home is built to standards that make your home a tighter, more efficient home. The use of a humidifier in your energy efficient home can have a negative impact on your home and cause damage if used incorrectly. These damages can consist of, but not limited to, condensation damage, mold, wood floor problems, wet attics, and ceilings.

WARNING: Too much moisture in your indoor air can lead to condensation damage to your home. The most common indication there is too much humidity from a humidifier or another source is condensation forming on windows, and condensation in the attic. Condensation will usually form on the bottoms and sides of windows when too much humidity is present in relation to the cold temperatures outside. Condensation in the attic will show up as frost on the bottom side of the roof sheathing until the roof warms up and then the frost melts and drips down into your insulation and drywall at your ceiling. Be sure to keep your humidifier set in relation to the coldest outside air temperature of the day. If you expect the low temperature to be 20 degrees the humidity level in your home should not exceed 35%. If you anticipate a low temperature of zero the humidity should not exceed 25%. If the expected low is -20 degrees the maximum humidity should be 15%. You should turn your power humidifier off if the low temperature is below -20 degrees. YOUR WARRANTY DOES NOT COVER DAMAGES CAUSED FROM THE USE OF HUMIDIFIERS AND HUMIDITY FROM ANY OTHER SOURCES. Please also review the section "CONDENSATION IN BASEMENTS, CEILINGS, AND OTHER LOCATIONS" under the BASEMENT section.

REDUCING UTILITY BILLS: The largest single variable in any home that affects utility bills is personal family life style. Identical homes on the same street may have utility bills that vary as much as 100%. By "living smart" in your new home, you can maximize the benefits from insulation and other energy saving features we have installed.

Commonsense activities such as closing the windows and doors when the heating/cooling system is working can add up to substantial savings. Not running the dryer, range or oven during the heat of a hot summer day will also save on your air conditioning load. Adjusting thermostat settings to 68 degrees (or lower) in the winter and 78 degrees (or higher) in the summer and closing the drapes or curtains on hot days when the sun beats into the room can reduce your utility bills too.

Think about the way your family lives in your home and look for ways to improve the efficiency of all the systems. Heat produced from inside by lights, appliances and people makes up part of your summer air conditioning load. Also, during the heating season, even on cold days, the sun can warm the inside of your home and take part of the load off your furnace if you open drapes on the sunny side of your home. During winter vacations leave the thermostat set at the normal setting. Don't shut off the heat to basement or living areas or you may come home and find a frozen or burst pipe. As a SAFETY precaution, any time you leave your home for more than two days, be sure to turn your water off at the main shut off valve, and turn it back on when returning. This will prevent water damage to your home in the event of a frozen or burst pipe.

REGISTERS: The registers are another means of regulating airflow and temperature in individual rooms throughout your home. There are two kinds of registers: air supply registers and air return registers. Adjusting the supply registers, rather than changing the thermostat setting, is a way to regulate the overall house temperature. Your home will also have one or more return registers. You should not obstruct return air registers with furniture or other objects. It is a good practice to vacuum supply and return registers occasionally to keep them free of lint and dust accumulation that will decrease the efficiency and raise the operating costs of your system.

THERMOSTATS: We have centrally located the thermostat that contains the controls for both heating and cooling. This location eliminates influence by drafts of air and sudden temperature changes that occur near doors and windows. For efficient operation, set your thermostat at the desired temperature, leave it there day and night and set the fan switch in the ON position. If you have a humidifier, make sure it is the type with a humidistat, and not the kind that works every time the fan is on, as the latter will cause excessive moisture in your home. Do not keep changing the

thermostat setting or turning the system on and off as this causes the system to do twice as much work in bringing the temperature to the comfort level again. The thermostat will maintain an average temperature setting. (Allow a + or -5-degree swing to prevent constant ON/OFF operating of your furnace/air conditioner.)

TIMELY TIPS: While the thermostat, registers and system filters are the keys to the efficient operation of your cooling system, there are a number of other measures you may take to ensure that you get the most for your utility dollar.

- (1) Always keep exterior doors (especially garage doors) and windows are closed tight. Use of awnings, draperies (especially insulated ones), roll shades, venetian blinds and other means of shading the sun from glass areas will do much to reduce operating costs.
- (2) Keep the outdoor portion of your cooling system free of obstructions that would prevent the flow of air through the unit (such as leaves or grass clippings).
- (3) Like your heating system, you need to inspect and clean your cooling system at least once a year. You can use a professional repairman for this service. See your instruction manual for details.
- (4) If for any reason your system should suddenly fail to operate, check your circuit breakers. They need to be in the ON position. Reset the circuit breaker if it has tripped. If the breaker should kick out a second time, call the Warranty Department.
- (5) We equipped your air conditioner with an interior circuit breaker, in the electrical panel, and an external electrical disconnect, located on your home near the exterior air conditioning unit. Both must be on for the air conditioner to function.

HOMEOWNER RESPONSIBILITY: You need to mail any return postcards to record the necessary

warranties. YOU WILL BE BILLED FOR A SERVICE CHARGE if you call for service on a furnace or air conditioner when the item is your responsibility. Wrapping of the condensing unit may VOID your warranty. Leveling or raising the air conditioner condensing unit, if it settles, is the homeowner's responsibility.

FIRST YEAR: Legacy Homes guarantees vo

Legacy Homes guarantees your heating and cooling system against manufacturing and installation defects. The cooling lines to your air conditioner should not develop leaks during normal operation. Legacy Homes warrants against cooling line leaks. We will attempt one time in the first year to repair ticking, squeaks, vibration, etc. noise due to

expanding materials. We cannot guarantee a solution.

AFTER FIRST YEAR: The manufacturer may warrant your furnace heat exchanger and your

air conditioner compressor longer than one year. See Manufacturer's

warranty for details.

SECOND YEAR: No warranty.

### **INSECTS/PESTS:**

We are not responsible for the entrance of insects, mice or other pests into your home.

A common occurrence of infiltration of insects during dry years are Springtails. They may enter a structure seeking moisture when their outside habitat becomes too dry. These insects can intrude into a newly constructed building because of moisture in the building materials seeking sustenance. As the home dries, the insects will die or leave. The insects do no damage, but their presence (often in large numbers), and the fact they can jump, can be upsetting.

