



# Warranty Manual

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# Part 1

## The Cosand Projects Limited Warranty



## Introduction

Cosand Construction understands that a new project is one of the most important investments and is committed to every project using quality materials and workmanship. As such, your project is covered by the Cosand Construction Projects One Year Limited Warranty.

The warranty lists the specific items which are covered for the applicable warranty period, as well as the details, exclusions, and conditions of coverage. **Please review the Warranty prior to filing a warranty claim, to ensure that items claimed are covered under the Warranty and review possible homeowner maintenance issues. For your convenience, we are providing a simple step-by-step guide below to assist you in determining whether specific items may be covered under the Warranty.**

## Overview of Our Mutual Commitment

Cosand Construction is committed to delivering your project to you on the completion date in a clean and defect-free condition. If you discover material or workmanship defects during applicable warranty coverage periods, as defined herein, Cosand Construction will arrange to have the defects remedied at no cost to you. If there are problems with your property that are the result of ordinary wear and tear, or the actions of occupants of the property or other parties, Cosand Construction will not be responsible for remedying such problems.

From offering pre-construction orientations, to providing helpful maintenance information, Cosand Construction is here to assist your understanding of how to effectively maintain and maximize the enjoyment of your project.



## Pre-Closing/Occupancy Orientation

Prior to occupancy, you and a representative of Cosand Construction will conduct an orientation of the project.

The orientation will introduce you to the operational items in your project and inform you of maintenance responsibilities. You should also read through the entire warranty to learn more about your project responsibilities. The Cosand Construction representative will guide you through your project and explain all mechanical issues as well as note any items that need to be completed to call the project finished.

While a “perfect” project is literally impossible, there are performance standards for residential and commercial construction that will be used during your orientation as a guide to the construction of your project. These performance standards can be found in Part II of this manual.

Cosand Construction is responsible for completing the items on the occupancy list. Generally, we will try to complete this list before occupancy, however Cosand Construction is allowed 30 days after completion to complete the pre-occupancy list.

The Cosand Construction representative will also take the time to explain in detail the one-year warranty process, as outlined on the following pages. Please take note of the process so we may service your future warranty needs effectively.



## Procedure for Warranty Requests

We know that once you are settled into your new property, you may see items that were not noticed at the Pre-Occupancy Orientation, (excluding “cosmetic appearance” items). For that reason, a Cosand representative will follow up with the owner 90 days after the completion date. At that time, a walkthrough can be scheduled with the representative to address those items.

After the 90-day follow-up, it is the project owner(s) responsibility to contact Cosand Construction with warranty issues, up to 1 year.

## How to Request a Walkthrough

You can request a warranty walkthrough by doing the following:

1. Submit your warranty walkthrough or claim request via e-mail to:  
**aaron@cosandconstruction.com.**
- 1.1 Items to include on your claim: Name, contact information, and project details. Also include description of defect or issue, including when it was first noticed and any relevant photos or documentation.
- 1.2 Include a preferred day/time for the inspection or repairs to be taken care of.

## Before Submitting a Request

Prior to submitting a warranty request, please carefully review the warranty and the following questions to determine whether the claimed items are covered under the warranty.

### 1. Is it an emergency warranty claim?

Emergencies as define below, are problems which require immediate attention to protect you, your family, or employees from harm and avoid damage to your project:

- Whole project electrical outage
- Water outage
- Furnace outage
- Gas leak or outage
- Plumbing leak requiring whole project shut off.

Refer to the “Emergency Procedures” on the following page for more information on what to do in an emergency.



## 2. Is the claimed item(s) covered under a separate manufacturer's warranty?

Many of the consumer products purchased with residential or commercial project may be covered under separate manufacturer's warranties. At completion, Cosand Construction assigns the rights under these manufacturer warranties to the project owner(s) If your claim is covered under a manufacturer's warranty, please contact the manufacturer directly for warranty assistance. We recommend that you review, complete, and return any warranty registration forms for these products immediately after you move into your new space. Please be aware that manufacturers may charge a service call fee for any non-warranty (as determined by the manufacturers) repairs or replacement services.

