



Thank you for purchasing your home from Skyview Homes of Colorado, LLC, referred to herein as the “Builder”, to provide your one-year limited builder warranty.

Your home has been routinely inspected and accepted by all appropriate regulatory agencies throughout the building process. Skyview Homes, as the “Builder”, is providing a one (1) year limited warranty for major construction defects and certain construction deficiencies.

The warranties contained herein are subject to the following **definitions**:

A. **“Major Construction Defect”**. A major construction defect, (a “defect”) is actual physical damage resulting from substandard materials or workmanship in accordance with local industry standards and practice, local building codes as interpreted by local building officials and that substantially affects the structural soundness of the home or renders the home uninhabitable or dangerous or which seriously affects the use of the home for ordinary residential purposes, for an extended period of time, as determined by a qualified licensed professional engineer or licensed qualified industry expert.

B. **“Construction Deficiency”**. A construction deficiency, (a “deficiency”) is a minor or cosmetic shortcoming in the construction of the home that poses no threat to the structural soundness of the home and does not render the home uninhabitable or dangerous. The nature of the construction process is that project that contains components that were constructed in the open air and exposed to the elements during construction, inclement weather, etc. Further, the Builder has no control over variations in paint, finish, changes in humidity, the manufacturer’s manufacturing process and a myriad of other factors that affect the product used in construction. The result is that there are some construction deficiencies inherent in any construction project and are unavoidable.

C. **“Major Construction Components”**. The major structural components are the following:

1. Roof rafters and trusses
2. Ceiling and floor joists
3. Structural floor systems and slabs, in the living area of the home
4. Load-bearing partitions and walls
5. Load-bearing beams and headers
6. Foundation systems and footings

D. **“Non-Structural Components”**. The non-structural components are the following:

1. Roof shingles and sheathing
2. Sheetrock and plaster
3. Siding
4. Brick, stucco or stone veneer
5. Ceramic wall and floor tile
6. Non-load bearing walls and partitions
7. Non-structural concrete floors in attached garages, basements, utility and laundry areas or others areas not finished by the Builder as living space.
8. Electrical, heating, cooling, cable television, alarm and plumbing systems; electrical fixtures, doors, windows, trim, counters, hardware and insulation which have been affixed to the home.

E. **“Pre-closing Walk Through”**. The Builder will provide the Owner with an opportunity to examine and note any actual deficiencies or damage in the Home prior to closing. Any and all such defects and/or deficiencies must be noted in writing on the “Pre-closing Checklist and Declaration of Acceptance”. This “walk-through” appointment will be with the builder’s Construction Department Representative

F. **“Construction Standards”**. The Construction Standards are those set forth below. The Construction Standards are the only items to which this Limited Warranty shall apply.

G. **“Term of Warranty” or “First Year Warranty”**. The Term of Warranty or First Year Warranty means the one (1) year warranty commencing on the date you close and take title to the property and ending one (1) year from that date.

2. CONCRETE

A. Foundation or Basement Walls. Hairline cracks due to shrinkage are common in foundation and basement walls and are rarely a sign of structural deterioration. Any interior cracks exceeding 3/8 of an inch will be considered excessive and will be repaired by surface patching by the Builder. A match in color or texture of the patching material cannot be guaranteed.

B. Concrete Slab Floors in Finished Areas. Due to expansive soils, concrete slab floors in living areas are designed to move independently of surrounding walls. Movement in excess of one inch (1") from the original floor level at the points it originally joined the surrounding wall, will be considered excessive. The Builder will correct to within the one inch (1") standard. Cracks exceeding three eights inch (3/8") shall be patched by the Builder.

C. Concrete Slab Floors in Unfinished Areas (Garage, Basement, Utility Room). Concrete slab floors in unfinished areas (garage, basement, utility room) are designed to move independently of surrounding walls. Excessive movement in excess of three inches (3") or that which prevents or substantially interferes with normal use of those areas will be corrected by the Builder.

D. Exterior Concrete Flatwork. (Drives, Walkways) Although we use good materials and qualified workmen, it is impossible to eliminate cracking in concrete. These cracks are very common and are caused by rapid changes in temperature, humidity, and soil conditions, and are beyond the control of the manufacturer or the installer. These cracks rarely prevent the normal use of the walk or drive. To help control this cracking, we "score" or groove flat concrete to allow the cracks to follow these pre-determined grooves. This prevents the majority of the cracks from being readily apparent. We will not repair or warranty any cracking in exterior flatwork unless it exceeds one-fourth of an inch and is noted by the Homeowner and countersigned by the Builder's Representative and our "Walk-Through Check List and Declaration of Acceptance" form on the pre-closing walk-through appointment. We recommend any such cracks be sealed promptly by the home owner.