FIRST YEAR: No warranty.

### LANDSCAPING AND GRADING:

SOD: We will install the initial sod on your graded lot. The ultimate care and maintenance of your lawn is your responsibility after closing. If sod is installed after closing, it is your responsibility to begin watering your sod as

soon as it is laid. Legacy Homes does not warrant sod due to improper watering or care by the homeowner. You need to water your sod at least the amount needed each day to ensure that the sod and underlying soil is damp at all times to allow proper rooting. This rooting period can be 2-3 weeks or more in summer and less in spring or fall. Once rooted, reduce new sod watering schedules and water as needed. We also recommend that you fertilize, treat for weeds and apply insecticide as needed.

Legacy Homes will install only the initial sod for your lawn. We will not be responsible for adverse weather conditions or neglect on your part to provide the proper care and maintenance for your lawn after you take possession of your home.

HOMEOWNER RESPONSIBILITY: The ultimate care and maintenance of your sod is your responsibility after closing. Once installed, sod is not covered under warranty.

FIRST YEAR: No warranty.

RETAINING WALLS: Retaining (wood or concrete block) walls can fall victim to nature because of heavy rains or snows. Make sure that you keep earth compacted around these walls and fill any hollow spots or erosion that occurs. Keep the grade around your home high enough so the earth slopes away from the dwelling. This is your responsibility.

HOMEOWNER RESPONSIBILITY: Fill any settling around retaining walls at first sign. Once installed, walls are not covered under warranty.

FIRST YEAR: No warranty.

- LANDSCAPING: Plant shrubs at least 3 feet away from your foundation walls and trees far enough from your foundation to help prevent root growth underneath your foundation. Do not put flower beds along foundation walls--dig several feet away. Plastic sheets under decorative rock or rock borders can cause water problems and we do not recommend their use. Do not create water pockets or low spots that will provide an opportunity for water to seep down along your foundation wall instead of flowing away from it. To prevent and minimize foundation problems, we recommend the following:
  - 1. The soil around the outside of your home slopes away from the foundation when we complete your grading, providing positive water drainage away from your home. Often times we grade swales to ensure water drains away from your home and off your lot. Do not put landscaping, play equipment, or other structures in these swales. It is your responsibility to maintain grades and swales to keep positive drainage of water away from your foundation and allow no pooling of water on your lot. Failure to do this will cause unequal expansion of soil around your foundation. A common cause of many drainage problems is planting grass above the level of a patio, walk or driveway and trapping water (like water behind a dam). As the earth around your home settles, it may cause depressions, particularly where there has been a trench at the foundation of your home. You must keep these places filled with dirt so that water will not collect in them and cause excessive dampness in your basement
  - 2. Homeowners sometimes create unequal soil moisture conditions around their foundation by creating water traps. This can happen when installing concrete, borders, brick planter borders or flower bed edging, all of which may create a water dam a short distance from your foundation. When planning such improvements, you need to take into consideration the necessity of water draining positively away from your home.
  - 3. In drought conditions, large cracks occur in the yard soil. It is important to water evenly, and not excessively, around your entire foundation to minimize the soil contraction and consequent foundation movement. This watering should be every 3 to 5 days rather than very heavy watering for long periods of time.

Legacy Homes is not responsible for settling of fence posts and/or gates installed after closing. Any landscaping or improvements of any kind added after closing are not covered under warranty.

HOMEOWNER RESPONSIBILITY: 1) The homeowner is responsible for maintaining grades and swales.

2) PRIOR TO YOUR INSTALLATION OF LOT LINE FENCING, SPRINKLERS, OR PERMANENT LANDSCAPING LEGAL

# SURVEYS TO DETERMINE EXACT LOT LINES ARE YOUR RESPONSIBILITY AND ARE REQUIRED. LEGACY HOMRES DOES NOT PROVIDE LEGAL SURVEYS OR PLOT PLANS

- 3) Settling of the soil around your home will occur for many years. The filling of settled areas at first sign, like any reoccurring concern, is considered a homeowner's maintenance responsibility. We will supply fill dirt ONE TIME FOR YOU in the first year to fill settled areas.
- 4) Legacy Homes will not be responsible for material that fails due to neglect or acts of nature. Sod and mulch are not covered under warranty.

FIRST YEAR:

No standing water should remain anywhere in your yard 24 hours after a rain, except swales that may drain as long as 48 hours after a rain. We are responsible only for establishing the necessary grades and swales as part of your site plan drainage. It is the homeowner's responsibility to fill any settling at first sign. We will supply fill dirt ONE TIME FOR YOU in the first year to fill settled areas. The delivery time is dependent upon weather conditions and availability.

Please note: Legacy Homes is responsible for the initial grade only. Legacy Homes is not responsible for a neighbor's sump pump discharge, sprinkler system, or any drainage from a neighbor's house regardless of the superintendent.

SECOND YEAR: No warranty.

### MIRRORS:

We will repair cosmetic defects such as waves in glass or silvering failure. Steam and minute oil particles can affect mirror silvering. Take care not to touch the silver with cleansing compounds, oil or ammonia. Scratches and cracks are not warranted.

FIRST YEAR: We will warrant against defects in the mirror, waves in the glass and

silvering failure.

SECOND YEAR: No warranty.

### **PLUMBING SYSTEM:**

GENERAL: Your home's plumbing system was installed by a qualified plumbing contractor. It complies with local building codes and local authorities inspected it at several stages. All drain, waste, sewer lines and fixtures drained when tested.

If you care for this system properly, it will need only minimum maintenance for many years to come. Your prompt attention to any problem that arises could prevent more serious problems from developing. Any damage caused by homeowner negligence is not warranted. Leaks must be reported timely and contained until a review can be completed. Any excessive damage due to an unreported leak will not be covered under warranty.