## 3. Is the claimed item(s) covered under the warranty?

Please review the warranty to determine if the item(s) is covered based on the type of item(s) claimed and the time which has elapsed since the closing or completion date.

## What Happens Next?

Cosand Construction will contact you within approximately seventy-two (72) hours following our receipt of your request to discuss your warranty claim. A Cosand Construction representative will view and note each warranty claim you have requested.

If we determine that an item(s) on your warranty claim is covered under the warranty, we will repair or replace the item, as needed, at no charge to you. The work will be performed by a Cosand Construction representative or trade contractor, as determined, and scheduled with you by Cosand Construction. You or your authorized representative must be present to provide access to the project for warranty items to be completed. A project owner(s) failure to provide reasonable access to the project during normal business hours to complete repairs will relieve Cosand Construction of its obligations under the warranty.

Please note that weather conditions, problems with labor, material shortages, or other unforeseen or uncontrollable conditions may extend the time that is needed to complete a repair or replacement. Further, the extensive scope of work may require us to schedule a repair or replacement over a series of days. Cosand Construction shall not reimburse project owner(s)





for lost wages, or any other amounts claimed by project owner(s) in connection with warranty claim work performed herein.

## Emergency Procedures

In the event of an emergency, and you cannot contact Cosand Construction representative, we have included a list of contractors which can be called directly for service. In an emergency, it is imperative that you only contact the listed contractors for service. If you use a contractor not listed, it may result in a warranty on that item becoming void and Cosand Construction will not be responsible for any expenses incurred by a non-listed contractor. If you contact one of our listed contractors directly, please let us know that you have requested a warranty service by either phone or email.

### Troubleshooting Tips:

By using the troubleshooting tips below, you may be able to solve the problem immediately or mitigate the situation until a technician arrives.

### Gas Leaks:

Immediately call your local gas company. After reporting the emergency, call Cosand Construction.

### Water Shut-Off Valves:

Shut-off valves are located behind toilets and under sinks. Turn these valves to shut off the water supply to any toilet or sink.

### Main Water Shut-Off Valve:

Stop any pressure line leak by shutting off the main water valve. This valve is normally located in the crawl space of the home near the access cover. In residential or commercial spaces with no crawl space, the valve is normally near the water heater.

### Exterior Water Shut-Off Valve:

Water to the house can be shut off. This valve is usually located inside the water meter at the street.



### Roof Leaks:

If you have a roof leak, please contact Cosand Construction immediately during normal business hours. Please understand that we cannot have a roofer on your roof during rain. We request that you move furniture and any personal items away from the area. Try to contain water the best way possible. We will contact your roofer to address any problems, but you may not hear from them until drier weather conditions exist.

### Breaker Box:

Check the breaker box for a tripped breaker, (usually showing a red indicator). A tripped breaker must be switched all the way off, and then flipped on again to reset.

### GFCI Receptacles:

Check all GFCI receptacles and reset any that are tripped. Outlets in the kitchen, bathrooms, basements, garages, and outside will be on GFCI protected circuits.

## Emergency Contacts

	Name of Company	Contact #
HVAC		
Electrical		
Electrical		
Plumbing		
Plumbing		
Gas		
Power		



## Terms, Conditions, and Details

### Warranty Term

Cosand Construction One Year Limited Warranty begins on the date of your final building inspection or certificate of occupancy and ends one year later, unless it is terminated before that date.

### Who is Covered

The Warranty is extended by Cosand Construction to the project owner(s), who is/are the initial owner(s) of the project. The warranty is not transferable to subsequent owner(s) of the project.

### What is Covered

Cosand Construction warrants solely to the project owner(s), subject to the conditions and standards stated herein (specifically including but not limited to the non-warranted conditions contained in the warranty), that for the term of the warranty, as described above, the project will meet the written Performance Standards set forth in Part II of this manual.