E. Attached Entry Stoops. Poured concrete entry stoops will generally settle. If they have pull away from the structure more than two inches (2"), the Builder will return the stoop to within the two inch (2") standard. Cracks exceeding one-quarter of an inch are not acceptable in stoops and will be repaired by surface patching. Although the Builder will attempt to match as closely as possible, we cannot guarantee a match in color or texture of the patching material to the original surface.

3. FINAL GRADE AND LOT DRAINAGE. The final grading of the home site has been done to insure proper drainage. This is extremely important due to high expansive soils in this region. By professionally sloping and contouring the home site, water is directed away from the home to areas where it will not cause damage to the foundation. *It is very critical that you do not alter this grading.* Special attention should be directed to all areas within ten feet (10') of the foundation. Settling within this area should be filled immediately by contacting the HOA. Although the Builder will fill areas that have sunk in excess of ten inches (10") within ten feet (10") of the foundations one-time during your First Year Warranty, the Builder will assume no responsibility for shrubs or landscaping disturbed due to refilling. If the original grading is altered defeating its ability to properly drain water, serious structural damage may result and you will immediately void your Warranty. It is

relatively easy to maintain proper drainage, but lack of this basic maintenance can cause serious damage.

4. LANDSCAPING AND WATERING. Improper landscaping, whether done by professional landscapers or the HOA, is by far the largest single cause of serious water damage to foundations.

A. Do not alter the original drainage.

B. Do not water within five feet (5") of the foundation – decorative rock is far better choice than grass or shrubs that require watering.

C. Always maintain positive slope away from the foundation. If settling occurs, correct immediately. Particularly, areas around window wells.

D. Make sure all gutters and down-spouts area clear and drain onto a splash block or through a fold out extension. (Fold out extensions on down-spouts must be kept in the down position. Lift them only when necessary).

E. Sprinkler systems are notorious offenders in foundation water problems. Use only reputable installers who offer a warranty on their equipment and installation. If the system should leak and cause foundation damage the installer will be your only recourse. Do not allow sprinklers to throw water within five feet (5') of your foundation.

5. MASONRY Small hairline cracks will occur in masonry joints. This is a normal condition. Cracks exceeding one-quarter inch (3/8") will be repaired by patching.

6. CONSTRUCTION AND FINISH CARPENTRY:

A. **Rough Carpentry.** The framing of your home is constructed to pre-set standards, but there will be some minor settling and natural adjustment as the weight compresses the structure. This can cause some very minor shifting in walls and floors. Any wall that is out of "plumb" more than 5/8 of an inch over 8' vertical distance will be corrected to within the 5/8 of an inch and 8' standard. Wood sub-floors that squeak due to natural causes, i.e., contraction, expansion due to humidity and temperature differences, will not be warranted. If squeaks are a symptom of a construction defect, that defect will be corrected.

B. **Finish Carpentry.** (Doors, base, casing, wood caps, etc.) Due to the extreme changes in temperature and humidity levels in the area, mitered joints in door casings and base tend to separate slightly. If that separation exceeds 1/4 of an inch, the Builder will correct it by filling or re-attaching as necessary. Any junctures between a finished wood trim and walls or masonry should not exceed 1/4 of an inch standard. Any interior doors that do not operate freely, without binding or failing to latch will be corrected. Any warped doors or jambs failing to latch will be corrected. Any warped doors or jambs will be re-placed or adjusted so as to operate properly. Interior rough-sawn posts, beams or columns tend to naturally twist, split or warp. Unless there is actual structural failure, NO warranty and adjustments will be made.

C. **Siding and Exterior Trim.** Cracks exceeding 3/8" of an inch in finished siding or siding joints will be filled one time within the First Year. Cracks and gaps are normal in trim and siding;

cracks or gaps that exceed ½” of an inch in such trim will be corrected one-time within the First Year Warranty period only.

D. Exterior Doors and Windows. The main elements that affect the efficiency and mechanical operation of your exterior doors and windows are the severe weather changes that occur in this area. Some air infiltration is expected. In some extreme cases, where both high winds and severe rain occur, some minor leaking around operating surfaces is unavoidable. The Builder will warrant that all windows and exterior doors are adjusted and sealed to within manufacturer’s specifications. Any manufacturing or installation defects will be corrected within either the manufacturer’s warranty period of the Builder’s First Year Warranty coverage.

E. Stucco. Stucco is comprised mostly of sand (approximately 80%). The home is constructed of wood that expands and contracts throughout time. This normal expansion and contraction when combined with long periods of dry and heat, then moist and cold will result in cracks in the exterior stucco of the home. Cracks exceeding one-fourth of an inch (1/4”) in finished stucco will be filled or patched one time within the first thirty (30) days.