CONDENSATION ON COLD WATER PIPES: (See Basements)

DISPOSAL: Follow the manufacturer's recommendations for proper care of your garbage disposal. Many people assume that because their waste disposal is capable of grinding up most of their garbage, it is also capable of eliminating grease and other substances that they would not otherwise pour down a drain. You need to be just as careful not to clog disposal drains with grease. When grinding greasy substances, use plenty of cold water. Always use cold water when the disposal is on. Should the drain stop up, do not put chemicals down your disposal. The combination of plenty of water and ground up refuse acts as a scouring cleaner inside your disposal. Allow the disposal to run long enough to do a complete job. Avoid putting large amounts of any material especially fibrous materials (such as flowers, celery, onions, rice, potato peelings, corn husks, etc.) down your disposal. Packing your disposal full and

then turning it on leads to jamming. Should the unit become jammed, there are several simple steps to follow:

- 1) Again, unplug your disposal before checking for any matter that is not grindable inside your unit. Remove the contents of the disposal.
- 2) Wait ten minutes, and then press the reset button on the side or bottom of the unit. Most disposals have a reset button that works in the same way as a circuit breaker. Should your disposal become overloaded with a substance it cannot grind, it will turn itself off. If this happens, turn the switch to OFF, remove the substance obstructing the disposal's operation, wait about ten minutes, push the reset button (see your instruction booklet for its location) and turn the switch to ON. If it still does not start, turn it off again and check to be sure you

have not tripped a circuit breaker.

3) Unplug your disposal if the first two steps don't work. We provided a disposal wrench. You can insert it in the hole in the bottom of the disposal (under the sink). Turning the wrench back and forth a couple of times will usually loosen the material enough that the disposal will start. Remove the wrench. Once again, press the reset button, turn on the switch and the unit should start. WARNING: When your disposal stalls, be absolutely sure the switch is OFF before inserting your hand to remove material. Also be sure it is OFF before using a wrench.

HOMEOWNER RESPONSIBILITY: Proper operation and maintenance as outlined above. You will be

charged a service fee to review a garbage disposal if due to homeowner

negligence.

FIRST YEAR: Legacy Homes warrants your garbage disposal against manufacturing

and installation defects.

SECOND YEAR: No warranty.

DRAINS: Each plumbing fixture in your home has a drain trap. It is a P-shaped piece of pipe designed to provide a water barrier between your home and the danger of sewer gas. The trap holds water, which prevents the airborne bacteria and odor of the sewer gas from entering your home. If you use any fixture infrequently (such as a basement shower or floor drain), you need to flush water down the drain at regular intervals, or pour ½-1/2 cup vegetable oil down the drain to replace evaporating water and ensure that the barrier remains intact (this is to prevent sewer odor from entering your home). Traps, because of their shape, are also the point at which drains are most likely to become clogged.

When the drainpipe from a tub, sink or shower stops up, first use a plunger. Be sure the rubber cup of the plunger covers the drain opening and that the water comes well up over the cup edge. Working the plunger up and down rhythmically 10 to 20 times in succession will create a vacuum in the pipe and help more than sporadic, separated plunges. Be sure to plug the overflow outlet, if there is one, with a piece of old cloth and close the other drain when working on a double sink.

If the plunger doesn't work, try using a plumber's snake. You can rent or purchase a snake at a hardware or plumbing store. Be sure to turn the handle of the snake in the same direction when removing it as you did in inserting it. This will keep any matter attached to the snake from coming loose before you remove it.

You may be able to finish cleaning the drain with hot water after partial clearing with a plunger or snake. If not, you can open the trap under the fixture. (You can usually access a tub or shower trap through an adjoining closed wall or through your basement.) Put a bucket or pan under it to catch the water in the trap. A piece of wire may help to dislodge the blockage. You can run the snake in at this point. Never use caustic soda to open a drain. It will combine with grease from soap or food wastes to form an insoluble compound. Never use a plunger on a drain after using chemical drain openers; the water may splash and cause an injury or damage to nearby surfaces. If the stoppage is in the line past the trap, try using the snake at the clean-out plug nearest the blockage. We located these plugs on the drain lines throughout your home.

HOMEOWNER RESPONSIBILITY: It is your responsibility to keep P-traps and drains clear of debris.

FIRST YEAR: Legacy Homes warrants your drains against defects in materials and installation.

SECOND YEAR:

No warranty.

FAUCETS: Movable faucet parts, both inside and outside your home, will require periodic maintenance. Needless strain on faucets increases the frequency of repair. It is important, therefore, to understand their proper care.

We equipped your home with either of two basic types of faucets: a washer type or a cartridge type.

In your home, the washer-type faucets (sillcocks or exterior hose bib) found on the exterior of your home are of a "self-draining" design that does not require a separate inside shutoff valve. While the handle for turning the water off and on is on the outside of your home, the valve seat is on the inside where room temperatures prevent freezing which can damage the unit. Before freezing weather, HOSES, QUICK CONNECT ADAPTERS, Y'S AND OTHER DEVICES MUST BE DISCONNECTED from your sillcocks so that all water remaining in the exterior portion of your sillcocks will drain out. Failure to disconnect all hardware from your sillcocks before freezing weather voids your warranty because it will cause the hose bib to split inside the wall. You need to check each sillcock prior to freezing weather, including interior garage hose bibs, to be sure they are clear of water and of foreign objects a child might put in them. They self-drain when turned off, so water doesn't remain. Due to their construction, it is impossible for them to freeze if you disconnect hoses and other devices, so if a broken sillcock occurs, we will not assume responsibility for their repair or damage to your home. CAUTION: If your sillcock is split it will only leak inside your basement. Any faucets or hose bib located inside a garage must be winterized as well. If frozen, they are not covered under warranty.

The previous instructions on the changing of washers apply to sillcocks. Exterior faucets are especially important in this respect since a leaking exterior faucet can lead to a damp or wet basement. Whenever turning your hose off at the sillcock, make sure you open the nozzle at the end of the hose. Pressure left in the hose can damage faucet washers and hoses.

Cartridge-type faucets are interior faucets that need little or no maintenance.

Faucet aerators: Aerators are small round screened attachments commonly found screwed to the mouth of kitchen and bath faucets. These attachments add air to the water as it leaves the faucet, which reduces splashing and helps keep the use of water to a minimum. You need to remove and clean aerators frequently, usually every three or four months. We install water saving restrictors in all our shower heads to reduce water flow.

HOMEOWNER RESPONSIBILITY: Follow the manufacturer's cleaning recommendations. Disconnect everything from exterior hose bibs prior to the first freeze of the season. This includes hoses connected inside the garage. Winterize garage utility sinks, if applicable.