### What is Not Covered

The warranty does not cover any claims or defects that are non-warranted conditions or are not the responsibility of Cosand Construction under the Performance Standards set forth in Part II. It also does not cover claims that are not made in accordance with the terms and conditions of the warranty, claims made by parties who are not covered, claims made after the warranty term has ended and any other claims excluded by the warranty.

### Warranty Conditions

The warranty applies only to covered claims made by covered parties that are received by Cosand Construction during the warranty term in accordance with the procedures set forth in the warranty.



## Limitation of Liability

It is understood and agreed that Cosand Constructions' liability, whether in contract, tort, statute, negligence or otherwise, is limited to the remedies provided in the warranty. Cosand Constructions' obligations under the warranty, and under the purchase agreement, are limited to repair and replacement. Cosand Constructions' aggregate total liability shall not exceed the original contract price of the residential or commercial project.

Under no circumstances shall Cosand Construction be liable for any special, indirect or consequential damages, including without limitation any damages based on a claimed decrease in value of the home, even if Cosand Construction has been advised of the possibility of such damages.

**This warranty is the only warranty applicable to the residential or commercial project from Cosand Construction.** All other warranties, expressed or implied, including, but not limited to, all implied warranties of fitness, merchantability, or habitability, are disclaimed and excluded.

Cosand Construction reserves the right to use its sole and absolute discretion in determining the most appropriate method of repairing warranty defects. If Cosand Construction offers to resolve an issue for which it bears no responsibility under the warranty does not create the responsibility to provide the resolution in another situation for which it bears no responsibility.

Actions taken to cure defects will not extend the period of coverage specified in the warranty or any applicable statutes of limitation or repose.



## Warranty Dispute Resolution

Cosand Construction will make every effort to resolve each project owner(s) warranty claim in a reasonable and equitable manner. However, if a dispute concerning your project cannot be resolved between Cosand Construction and the project owner(s), the project owner(s) waive the right to pursue an action against Cosand Construction for any monetary damages of any nature, including, without limitation, actual, special, indirect, incidental, consequential, exemplary and punitive damages.

The project owner(s) waive its right to require a trial by jury and, therefore, any action initiated by the project owner(s) against Cosand Construction which is permitted to be filled in a court of law shall be heard before a judge and not a jury unless Cosand Construction, in its sole discretion, elects to have such matter tried by a jury.

Notwithstanding the foregoing, in the event any such action is filed in a court of law, Cosand Construction shall, in its sole and absolute discretion, be entitled to elect whether to have such matter be submitted and be decided by binding arbitration in Minnehaha County, South Dakota, in accordance with the rule of the American Arbitration Association. In an event that Cosand Construction elects to have any such dispute submitted to binding arbitration, the arbitrator shall be appointed in accordance with the rules of the American Arbitration Association.

Arbitration shall be commenced only upon written demand by Cosand Construction for resolution of such dispute by arbitration. The arbitration hearing shall be conducted at a time and place set by the arbitrator, provided that such hearing must occur within ninety (90) days of the appointment of the arbitrator. The decision of the arbitrator shall be issued within thirty (30) days of the hearing and shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The non-prevailing party shall pay all fees and costs of the arbitration including reasonable attorney's fees of the prevailing party.

Notwithstanding any provision contained in the rule of the American Arbitration Association, the parties in such arbitration matter may only appeal or otherwise challenge a decision of the arbitrator for the reasons set forth in A.R.S. §12-1512(A)(1), (2) or (3) and for no other reasons.



## Appliances and Other Consumer Products

Cosand Construction assigns to the purchaser the unexpired manufacturers' warranties, if any, on all appliances and other consumer products installed in the home, to the extent such warranties are assignable. The following are examples of consumer products, not all of which may be included in your project: fire and security alarms, refrigerator, trash compactor, range, dishwasher, garbage disposal, gas fireplace unit, hot water heater, clothes washer and dryer, and thermostats. A copy of any such warranties has been delivered to the purchaser. The purchaser should follow the procedure set forth in the applicable manufacturer's warranty if a defect appears in any such appliance or other consumer products. Cosand Construction's Limited Warranty does not cover such appliances and other consumer products and Cosand Construction is not responsible for the performance of any manufacturer under such manufacturer's warranty. For these purposes, a "consumer product" has the definition set forth in the Magnuson-Moss Warranty Act, 15 U.S.C.



