

# Section C

## DEFINED STANDARDS

The following shall be the DEFINED STANDARDS for all purposes of the Builder's Limited Warranty agreement between Builder and Purchaser:

### **Structural, Mechanical-Plumbing And Electrical Standards**

**Subject** to the terms and conditions of the Builder's Limited Warranty agreement, Builder warrants that the Residence fully complies with the structural, mechanical, plumbing and electrical standards contained in the Building Code, Mechanical-Plumbing Code and Electrical code regulating residential construction in Colorado. Inspection and approval by the governmental agent having jurisdiction shall constitute evidence of compliance and shall give rise to a rebuttable presumption that the Residence does, in fact, comply with such codes.

### **General Defined Standards**

**Subject** to the terms and conditions of the Builder's Limited Warranty agreement, Builder has warranted that, in accordance with the general industry standards prevailing as of the date the pertinent construction was performed, the Residence shall be free from defective workmanship and materials during the applicable Warranty Period.

**While** Builder and Purchaser have agreed upon certain minimum defined standards (set forth below), the absence of any claim defect from the following list shall not mean Builder has no responsibility; and whether Builder does, in fact, have the responsibility for such claimed defect shall be determined by referring to the general industry standards prevailing as of the date of the pertinent construction. If the workmanship or material claimed to be defective is below those industry standards, then Builder shall be responsible for such defect.

### **Minimum Defined Standards**

#### **Potential Problem**

#### **Comments**

#### **Builder Obligation/Warranty Period**

##### **A. Masonry and Concrete**

1. Concrete foundation wall cracks in basements/crawl spaces.

Shrinkage or settlement cracks are common and should be expected within certain tolerances.

Any cracks greater than 1/4-inch width or vertical displacement or any cracks which are permitting water to enter (providing the homes owner has complied with all landscaping requirements) will be repaired by caulking, surface patching or pointing. Builder is not responsible for color variations.

**Warranty Period:**  
1 Year

<b><u>Potential Problem</u></b>	<b><u>Comments</u></b>	<b><u>Builder Obligation/Warranty Period</u></b>
2. Cracks in block or veneer walls (blocks, bricks and mortar joints).	Settlement cracks are common and should be expected within certain tolerances.	Builder will repair any cracks greater than 3/8 inch in width. The crack will be repaired by caulking, surface patching or pointing. Builder is not responsible for color variations.  <b>Warranty Period:</b> 1 Year
3. Cracks in concrete basement floors.	Shrinkage cracks are common and should be expected, as slabs are designed to "float" separate from the foundation.	Any crack greater than 1/4 inch in width or 1/4 inch in vertical displacement will be repaired by caulking or surface patching.  <b>Warranty Period:</b> 1 Year
4. Concrete structural floor systems.	Concrete structural floors may have been installed in basements, garden levels and walkouts. These floors are designed to accommodate up to 40 pounds per square foot. Builder is not responsible if the system is overloaded by the homeowner. Shrinkage cracks are common and should be expected. Caulking these cracks is a homeowner maintenance item.	Any crack greater than 1/4 inch in width or 1/4 inch in vertical displacement will be repaired by caulking or surface patching.  <b>Warranty Period:</b> 1 Year
5. Cracks in concrete slabs with tile, hardwood or vinyl as the finished surface.	Concrete cracks that rupture finish floor materials installed by builder will be repaired.	Builder will repair any cracks greater than 3/8 inch in width by caulking, patching or pointing. Finished surface will be repaired by patching, grouting, caulking or other remedies that are the discretion of the Builder.  <b>Warranty Period:</b> 1 Year – One time only during warranty period.
6. Cracks in garage slab.	Shrinkage cracks are common and should be expected within certain tolerances. Cracks smaller than the warranty standard must be caulked and maintained by homeowner.	Cracks exceeding 1/4th inch in width or vertical displacement will be repaired by caulking, patching or other remedies that are the discretion of the Builder.  <b>Warranty Period:</b> 1 Year