FIRST YEAR:

Legacy Homes warrants your faucet against defects in materials and installation. See manufacturer for additional warranties. We do not warrant frozen sillcocks (hose bib) or any damage that may result from a frozen sillcock.

**SECOND YEAR:** 

No warranty

### TUB, SHOWER AND SINKS:

GENERAL: The surfaces on your new plumbing fixtures are durable, but not indestructible. Continue to protect their finish by observing the following preventive measures. Chips and/or cracks in tubs, showers, and sinks due to homeowner's negligence will not be covered under warranty.

FIBERGLASS TUB-SHOWER COMBINATION: Your home may be equipped with a fiberglass shower or tubshower combination. Recommended cleaning is with warm water and a non-abrasive cleaner. You can remove stubborn stains, paint or tar with turpentine, paint thinner or mineral spirits on a clean cloth. DO NOT use metal scrapers, wire brushes, other metal tools or abrasive cleaners. You can restore dulled areas in the fiberglass unit by rubbing with a cleaning compound such as Gel Gloss.

KITCHEN SINK: Your kitchen sink may be made of stainless steel, porcelain enamel on steel or silgranit; in any case it is good practice not to allow leftover foods to accumulate in the sink. Likewise, avoid scraping the unit with utensils or heavy pots and pans that might mar or dull the shiny finish. As with other fixtures, use non-abrasive cleaners. Prevent water spills on the countertop around the sink. Water can leak under the sink rim and damage the countertop. Therefore, it is the homeowner's responsibility to seal around your kitchen sink.

RECAULKING OF TUBS AND SHOWERS: As your home matures, maintenance to various fixtures may become necessary. The frequent heavy moisture content common in bathrooms, the weight of the tub when filled with water, settling of your home itself over time and the normal expansion and contraction of all materials involved will cause separation between the tub or shower stall floor and the wall surface or tile bathroom floors. You need to check your tubs and showers every 3-4 months. Caulk any cracks with a tub and tile sealer (we recommend Polyseamseal). You need to do this as soon as cracks appear to prevent water damage to the surface behind the tile and surrounding areas. Over time, the caulking may also become cracked or dried out; at that time, you need to completely remove and replace it with fresh caulking or tub sealer.

SHOWER STALL: See above for shower stall bases. You can clean glass shower enclosures with any ordinary dishwashing detergent (not soap) or Glasswax. Remove more stubborn mineral deposits with commercial glass cleaners. Keep shower curtains INSIDE your tub to prevent water from getting on floors and leaking through. After shower use, immediately mop up any water that has leaked around the curtain ends.

FROZEN PIPES: If a pipe should freeze in the first year, contact Legacy Homes Warranty Department. Of course, the best solution to the problem of frozen pipes is prevention. Never leave a home without heat during cold weather. As a safety precaution, any time you leave your home for more than 2 days, be sure to turn your water off at the meter and turn it back on when returning. This will prevent water damage to your home in the event of a frozen or burst pipe. On extremely cold days and/or nights, you can prevent frozen pipes on sinks on exterior walls by keeping base cabinets open and turning on the faucet to a very slow drip. Please note: this does not include exterior hose bibs (please see Plumbing: Faucets for more information).

GAS LEAKS: <u>Call the emergency service department of the gas company immediately</u> if you suspect escaping gas because of gas odors. They have specialized equipment designed to find any leaks. Don't spend time searching for the leak. Call the gas company as quickly as possible. You can turn the gas off at a valve near the meter. Make sure you relight all pilot lights after you turn gas back on. Open windows for ventilation. Check to see if any pilot lights have gone out, but don't attempt to relight them by yourself unless you're sure about what you are doing. If you have any doubts, leave the job for the gas serviceman.

WATER HEATER: Your new home may be equipped with a gas water heater. For your protection your unit comes equipped with a pressure and temperature relief valve. This valve will prevent a dangerous buildup of temperature or pressure. When the valve is operating, it will appear that the tank is leaking, while it is merely releasing excess pressure. Water heaters normally collect small quantities of scale and dirty water. This residue should periodically be removed by draining some water from the tank. You can accomplish this by opening the valve at the bottom of the heater and allowing the tank to drain itself of the residue (remove about two gallons). Do not completely drain any tank without shutting off the heat. This is recommended once a year. CAUTION: Water will be HOT.

If your home is equipped with an electrical water heater, and there is no hot water, check to see if the circuit breaker has been tripped (See Electrical, page 20-21). If the breaker is on and has not been tripped, please proceed to contact the Warranty Department.

HOMEOWNER RESPONSIBILITY: Be sure to send in your manufacturer's warranty cards on the

equipment. Any alteration of the water heating system by the

homeowner voids the manufacturer's warranty.

FIRST YEAR: All water heaters carry a warranty for one year against rusting,

leaking, and recovery. See the manufacturer's warranty for the tank

warrantv.

SECOND YEAR: No warranty. Please see manufacturer's warranty for the warranty

coverage for parts only.

MAIN WATER SHUTOFF VALVE: This valve (water supply valve) is perhaps the most important element of your plumbing system. We located this valve where the water service pipe enters your home. Your Superintendent will point this out during your New Home Orientation. You can stop the water flow into your home's system at this

point, should an emergency warrant it. As a SAFETY precaution, any time you leave your home for more than two days, be sure to turn your water off at the meter and turn it back on when returning. This will prevent water damage to your home in the event a pipe freezes or bursts.

NOISY PIPES: In areas where the water pressure is very high, you occasionally may get a pounding or knocking sound when closing a faucet abruptly. Sometimes you can overcome this problem by slightly closing the main shutoff valve. As noted earlier, steam in your pipes also can cause them to be noisy (See Hot Water Heater). Worn or loose faucet parts (see faucets) or air in the pipes can also cause noise.