## Warranty Exclusions

Only those items expressly set forth in the warranty are warranted by Cosand Construction. Any defects or items not expressly warranted are not warranted and Cosand Construction shall have no responsibility for such defects or items.

In addition, Cosand Construction is not responsible for damages or defects that are related to, caused, or aggravated by any of the following, all of which are part of your responsibility as a property owner(s):

1. Cosand Construction is not responsible for damage to personal property that is directly or indirectly the result of defects or deficiencies in your residential or commercial project. For example, if a slab moves sufficiently to qualify, Cosand Construction will replace it; but the project owner(s) is responsible for moving all their belongings/items ahead of time. Likewise, if flooding or water damage occurs in the basement, Cosand Construction is not responsible for any personal property damage that occurs.
2. Cosand Construction is not responsible for any damage caused or made worse by:
  - a. Negligence, improper maintenance, or intentional or improper operation by anyone other than Cosand Construction, its agents, or subcontractors.
  - b. Failure by the project owner(s) or anyone other than Cosand Construction, its agents, or subcontractors to comply with the warranty requirements or manufacturers of appliances, fixtures, and equipment.
  - c. YOUR FAILURE TO NOTIFY COSAND CONSTRUCTION IN WRITING DURING THE WARRANTY PERIOD.
  - d. Changes in the grading of the ground by anyone other than Cosand Construction, its agents, or subcontractors.
  - e. Changes, alterations, or additions made to the home by anyone other than Cosand Construction, its agents, or subcontractors, after the closing date.
  - f. Introduction of excessive water into soils surrounding your home, including by lawn or landscape irrigation.
  - g. Loss or damage that the project owner(s) has not taken timely action to mitigate or minimize.
  - h. Any defect caused by, or resulting from, materials or work supplied by someone other than Cosand Construction, its agents, or subcontractors.



- i. Normal wear and tear or normal deterioration to residential or commercial project.
- j. Loss or damage not otherwise excluded under the warranty which does not constitute a defect in the construction of the home by Cosand Construction, its agents, or subcontractors.
- k. Loss or damage caused by, or resulting either directly or indirectly from, accidents, riots and civil commotion, theft, vandalism, fire, explosion, power surges or failure, smoke, water escape, falling objects, aircrafts, vehicles, acts of God, lightning, windstorm, and hail.
- l. Foreseeable at the time of construction, or water below the surface of the ground (including water which exerts pressure on, or seeps or leaks through a sidewalk, driveway, foundation, swimming pool or other structure).
- m. Loss or damage caused by soil movement, including subsidence, expansion or lateral movement of the soil which is covered by any other insurance for which compensation is granted by state or federal legislation.
- n. Loss or damage to the residential or commercial property, persons directly or indirectly caused by termites, other insects, birds, vermin, rodents, or other wild or domestic animals.
- o. Loss or damage resulting from the use of the project for non-residential purposes.
- p. Any condition which does not result in actual damage to the project, including but not limited to, un-inhabitability or health risk due to the presence or consequence of electromagnetic fields, radon gas, mold, formaldehyde or other pollutants and contaminants, or the presence of hazardous or toxic materials.
- q. Bodily injury or damage to personal property.
- r. Consequential damages including, but not limited to, costs of shelter, food, transportation, moving and storage; any other expenses related to inconvenience or relocation during repairs to the home; and a diminution of the market value of the project.