<b><u>Potential Problem</u></b>	<b><u>Comments</u></b>	<b><u>Builder Obligation/Warranty Period</u></b>
7. Cracks in driveway.	Shrinkage cracks are common and should be expected within certain tolerances. Cracks smaller than the warranty standard must be caulked and maintained by homeowner.	Cracks that exceed an average of ½ inch in width and vertical displacement for the length of the crack will be repaired by caulking, patching or other remedies that are the discretion of the Builder.  <b>Warranty Period:</b> 1 Year
8. Vertical or horizontal separation of sidewalks or vertical or horizontal separation of stoops away from the house.	Watering too close to sidewalks and stoops can cause them to excessively settle and is not a warranty item. Minor separation is normal. Cracks smaller than the warranty standard (and all cracks after the warranty period) are a homeowner maintenance item.	If separation or settling is determined to be caused by excessive watering, Builder has no obligation. Separation of more than 1 inch will be repaired by caulking or other measures determined by Builder.  <b>Warranty Period:</b> 1 Year
9. Standing water on patios, stoops or steps.	Minor puddling of rainwater is normal.	Water puddling to a depth of 1 inch or greater that stands for more than 24 hours after a normal rainfall will also be corrected per builder instructions.  <b>Warranty Period:</b> 1 Year
10. Separation of brick or stucco masonry from concrete slab or step.	It is common for the joint to crack between concrete and masonry due to the dissimilarity of the materials.	Cracks exceeding 1/4inch in width will be repaired by caulking, patching or other remedies that are the discretion of the Builder.  <b>Warranty Period:</b> 1 Year
11. Cracks in patio.	Shrinkage cracks are common and should be expected within certain tolerances. Cracks small than the warranty standard must be caulked and maintained by the Homeowner.	Any crack greater than 7/16 inch in width or vertical displacement will be repaired by caulking, surface patching or other remedies that are the discretion of the Builder.  <b>Warranty Period:</b> 1 Year
12. Powdering, scaling or pitting of concrete.	If the problem is caused due to salt, chemicals, mechanical implements, or unusual weather, Builder warranty does not apply.	Unless notified at the Homeowner Orientation, repair of spalling is a home maintenance item.  <b>Warranty Period:</b> None

<b><u>Potential Problem</u></b>	<b><u>Comments</u></b>	<b><u>Builder Obligation/Warranty Period</u></b>
13. Discoloration of concrete.	Discoloration is common. Builder is not responsible for any variation in the concrete.	<b>Warranty Period:</b> None
14. Level floors.	Concrete floors should be level.	Concrete floors in habitable areas of the home will be level to within 1/4 inch within any 32 inch measurement except in areas specifically designed to slope toward a floor drain.  <b>Warranty Period:</b> 1 Year
<b>B. Carpentry</b>		
1. Walls that bulge, bow or are out-of-plumb.	All interior and exterior framed walls have differences. Walls which bulge or bow in excess of 3/8th inch within a 32-inch measurement is a defect. Walls that are out of plumb in excess of 3/4 inch within a vertical measurement of eight feet are a defect.	Builder will correct to meet warranty standards. If drywall removal is necessary, builder will patch the drywall. Builder is not responsible to paint the area if custom paint has been applied by Homeowner.  <b>Warranty Period:</b> 1 Year
2. Floor squeaks.	Homeowner acknowledges that a squeak-proof floor cannot be assured. Floor squeaks and loose sub-flooring is often a temporary and passing condition, caused by lumber shrinkage or temperature changes. Builder will make a reasonable attempt to eliminate squeaks without removal of floor and/or ceiling finishes. Approved methods include nailing or screwing loose subflooring with casing nails into the carpet surface and countersinking the nail or screw head. An isolated floor squeak is not a defect and is not warranted.	Squeaks that are apparent through two climatic seasons (i.e.: Winter to Spring), with carpet as the floor covering will be corrected by Builder within reasonable repair capability by nailing, caulking or other remedy. For floor squeaks with vinyl as the covering; see Section "E" – Flooring.  <b>Warranty Period:</b> 1 Year
3. Wood floor is uneven.	Floors should be level.	Floors will be level to within 1/4 inch within any 32 inch distance as measured perpendicular to any ridge or indentation.  <b>Warranty Period:</b> 1 Year