SANITARY SEWER LINES: Your home's waste and sanitary sewer lines are constructed with high quality plastic (PVC). The plumber tested and inspected these lines. Avoid disposal of hair, grease, lint, garbage, heavy tissue, disposable diapers, sanitary napkins and other such material into the system. An exception, of course, is that you may dispose of certain foodstuffs in your garbage disposal. Continue to protect your waste lines. A sound practice is always to use a generous amount of cold water with your garbage disposal unit to keep the sink drain open. We flushed your drains clean in preparing your home for closing. Any clogging from construction debris or damage would occur immediately. If this occurs within 30 days after closing, we will be responsible for repairs - unless we find an item listed above as the cause. If Legacy Homes is responsible for the clogging, we will reimburse the plumber for expenses, provided you notified us before the repair is started, or if an emergency repair, you followed our policies, and that they follow through with any repairs to the exterior of your property. It may be necessary to excavate a portion of your yard in making repairs, but we will re-sod any areas that we damage. You must notify Legacy Homes before beginning such repairs, or you must accept all responsibility and expenses.

TOILETS: Use a plunger to open a plugged toilet. Use a plumbing snake to free the obstruction if the plunger does not open the toilet drain. You can buy or rent one from a hardware or plumbing store. Insert the auger so that the point goes up into the trap. Turning the handle of the auger will break up blockage or catch it so you can remove it. It is easier to use if one person holds the auger and another turns the handle. Never flush hair, grease, lint, diapers, rubbish, etc., down the toilet drain. Such waste stops up the toilet and sanitary sewer lines. With the water saving toilets required by current building codes, a double flush may be necessary (flush waste first, then paper).

If the toilet tank appears to leak, it may only be condensation forming on the outside of the tank and dripping to the floor. If water leaks into the bowl through the overflow pipe, try adjusting the float level so that the float will be closer to the bottom of the tank. Then flush the toilet again, if it still leaks you need to replace the leaking fill valve. If the water trickles into the bowl but is not coming through the overflow pipe, it is coming through the flush valve. The linkage between the flush valve flapper and the flushing lever may need adjusting, so that the flapper will drop straight down after you release the flushing lever. A worn flush valve or dirt or rust on the flapper or the flapper seat will let water leak through into the bowl. If the flapper or seat is dirty or rusty, clean it. If you find a worn flapper, remove it and replace it with a new one.

Do not use products that contain chlorine in your toilet tank. They will damage the flushing mechanism!

WATER LINES: The lines that carry water into your home are highly resistant to rust and corrosion, and should last the lifetime of your home. We install a pressure regulator valve to reduce the water pressure in the event that the pressure becomes abnormally high. Thus, we protect the plumbing system and such appliances as dishwashers, automatic washers, etc. It is very important that you DO NOT adjust the pressure regulator.

If any of your appliances such as the washer or the dishwasher should overflow, check to be sure the trap though which it drains is open. If the cause of stoppage anywhere in the system is not evident, we recommend calling your local plumber, as this is a homeowner's maintenance item. If leaks in the system should occur around loose or damaged joints, we recommend calling your local plumber rather than trying to repair them yourself.

HOMEOWNER RESPONSIBILITY: You must report any installation defects immediately per our emergency or priority instructions and before the end of your first year. The manufacturers guarantee most of the major components of your plumbing system. You need to mail the necessary postcards to record their warranties. Condensation can occur under humid conditions and is normal.

FIRST YEAR:

Legacy Homes warrants faucets and plumbing fixtures for one year. We warrant against the pipe system (i.e.: soil, waste, vent, gas, or water pipe) from leaking. We do not cover condensation on piping as it does not constitute leakage. We will attempt one time in the first year to repair ticking or vibration noise due to expanding materials. We cannot guarantee a solution because of the difficultly involved.

SECOND YEAR: No warranty.

WHIRLPOOL TUBS:

HOMEOWNER RESPONSIBILITY: See your manufacturer's warranty booklet for cleaning and operating

instructions. If unit is not operational, please check your GFCI outlet located under the removable panel (see GFCI's in electrical). Never operate your whirlpool tub without having water above the jets.

FIRST YEAR: Legacy Homes warrants against installation and manufacturer defects

of your whirlpool tub.

SECOND YEAR: No warranty.

### RADON:

Radon is an odorless, colorless, radioactive gas. It is formed naturally from the decay of radioactive elements. Radon is present indoors and outside and it is not possible to avoid it. Levels of radon in homes and other buildings depends on the characteristics of the rock and soil around. As a result, radon levels very greatly in different parts of the United States, sometimes even within neighborhoods. If your home was permitted after September 1, 2019 your home includes a passive radon system as outlined per code by the State of Nebraska. This includes a sealed lid over the sump pit and PVC piping to the exterior. A passive system does not include a fan.

HOMEOWNER RESPONSIBILITY: In the event the sump pit is about to overflow it may be necessary to

break the seal on the cover and bail the water out.

FIRST YEAR: Legacy Homes warrants against defects in installation.

SECOND YEAR: No warranty.

### **ROOFS AND GUTTERS/DOWNSPOUTS:**

The roof on your home will last for many years. We install flashing where your roof meets walls, dormers or in valleys where two roof slopes meet to keep water from entering your home. Water may back up and get under your roofing if the valleys become filled with ice and snow. Keep the gutters and downspouts free of leaves, trash, balls, ice and other material. You need to take care when walking on your roof to avoid damage.

If you find some shingles have blown off, after a heavy wind exceeding 54 mph, you need to repair them immediately. Your warranty does not cover such damage. Hail, windstorm damage, lightning, etc. to roofs can sometimes cause leaks. Contact your insurance agent so they can arrange repairs for you. Sometimes rain or snow blows through roof louvers. If damage occurs, call your insurance agent (if applicable).

Don't be concerned if shingles blow up on windy days. This can happen occasionally with the seal-down type, which have not had a chance to seal down.

Winter storms followed briefly by relatively mild temperatures can cause freeze-thaw cycles which sometimes result in leaking roofs. Most roof shingling is not waterproof; the shingles shed water down their overlapping courses into gutters or off your roof overhang. Erratic weather conditions can cause a buildup of water; either from snow or ice dams formed on your roof or in the gutters and downspouts. Then the standing water may back up under your shingles or eventually seep through the shingles, causing leaks.

Gutters and downspouts are aluminum finished with a long-lasting baked enamel finish. You need to keep them clear of tree limbs, leaves, balls and other obstructions that will stop the flow of water. Plugged gutters and downspouts may, in turn, flood your roof, ceiling or foundation. We recommend the use of aluminum gutter sealant

if any leakage should occur at the downspout or end caps.