## Mold and Moisture Disclaimer

Water and moisture conditions in the crawl space, and mold and/or mildew shall not be deemed a defect. Cosand Construction shall not be responsible for consequential or incidental damages including but not limited to project damage, personal injury, loss of income, emotional stress, death, loss of use, loss of value, adverse health conditions, or any other conditions caused by or related to mold toxic conditions, existence of spores or spore-like conditions on, in or about the property. Any implied warranties regarding these conditions, including any implied warranty of workman-like construction, habitability, fitness for a particular use, merchantability or functionality are hereby disclaimed and project owner(s) waive and releases Cosand Construction from liability for same. Project owner(s) assume all risk of such conditions which shall not be deemed a defect.



# Part 2

## Performance Standards



## Section 1: Interior Concrete and Foundation

### 1.1 Concrete Floor Uneven

Interior concrete floors should not vary from flat exceeding  $\frac{1}{4}$  inch per 4 feet, provided that the deviation is gradual. If these conditions exist, Cosand Construction will repair the floor for a period of one year. Appropriate corrective actions could include filling, grinding or use of a floor-leveling compound.

Color and texture may vary from the original finish.

### 1.2 Concrete Appearance/Finish

Cosand Construction will repair disintegration of the surface resulting in the appearance of coarse aggregate below the surface for a period of one year unless salt or chemicals cause the disintegration of the floor. Cosand Construction will repair the surface by patching or surface coating. Non-structural cosmetic surface flaws will be repaired or replaced at Cosand Constructions' discretion. Color variations are not covered by The Warranty.

### 1.3 Concrete Crack

Cracks in garage floors, walkways, driveways, patios and steps that exceed  $\frac{1}{4}$  inch in width or  $\frac{1}{4}$  inch in vertical offset, will be repaired, at Cosand Constructions' discretion, for a period of one year by filling and patching. The texture and color of concrete cannot be matched due to varying conditions and, therefore, the matching of concrete color or texture is not covered by The Warranty.

### 1.4 Concrete Slab-on-Grade Floor Cracks

Concrete slab-on-grade floors cannot be expected to be crack-free. Most cracking is minor and is the result of large areas of concrete shrinking as the concrete cures. These cracks do not affect the structural integrity of the home. Since slab-on-grade floors are quite large, shrinkage cracks can be expected to occur randomly. Cracks in slab-on-grade floors measuring  $\frac{1}{4}$  inch in width or vertical displacement will be repaired by Cosand Construction for a period of one year. Repair may include filing, grinding or use of a floor-leveling compound.



## 1.5 Expansion and Control Joints

Expansion joints are intentionally placed in some concrete surfaces to allow sections of concrete to expand and contract with changes in temperature, and control joints are intentionally placed in concrete to control cracking as concrete cures. Expansion and control joints often have inserted plastic barriers or have been grooved/notched during concrete placement and will tend to move or crack in the joint area. Movement at a control joint more than ¼ inch in width or vertical displacement will be repaired. Cosand Construction will repair excessive movement by filling, grinding or using a floor leveling compound for a period of one year.

## 1.6 Footing and Foundation Wall Cracks

Appropriate measures will be taken to correct serious cracks and/or deterioration in the foundation footings or foundation walls that cause the home to be unsafe or uninhabitable. Cosand Construction will make the necessary repairs and/or provide replacement for the structural elements and related damage except for areas not constructed by Cosand Construction for up to one year. For a period of one year, Cosand Construction will patch the voids in walls caused by any cracks in the foundation that exceed 1/8 inch in width or vertical displacement.

## 1.7 Chalky Deposits (Efflorescence)

Efflorescence is the residue left behind from the drying of concrete and masonry products. This is a normal condition. As concrete cures, water is drawn to the surface where it evaporates and leaves behind leachates (salts and alkaline deposits) on the surface. Washing is the responsibility of the property owner(s). The property owner(s) may remove efflorescence by cleaning with a tri-Sodium Phosphate (TSP) solution and water. TSP is available at most hardware or paint stores.

## 1.8 Water in Crawl Space

Cosand Construction covers leaks in the crawlspace of the property that are specifically related to the plumbing for a period of one year. Cosand Construction will eliminate the cause of the leaks; however, humidity, condensation and problems resulting from grading issues are not covered by The Warranty.



