



Guidelines & Procedures for New Construction Home Buyers

CONTACT: Legion Custom Home Builders, LLC (Builder) is a boutique custom home builder and as such, Buyers have limited, if any, access to their design department and minimal contact with their construction superintendents and or sub-contractors during the building of the home.

- ALL communication to and from the builder should be handled through the designated listing agent. In an effort to maintain a more professional relationship, all parties involved in the transaction (agents, buyers, builder, and title company) will maintain proper lines of communication with their designated representatives at all times.

ACCESS: Access into the homes is not allowed during the construction stage unless accompanied by the builder or builder representative. In the event the buyer accesses the homes during the construction stage, the builder is not responsible for any damages caused or incurred to the buyer.

- The builder will not address any concerns brought to their attention regarding the construction of the home until the property is "complete." All issues will be addressed at the Home Orientation.
- Builder will designate at what point the home is considered "complete."
- Builder will determine if changes/upgrades or finishes can be changed or selected, according to the stage of the home.

CHANGE ORDER: Only items listed on the executed contract OR agreed to through a signed Change Order (CO) will be addressed by the builder prior to closing.

- In the event that the builder does allow buyer(s) to select items that have not been installed, nor ordered, the builder will only do so IF the following conditions have been met:
 - o Option period, financing period, and or contingency offers have expired
 - o All upgrades are paid in full, in advance, and non-refundable. Checks will be written directly to Legion Custom Home Builders, LLC.
 - o Replacement items must be available in stock and from builder selections and budget.
- Once the builder has confirmed any changes/upgrades with the buyer(s) and received the non-refundable deposit these items will NOT be changed - they are FINAL.
- Builder will not offer credit for any items related to a buyer change order.

Buyer Initial(s) _____, _____

Seller Initial(s) _____, _____



BACK ORDER: On occasion, due to a back order or discontinuation of an item on the original Selections and Specifications a reselection may be required. In such event, the buyer will be notified of the new selection by the builder, through their agent, and whether or not an option exists for the buyer to choose from. In most cases, the builder will make the reselection. If the buyer is involved in the re-selection, they will not be held accountable for any fees and will not be charged as long as a new selection is within the same price point.

TIMELINE: Once the builder has executed the contract, the builder will create a tentative timeline for closing. The timeline will be communicated to the buyer, or agent through the Legion Custom Home Builders, LLC listing agent. This timeline will include dates by which the following item/events should take place to conform to the closing date, as negotiated per the executed contract. It is imperative that the buyer(s) make the necessary arrangements to not only be in town, but also be available during the given days/times the builder has open for such events. Unfortunately, Legion Custom Home Builders, LLC cannot accommodate evening or weekend times. If the buyer cannot make such arrangements, they must authorize their agent to do so - this can be done via email. If neither the buyer nor the buyer's agent is available, the home will close without the walk process.

- All walks will take place between Monday and Friday, with appointments starting as early as 8:00 AM and as late as 3:00 PM.
 - o Any changes to that schedule will be approved on a case-by-case scenario.
 - o Buyer will schedule the appointment through their Agent and Builder's Sales Representative via email.
 - o Any approved time/date will be followed up by a Meeting request sent out by Legion to all parties.
 - o Any changes to date and times must also be sent via email and a separate meeting request will be sent out to all parties.
- 3rd party inspection:
 - o Buyer is responsible for informing their agent the time and date of the inspection so that the home can be made accessible to the inspector.
 - o The builder will only repair items listed on the inspection report, as required by the City of Houston residential building code and not based on opinions or recommendations of individual inspectors.
- Home Intro:
 - o Buyer will allow up to 1 hour for this initial walk and introduction to the home which will be conducted by the superintendent.
 - o Buyer understands that the only people authorized to be in the Home Intro are the Legion Custom Home Builder superintendent, themselves, and their agents. To keep walks productive we discourage participation of extended family and friends.
 - o Buyer understands that this will be the only time in which to "punch" or "blue tape" the home to compile the official list for the home - at no time before or after the Home Intro, is the buyer (or anyone else acting on behalf of the buyer) to walk the home for such purposes themselves.

Buyer Initial(s) _____, _____

Seller Initial(s) _____, _____



- Buyer understands that the superintendent will assist them in this process, and they will review the home’s feature/functions/maintenance.
- Buyer also agrees that items from the inspection report that have been agreed to by the builder will be addressed or added to the list (if not already completed by the time of Home Intro).
- Final Walk:
 - Buyer will allow up to 1 hour for this final walk, which will serve to confirm that all items on the punch list created at the Home Intro have been addressed
 - This appointment will almost always occur a day or two prior to closing, or possibly the morning of closing - if time permits.

OTHER IMPORTANT NOTES:

- Appraisers use a variety of approaches, which yield inconsistent results and as such the builder will not be obligated to adjust the pricing or make changes due to appraisers provided by appraisal results.
- Sellers must be informed at least 7 business days prior to closing date, if their lender requires a Certificate of Compliance; and if so, the buyer will be responsible for the fee charged by the City of Houston. Said fee will be shown on the HUD.
- In the event that the contract must extend closing date due to Buyer, Buyer’s Lender, or any party besides Builder; there will be a daily fee of \$200/per day charge to the Buyer.

Buyer/Date

Legion Custom Home Builder, LLC/Date

Buyer/Date

Buyer’s Agent/Date

Property Address

Buyer Initial(s) _____, _____

Seller Initial(s) _____, _____