HOMEOWNER RESPONSIBILITY: In case of severe damage caused by abnormal storms (hail) and heavy

wind, exceeding 54 mph contact your insurance agent. The down spouts

extenders are not covered under warranty after sod is installed.

FIRST YEAR: We warrant the roof on your new home from leaking and normal (not

to exceed 54 mph) wind damage for one year. See manufacturer's

warranty for additional coverage.

SECOND YEAR: No warranty.

### SIDING. VINYL or HARD BOARD:

Exterior vinyl siding requires little maintenance for many years. While vinyl siding remains virtually maintenance free, it will become dirty as any other product which is exposed to atmospheric conditions. Normally, your vinyl siding can be cleaned satisfactorily through the use of an ordinary garden hose. If stubborn stains cannot be removed with water, the following procedure can be used: 1) Equip the garden hose with a soft bristled, long handle car brush. 2) Where soil is of a stubborn nature, the following cleaning solution works well: 1/3 Cup household detergent, 2/3 Cup trisodium phosphate, 1 Gallon of water. Remember you need to always wear gloves when working with chemicals.

Vinyl Siding is made from organic material and will melt or burn when exposed to a significant source of flame or heat. You need to always take normal precautions to keep sources of fire, such as barbecues, grills and fire pits, and combustible materials, such as dry leaves, mulch and trash away from vinyl siding. It is also not uncommon for your vinyl siding to rattle due to installation requirements which may result in some noise.

Hard board siding (fiber cement siding) is made of wood, sand and cement materials. Hard board siding will need periodic cleaning and maintenance (patching, loose siding, caulk replacement, paint). Please see manufacturer specifications before completing any repairs and maintenance. Most stains may be removed with a soft brush and water. Mildew may also form on siding and may be removed with a mild soap. High pressure water blast and sand blasting may damage the surface of the fiber cement product and is not recommended. Acid washing can damage the fiber cement surface and is not recommended. Low pressure water spray, a soft medium bristle (nonmetal) brush is suitable for cleaning fiber cement products. Hard board siding will need to be re-painted periodically.

HOMEOWNER RESPONSIBILITY: In some cases, you may be asked to contact the manufacturer directly

to file a warranty claim. Your warranty field manager will direct you

on how to initiate service.

FIRST YEAR: We will warrant your siding against installation or defect in the

material for the first year. Any warping of your siding in excess of 1/2" in 8 feet will be repaired. Please refer to the manufacturer's warranty

for additional coverages. Cracked or damaged siding due to homeowner negligence or hail is not covered. Due to variations in natural products and dye lots, we will not be responsible for exact

matches of replacement materials.

SECOND YEAR: No warranty.

### SPRINKLERS:

After install of your sprinklers, please make sure all zones are covering and watering the sod. Neglected sod is not covered under warranty. There may be small areas that your sprinklers will not cover (i.e., close to the foundation, small area between driveway and stoop, etc.). In this case, you may need to hand water until grass is established. Please see manufacture booklet for details on zones and watering times. Watering times should be reduced after sod is established. Please talk with neighbor's regarding excess runoff from sprinklers. It is the homeowner's responsibility to properly prepare sprinkler systems prior to freezing temperatures.

HOMEOWNER RESPONSIBILITY: It is the homeowner's responsibility to winterize their sprinkler system prior to the first freeze.

FIRST YEAR: Legacy Homes will warrant your sprinklers against material and

installation defects.

SECOND YEAR: No warranty.

### STONE:

Your masonry walls add a special character to your home. Each masonry unit will not be perfect and spaced perfectly. Small surface chips or cracks and slight variations in size, placement, and color are normal and help to create the texture, beauty and interest of the masonry. The mortar joints in brickwork/stonework are subject to weathering resulting from exposure over the years. You need to tuck-point the joints when this condition is evident to maintain a weather resistant exterior. Masonry may require cleaning and sealing. You can clean your masonry with a soap and water solution.

FIRST YEAR: Legacy Homes will warrant your brickwork/stonework against

material and installation defects. We will not be responsible for exact

matches of mortar or stone in replacement materials.

SECOND YEAR: No warranty.

### WINDOWS:

Your windows may be constructed of vinyl and/or aluminum and do not need painting

CLEANING: If the outside of the glass is extremely dirty, use a piece of crumpled newspaper and wash with a solution of 1 tablespoon of household ammonia (or 3 tablespoons of denatured alcohol) to a quart of warm water or use a commercial glass cleaner containing ammonia. Lightly soiled windows will usually respond to a solution of a cup of vinegar to a gallon of water. Apply the cleaning solution with a lintless cloth or sponge and dry the glass with a chamois, lintless cloth or paper towels. If you have one, a rubber squeegee will speed the drying process. The frames can be cleaned with a mild detergent solution.

STORM WINDOWS (if applicable): Your home has double-glazed windows (two layers of glass with a sealed air space in between). You will not need storm windows. WARNING: This insulated glass may crack due to excessive heat buildup from dark drapes heating the glass.

CONDENSATION ON INTERIOR SIDE OF WINDOWS: During extreme cold exterior temperatures, condensation (and even frost) can form on the inside of the windows. This is due to high humidity inside the home and is not a failure of the window and is not covered under warranty. Make sure the window is closed and locked, wipe moisture off the windows and reduce or shut off humidifiers until a proper humidity level is restored. Keep blinds and window curtains open to allow for air flow. Water damage on window sills due to humidity can appear as a leak. This water damage is not covered under warranty. Please also see section on "Humidifiers" in "Heating and Air Conditioning" for more information. Condensation between panes of glass is covered under warranty. See service policy section for details.

MINOR REPAIRS: Using silicone spray on window tracks will help to reduce sticking. You can always feel a downward movement of colder air next to the surface of windows in cold weather. These convection currents can be present even though the windows are weather-stripped. They result from the contact of warm inside air with the cold glass. This chills the air and causes it to descend. You should not mistake cold air convection currents for air leakage. Your insulated glass windows help to reduce this condition. If during a heavy rain or storm, some leakage occurs around windows, remember that water can be a powerful force, and if the windows were tight enough to be watertight, they would also be too tight to open. You should lubricate moving metallic parts of casement or awning-type windows with silicone spray. Use an aluminum cleaner following the manufacturer's instructions carefully, if soap and water does not clean aluminum windows sufficiently. If you have removable window dividers, handle carefully when removing or replacing them to avoid breakage. Remember: No window, regardless of type, will be absolutely weather or watertight, especially during high wind conditions.