F. Paint and Stucco Color Coat. Exterior and interior paint is warranted for one year against peeling, bubbling or abnormal deterioration. Fading due to natural wear is not warranted. Normal spotting or fading due to natural weather conditions to the stucco color coat process is not warranted. Any repairs will be to affected areas only and will be matched in color as closely as possible. The repaired areas will be warranted only for the balance of the initial Builder’s First Year Warranty period. The Builder does not provide “touch up” paint, but we will be happy to inform the Homeowner where the paint may be purchased.

G. Fireplaces (if Applicable). The Builder warrants the mechanical operations of your fireplace for one year. A properly designed and installed fireplace should draw adequately under the full range of normal conditions. There will be periods of unusually high winds when the fireplace cannot function within its design criteria. No adjustments will be made for those unusual conditions.

H. Stained and Lacquered Woodwork. (if applicable). The Builder will provide a quality of staining and finishing consistent with the highest industry standards. The Builder cannot guarantee an absolute matching from stain hue, particularly from individual board to board.

I. Sheetrock. Minor irregularities such as nail pops, hairline cracks or slight rippling are unavoidable in sheet rock walls and ceilings and are not warranted. However, poor workmanship, such as bubbles in the tape, or obvious knife marks will be corrected. Sprayed texture on sheetrock walls and sprayed acoustic texture on sheetrock ceilings will vary in consistency of coverage and pattern. There is no warranty coverage on these visual differences (unless the appearance is below accepted Industry practices). Hairline cracking is normal at tape and metal cornerbead joints due to the structure settling. Such settling cracks on 1/8” or more will be repaired once during your first year of occupancy.

J. Carpeting. Carpeting will be installed so as not to have bubbles, wrinkles or frayed edges, and it will be secured along all edges. If any of these conditions develop within the First Year Warranty, they will be corrected by the Builder. Seams, in many cases will be visible, although, any

actual gaps between the butted backing, will be corrected. The Builder cannot guarantee a perfect color match when replacing or repairing carpet.

K. Resilient Flooring (Luxury Vinyl Planks). Gaps in resilient flooring seams should not exceed 1/8" of an inch. Some minor ridges or depressions may appear through the line from the concrete beneath. Ridges or depressions greater than an 1/8" of an inch will be corrected. The Builder cannot be responsible for differences in color, discontinued patterns on any repaired or replaced flooring. The Builder will not warranty any "damage" problems, such as rips, gouges or tears or stains or buff marks unless noted by Owner and countersigned by the Builder's representative at the time of the "pre-closing" walk-through.

L. Countertops. Seams in laminated countertops should not exceed 1/16" of an inch, nor should any delamination occur under normal use. The Builder will correct excessive gaps in seams and delamination within the First Year of Warranty. Granite is a natural stone known for its strength and resistance to scratching, chipping and to high temperatures, but being a natural stone, the builder cannot guarantee the consistency of color or grain. Granite needs consistent regular care to keep it looking its best. Aside from daily cleaning, granite needs to be resealed every one to two years. There is no warranty due to the lack of maintenance by the homeowner. The Builder will not warranty any "damage" problems, unless noted by Owner and countersigned by the Builder's representative at the time of the "pre-closing" walk-through.

M. Roofing. The Builder warrants that no roof or flashing leaks should occur (other than those caused by extreme weather conditions), within the First Year of Warranty. Gutters are designed to be hung level and it is normal for a small amount of water to stand in them. However, if the water exceeds 1", the Builder will correct to meet standards. Some moisture entry (snow or rain) into the attic area through ventilation openings during high winds is unavoidable. No warranty coverage for this situation is provided.

N. Cabinets. Cabinets will be warranted against manufacturing defects. Doors warping more than a 1/4" of an inch during the First Year of Warranty period will be adjusted (or replaced) to within the one-fourth (1/4") inch standard.

O. Caulking and Grout. Exterior caulking may crack or pull away due to natural expansion and contraction caused by extreme weather conditions. The Builder will re-caulk once during the First Year Warranty period if those cracks or gaps exceed one-half of an inch (1/2"). Interior caulking and grout are subject to much the same conditions as exterior caulk, but to a lesser degree; i.e., changes in temperature, humidity and natural settling. Interior tile grout has not been sealed by the Builder, and is suggested that the home owner do so after closing to assist in the longevity of the grout seal. Cracks over 1/8" will be repaired by builder.

P. Plumbing. The Builder warrants that all plumbing conforms to accepted industry standards and practices and applicable local codes. Specifically:

A. No leaks should occur in any drains or supply lines or their joints or couplings during the First Year of Warranty. Dripping of faucets due to normal wear in replaceable washers is not warranted.

B. Plumbing fixtures such as faucets, stools, tubs, sinks and shower heads are warranted against manufacturing defects for the First Year of Warranty period. The Builder cannot guarantee exact color or style match on replaced items, but will use comparable quality.