### 1.9 Basement Wall Bowed or Out of Plumb

Basement walls should not bow or be out of plumb greater than 1 inch per 8 feet when measured from the base of the wall to the top of the wall. In situations where bowing or out of plumb walls exceed these parameters, Cosand Construction will make corrections for a period of one year by floating the wall.

### 1.10 Basement Leaks

Cosand Construction will eliminate the cause of leaks in the basement for one year. Basement leaks caused by landscaping or downspouts installed by the project owner(s), failure of the project owner(s) to maintain proper grades, unusual storms and acts of God or other excluded events are not covered by The Warranty.



## Section 2: Framing

### 2.1 Wood or Metal Framed Walls Out of Plumb

Interior walls should be straight and plumb within  $\frac{1}{4}$  inch per 4 feet. Under the warranty, Cosand Construction will repair, for a period of one year, any interior wall that is more than  $\frac{1}{4}$  inch per 4 feet out of plumb.

### 2.2 Column or Post Bowed

Columns and posts should not bow or be out of plumb more than  $\frac{1}{4}$  inch per 4 feet. Tapered columns and posts should be plumb as measured from the centerline, not to exceed  $\frac{1}{4}$  inch per 4 feet and the tolerance for columns and posts made of rough-sawn lumber should be  $\frac{1}{4}$  inch per 4 feet. Under the warranty, Cosand Construction will straighten columns and posts that exceed the  $\frac{1}{4}$  - inch per 4-foot standard for a period of one year. In cases where the defect is cosmetic, Cosand Construction will repair it for a period of one year.

### 2.3 Wood Beam Twisted or Bowed

After construction, beams, joists, and posts will sometimes twist or bow as they dry. Twisting or bowing of wood may be cosmetically unacceptable when visible in habitable spaces but is rarely a structural problem. Bows and twists exceeding  $\frac{1}{4}$  inch out of plane within a 4-foot section will be repaired for a period of one year if located within habitable space. Acceptable repair may include shimming, trimming, or grinding the wood beam or post. When located in garages, basements, attics or crawl spaces, bowing or cupping will not be required unless it causes unevenness to floors or roofs more than The Warranty's specifications.

### 2.4 Wood Beam Split

Beams, joists, and posts will sometimes split as they dry. Parallel splitting is usually not a structural concern because such inconsistencies in wood are anticipated in the structural calculations of wood products. Diagonal splitting that extends from one side to another and is more than  $\frac{1}{2}$  -inch-deep may weaken the wood. Under the Warranty, Cosand Construction will fill or repair any structural component that exceeds this standard for a period of one year. Cosmetic components will be repaired for a period of one year. Repairs may include additional wood framing to the existing beam/post secured with nails or bolts.



## Section 3: Roof

### 3.1 Roof Deflection or Bowing

All structural members of the property are sized according to the type of roofing product and the loads they may support include wind, ice and snow during normal weather patterns. Cosand Construction will stiffen a structural member of the roof, for a period of one year, if deflection exceeds 1 inch per 20 feet, or more than ½ inch between two structural members.

### 3.2 Asphalt Shingle Buckled or Curled

Asphalt shingle surfaces need to be perfectly flat; therefore, buckling or curling is not covered by The Warranty.

### 3.3 Shingles Blown Off by High Winds

Under proper maintenance and normal/expected weather conditions, shingles should not blow off the roof. If shingles are blown off the roof, Cosand Construction, for a period of one year, will take necessary actions to repair shingles that have been blown off unless caused by wind velocities exceeding the manufacturer's tolerances. Damage caused by severe weather is not covered by The Warranty.

### 3.4 Water Trapped Under Roofing Membrane

Cosand Construction will repair, for a period of one year, any blister larger than 12 inches by slitting through the roofing membrane and repairing with appropriate materials.

### 3.5 Gutter or Downspout Leaks

Cosand Construction will repair leaks, for a period of one year, in gutters and downspouts provided proper care is taken by the project owner(s) to clean debris, snow and ice.