SCREENS: Screens can be removed for cleaning. Please take care not to bend or pull-on frames as they may not return to place. Bent or broken frames are not covered under warranty. Screen material with stretch, holes, tears, etc.

is not covered under warranty. Missing screens after closing are not covered under warranty.

HOMEOWNER RESPONSIBILITY: Any cracked or broken glass, or any holes or stretch in the screen are

homeowner's responsibility.

FIRST YEAR: We will replace insulated glass only if the unit has a broken seal and

there is condensation between the panes. Condensation and damage from condensation on the inside of the window or window sill is not

covered under warranty.

SECOND YEAR: No warranty. Contact the manufacturer directly for possible warranty

coverage on insulated glass.

### EGRESS WINDOW WELLS:

Your home may have an egress window that is surrounded by a concrete window well. Located at the bottom of the window well below your egress window is a gravel bed that encloses a drain tile that connects to your home's drain tile system. This drain tile will carry off water that enters into the window well. Routine seasonal homeowner maintenance of the gravel bed is required. This includes the removal of leaves, debris, and silt which may result in the removal of portions of the gravel base. This gravel base must be added to and maintained to the original height/quantity of gravel for the window well system to drain properly. It is also a good routine to examine the window well prior to and following a major rainfall event to ensure there are no leaves, debris, or silt present prior to the storm or created by the storm. Legacy Homes will not be responsible and your window well warranty may become void if the gravel bed has not been properly maintained and/or altered in any way.

### **HOMEOWNER'S RESPONSIBILITY:**

- 1. Maintain a positive grade away from the window well at all times.
- 2. Routine seasonal homeowner maintenance of the gravel bed is required. Removal of leaves, debris and silt may result in the removal of portions of the gravel base. A clean gravel base must then be added to and maintained to the original height/quantity of gravel for the window well system to drain properly. A gravel base that has silt/mud in it will not drain rainwater away properly.
- 3. It is also a good practice to examine the window well prior to and following a major rainfall event. This is to ensure there are no leaves, debris or silt present prior to the storm or created by the storm.
- 4. Do not re-direct downspouts towards or in close proximity to window well.
- 5. Maintain a clean and working gutter and downspout system.
- 6. Do not add landscaping that results in a channel or path for run-off of water into or towards the window well.
- 7. Sprinkler heads should never spray directly towards the home's foundation, siding, or window well.
- 8. Do not use window well as a planter or place potted plants within the window well. The window well should be kept clear at all times.

FIRST YEAR: Legacy Homes guarantees your window well to not hold water or allow

water to buildup in the window well and enter through the

window/home for one year. This warranty may become void if proper homeowner maintenance listed above is not followed. Your warranty does not cover personal property and items not installed as part of the

original construction of your home.

SECOND YEAR: No warranty.

### **GENERAL PRODUCTS:**

CAULKING: You, the homeowner, must properly maintain any and all caulking in and around your new home. Any damage that might occur from not maintaining the caulk will not be covered under warranty. This includes, but not limited to trim pieces, around exterior edges of tiles, around bathtubs and sinks, backsplash to counter seams and around windows.

### FRAMING LUMBER:

Like other building materials, wood will contract or expand with weather changes. Changing temperatures will affect wood. It may shrink under extreme dryness or swell under extreme humidity. Legacy Homes built your home with dried lumber which keeps these problems to a minimum; however, some shrinkage and swelling is unavoidable. The areas primarily affected will be ceilings, doors, baseboards and floors. More pronounced movement occurs on the outside walls of your home. Various results of this shrinkage and swelling include slight cracks around doorway arches and windows and "nail pops" on ceilings. Although it is impossible to alleviate this problem, keeping your home at an even temperature will help reduce movement. (Note: for nail pops, see Drywall.)

Your warranty does not cover warping and cracking of framing and trim lumber because it is a natural tendency of wood.

- LOCKS: If security of your home is a concern, consider these following suggestions before adding any additional locks to your doors. Locks that require a key on the inside are potentially dangerous when you need to open the door in an emergency. If you use this type of lock, make sure a spare key is always handy for anyone who might be trapped inside your home. Installation of any locks or chains will be most secure if the screws and bolts used for attachment go all the way through the door or frame. That way you cannot remove them from the outside. A metal insulated door may require the services of an expert to install new locks
- PAINTING: Natural finished doors will require more frequent re-coating than painted doors. Some homes have raised panel doors on the front entrances. The panels may dry at different rates causing slight shrinkage. This appears as though the panel is pulling away from the balance of your door. Conditions of this nature are normal. You can easily repair them by repainting the newly exposed wood with a fine paint brush to match the rest of the door. This shrinkage does not impair the structural strength of your door.
- SLIDING DOORS: Sliding glass doors and their screens operate on nylon rollers and require occasional spraying of the tracks with a non-oil-based silicone spray lubricant or waxing with paraffin. You must keep the tracks clean at all times to prevent damage to rollers. Make sure weep holes are clear of debris or dust. The use of force could damage your door or screen. Screen doors tend to get out of shape if forced open or closed and they may never operate as well again. Reduce their use by keeping screen doors in the open position until needed, especially in winter. Sliding doors and screens both have adjustment screws at the bottom, so that you may adjust them if they start to stick or drag. Remember no sliding door regardless of price will be absolutely weather or watertight against the elements.

Occasionally, during exceptionally cold weather, frost or condensation may appear on the frames or glass surfaces. The cause is usually excess humidity in your home. Wipe up any moisture that drips before it can harm floors, walls or woodwork. Snow must be removed timely from the outside of the door.