C. The Builder will not be responsible for clogged stools or drains that are caused by the Homeowner use or lack of maintenance. The Builder will be responsible for clearly determined construction defects; otherwise, the Homeowner shall bear all repair costs.

Q. Exterior Faucets. (Sill Bibs) Outside sill bib faucets will freeze and burst if a hose or switching apparatus is left attached during any freezing period. The Builder will not warranty any damage due to the outside faucet freezing.

R. Heating and Air Conditioning. The Builder warrants that the heating system will be installed in accordance with the ASHRAE handbook standards. The heating and air conditioning systems will be able to bring the temperature in finished rooms to at least 70 degrees, if measured at the center of the room and at a height of five feet (5'), under conditions normal to this area for the First Year of Warranty period. The Homeowner will be responsible to make adjustments in registers to distribute warm air flows to balance particular rooms in the system. Heating and air conditioning fixtures are warranted to the extent of their individual manufacturer's warranties.

S. Electrical. Electrical wiring, fixtures, switches, and receptacles shall conform to all applicable codes and shall be warranted against manufacturing or installation defects for the First Year of Warranty period. Any modifications, eliminations or additions to the electrical system without the written permission of the Builder will void any and all warranties on the electrical system.

T. Insulation. Each home is insulated to at least current Building Code Requirements.

7. Additional Provisions.

A. Defects covered during the first year. Subject to the provisions hereof, Builder agrees and warrants to Owner that the Home will be free of major construction defects in both the structural and non-structural components for a period of one year from the date hereof.

B. Not all items are covered by the limited warranty. Some items are homeowner maintenance items for which you will be responsible. Other items are covered by manufacturer's warranties and are therefore not covered by the "Builder". These may include, but are not limited to such items as windows, appliances, doors, heating and cooling systems, plumbing systems and interior finish products such as carpeting, hard flooring, tile, cabinets and countertops.

Common Service Requests That Are NOT Covered under your 1 Year Builder Warranty

Paint: Paint touch-ups after move-in are homeowner's responsibility. Builder will provide information on color of brand of paint for homeowner's reference.	Drainage: Unplanted/un-landscaped yards can wash out with just one heavy rainfall. Maintenance of grading and established drainage pathways is an HOA responsibility. Homeowner should not make any changes to grading.
Caulk: Shrinkage of caulk is a natural occurrence. For best results, re-caulk interior and exterior areas regularly, especially wet areas, such as around bathtubs and sinks, to maintain waterproofing.	Landscaping: Proper water and maintenance is necessary for a thriving landscape. Although HOA maintains landscape, homeowners are expected to keep landscape tidy and not to disturb the grading or drainage.
Vinyl Plank Flooring: Vinyl flooring is a durable and water-resistant product; however, it can still be damaged by misuse and lack of maintenance. Regularly sweep or vacuum dirt and debris to avoid getting it ground into your flooring and use care in moving furniture or sliding objects across flooring. Please carefully inspect your vinyl flooring at time of your orientation walk-through to note any damage to your floor. We do not warrant torn vinyl after move-in. Issues resulting from poor installation will be covered on the 1 year builder warranty.	Concrete: Cracks in concrete are likely to occur and common in our area. They are usually not an indication of a construction deficiency and will not impair the function of the concrete. Concrete is not considered an aesthetic element of your home. If cracks do occur, homeowners are encouraged to seal the cracks soon after discovery. Concrete that is exposed to the elements, such as driveways, sidewalks or patios, is not warranted after acceptance and move-in.
Tile Flooring: Cracking of grout joints is common as homes shift and temperature changes occur in a home, and repair of grout is an expected homeowner maintenance item. Excessive cracking of tile or grout joints that occur within the first year of ownership will be repaired by builder. The builder is not responsible for discontinued patterns or variances in dye lots.	Windows: Condensation of moisture on windows is not the fault of the windows. Condensation forms on window glass when the temperature of the frames and glass drops below the dew point as it relates to the humidity of your home. This can occur frequently when the temperature outside is colder than inside.
Stucco: Cracks in stucco are common and should be expected. If excessive, cracks will be repaired once by builder. If repaired, color and texture will be matched as closely as possible, but an exact match to existing stucco is impossible.	Sheetrock/Drywall: As your home settles, hairline cracks may occur in walls and ceilings, especially at corners. This is to be expected and is not the result of construction defect.
Brick or Stone Accent: Expect brick and synthetic stacked stone to have some mortar staining. Repeated cleaning may damage the finish. Cracks and chips are common in both products and not a sign of a defect. Brick or stone that is loose or not adhered properly will be repaired by the builder.	Countertops: Marble, quartz, and laminate countertops must be protected from sharp objects, heat, and abrasive cleaners. Homeowners are responsible for sealing your quartz or granite countertops after move-in. Some variance in pattern or markings may be apparent from manufacturing and are to be expected. Builder does not warrant damage due to misuse.