- TRIM & MOULDINGS: In the normal process of settling and shrinking, trim and mouldings, such as baseboard quarter-round, may separate from the floor, leaving a small space that will catch dust and dirt. Loosening the quarter-round or other trim and re-nailing in proper position will eliminate this problem. If small separations occur at corners or other seams in any trim you can fill them with wood filler, but sometimes further settling will bring the pieces back together again. You can stain or paint the filler to match the moldings. A thin piece of cardboard or heavy paper slipped under the moulding during the painting will protect your floor. It is the homeowner's responsibility to maintain the caulking between and around all trim boards.
- WEATHER STRIPPING: Re-gluing or re-nailing loose weather stripping should be all that is necessary. For re-gluing, use strong, water-resistant household glue. Do not use cyano-acrylic (super) glues. Weather-stripping along the bottom of the entry doors is not covered under warranty. Make sure doors are free of rugs, shoes, etc. before opening as this can tear the bottom of the weather-strip.

### **USEFUL TIPS**

What you can do in your new, energy-efficient Legacy Home to conserve energy and resources:

- 1. In operating your garbage disposal, use cold water to solidify any grease that might get by, thereby reducing stoppage concerns.
- 2. Keep your faucets maintained to prevent leakage.
- 3. Keep all doors and all windows closed when the air conditioner is operating.
- 4. Settling on a desired temperature and leaving the thermostat setting there, is more energy efficient rather than adjusting it all the time.
- 5. Keep your furnace filters clean. (We recommend changing a minimum of once a month)
- 6. Clean the outside air conditioning condensing unit off frequently to keep the coils free of dirt, grass clippings and litter.
- 7. To ensure even air flow, be sure not to block registers (supply and/or return registers).
- 8. Keep your dryer lint filter clean.
- 9. If you plan to finish the basement area, be sure to insulate the walls.
- 10. Keep your refrigerator coils and motor clean for maximum efficiency.
- 11. Keep drapes closed on the south and west sides of your home on sunny days when the air conditioner is operating, but keep them open on sunny cold days during the heating season.
- 12. Fill dishwasher completely before using.
- 13. Try not to use the high position of your range elements for long periods of time.
- 14. Remember to keep your overhead garage door closed to keep out excessive heat, humidity or cold.
- 15. By using a dehumidifier, you will reduce your air-conditioner's load.
- 16. Keeping screen doors fully open or fully closed when not in use, will give it extra support and prevent most binding.

## HELPFUL HINTS CONCERNING YOUR HOME

TOOL KIT: You will need a few basic tools and supplies for necessary adjustments to your home. A suggested list follows:

- 1. Medium-sized adjustable wrench
- 2. Standard hand pliers
- 3. Screwdrivers, small, medium, large and Phillips head
- 4. Claw hammer
- 5. Assorted nails, brads, screws, nuts and washers
- 6. Flashlight
- 7. Stepladder
- 8. Caulking gun
- 9. Plunger

You can rent or purchase other tools as you have a need for them.

- FIRE EXTINGUISHER: Every homeowner should own at least one fire extinguisher. Each member of the family should be familiar with its location and operation. Have it checked annually to be sure it functions properly and is fully charged. Be sure you and your family know how to turn off the electricity, gas and water in the event of an emergency of any sort. You should not use some types of fire extinguishers for electrical fires.
- FIRST AID KIT: Keep a home first aid kit or its equivalent in a convenient location. Buy and keep with it a booklet on first aid and home safety.
- DUPLICATE KEYS: When you take a vacation, it is a good idea to leave a key with a neighbor for use in the event of an emergency. If you forget to attend to something, the neighbor might be able to take care of it.
- SAFETY: Make periodic checks of storage areas, backs of closets, basement corners, etc., to be sure no oily rags, gas cans, painting supplies or flammable cleaning materials have been forgotten. You should discard these items because they could be a fire hazard.

Check stairs, steps and ladders for broken steps that could cause an accident. Check handrails and railing for sturdiness and reliability. Try all the lights located in infrequently used spaces to make sure they work when needed.

Replace any frayed electrical appliance cords and take any overloaded extension cords out of service. Regularly check all connections to your electrical system to correct any possibly hazardous situations.

INSURANCE: **Don't let your homeowner's insurance lapse.** You need to protect the investment you have made in your home at all times against tragedies like fire, wind and hail damage. Call your insurance agent immediately when you have any loss or damage due to wind, rain, snow, hail or other hazards for which you have coverage. Read and understand your policy. It is wise to reevaluate your amounts of coverage periodically. Increasing values or construction costs may leave your home underinsured if replacement becomes necessary. Legacy Homes is not responsible for damage to personal items or improvements added to your home after closing.

### **SEASONAL CHECKLISTS:**

- 1. Check condition of putty, caulking and exterior paint. Replace or paint as needed (spring).
- 2. Inspect roof for snow damage; repair if necessary (spring).
- 3. Check for evidence of termites (spring).
- 4. Clean or change furnace and microwave, refrigerator filters (each month).
- 5. Check and clean gutters and downspouts (spring and fall).
- 6. Check and repair cooling system when temperature reaches 70 degrees. Don't wait until hot weather appears.
- 7. Fill settled areas and depressions around foundation (spring, summer, fall).
- 8. Fertilize and seed lawn (spring and/or fall).
- 9. Have heating and air conditioning system cleaned and repaired if necessary.
- 10. Periodically check cords and plugs of all electrical appliances for wear. Replace worn cords and plugs if necessary.
- 11. Test smoke detector for proper operation monthly. Check to be sure the unit is clean (vacuum or swab) and replace batteries when necessary.
- 12. Make a careful safety inspection of your home, inside and out, to seek out problem areas before someone is injured.
- 13. Inspect the hoses to your washing machine. Look for leaks and/or deterioration of the hoses.

### **WINTERIZE YOUR HOME:**

- 1. Remove outside hose connections, timers, hose-splitters, and attachments to avoid freezing, including garage hose bibs and faucets. Winterize your sprinkler system to avoid frozen lines.
- 2. Keep driveways, walks, and steps free of ice and snow to avoid damage to them and prevent hazardous walking conditions. Don't use salt or damaging deicers on concrete.
- 3. Keep garage doors closed to cut down heat loss.
- 4. Inspect all doors and windows for tight fit and proper insulation. Clean all window tracks, clean and adjust the door thresholds, check weather-stripping at windows and doors. The tighter your home, the more energy efficient it will remain.
- 5. Lubricate door hinges, latches and hardware.
- 6. Check the attic insulation to be sure the entire ceiling area remains covered. Vents must remain unobstructed to vent the attic space and prevent condensation buildup.