### 3.6 Water Remaining in Gutters

When a gutter installed by Cosand Construction is unobstructed by debris, snow and ice, the water level should not exceed ½ inch in depth 2 hours after the rain ceases. Cosand Construction, for a period of one year, will adjust the gutter to minimize such ponding. Ponding caused by debris, snow or ice accumulation is considered part of routine project owner(s) maintenance and is not covered by The Warranty.



### 3.7 Water Standing on a Low-Sloped Roof Area

Water ponding on a low-sloped roof area should not exceed ¼ inch in depth more than 2 hours after the rain ceases. Under the Warranty, Cosand Construction, for a period of one year, will repair ponded areas by adding additional roofing materials. Ponding caused by debris accumulation is considered part of routine project owner(s) maintenance and is not covered by The Warranty.

### 3.8 Roof or Flashing Leaks

When properly maintained, the roof and flashing should not leak under normal weather conditions. Cosand Construction, for a period of one year, will repair the roof or flashing leaks that occur during normal weather. Roof vents and louvers are designed to keep out wind-driven rain and snow under normal conditions. Leaks caused by debris or ice accumulation are considered part of routine project owner(s) maintenance and are not covered by The Warranty.

### 3.9 Roofing Shingles or Tiles Not Aligned

Shingles and tiles are installed to withstand maximum exposure to the weather as recommended by the manufacturer. Often, tiles and shingles must be adjusted to compensate for differing roof conditions. This is not considered a defect. Tiles within any course should be aligned within 2 inches. Cosand Construction, for a period of one year, will realign tiles and shingles that are not aligned within 2 inches, as well as framing components that vary more than ¼ inch per 4 feet. Minor telegraphing of roof sheathing seams and tissues is normal and will vary with weather conditions.

### 3.10 Shading or Shadowing Pattern

Shading or shadowing on roofing material is caused by the differences in product color installed in a specific area. Cosand Construction will try to minimize shading deviations by mixing the tiles and shingle during installation, but uniform shading or shadowing is not covered by The Warranty.

### 3.11 Roof Tile Color Variations

Color fading, color changes, variations of the color hue or physical deterioration of the color from outside conditions of roof tiles should be expected from weather, oxidation or air pollutants, color variations in roof tiles are not covered by The Warranty.





## Section 4: Exterior Siding and Trim

### 4.1 Siding Delaminated

Cosand Construction, within the manufacturer's warranty, will repair or replace any hardwood or composite siding that has delaminated (separated into layers) for a period of one year. The effects of improper project owner(s) maintenance, negligent damage caused by object striking the siding and weathering are not covered by The Warranty.

### 4.2 Siding Bowed/Buckled

Cosand Construction, within the manufacturer's warranty, will repair any bowed wood, lap siding or cementitious composite lap siding exceeding  $\frac{1}{4}$  inch per 4 feet.

### 4.3 Siding Joints Separated

Cosand Construction, within the manufacturer's warranty, will repair joint separations in siding exceeding  $\frac{3}{16}$  inch by filling them with sealant.

### 4.4 Siding Nails Expose Interior Fiber

Siding nails should not be countersunk to expose the interior fibers of hardboard or cementitious composite siding. Cosand Construction, within the manufacturer's warranty, will repair such exposure by sealing nail holes with appropriate caulking and repainting.

### 4.5 Splits or Knotholes in Siding or Trim

Cosand Construction, within the manufacturer's warranty, will repair knotholes that expose the underlying sheathing or building paper, split in exterior siding or trim wider than  $\frac{1}{8}$  inch by replacing or filling the knotholes, siding, or trim.

### 4.6 Siding Color or Texture Mismatch

Cosand Construction will try to match the texture and color of the existing siding as closely as possible for any repair or replacement of siding, but a perfect match is not guaranteed by The Warranty.



#### 4.7 Siding Finish Faded

Any colored siding will fade when exposed to the sun. This is normal condition and is therefore not covered under The Warranty.

#### 4.8 Siding/Trim Wood Rot

Some warping, cupping, splitting, or rotting of wood can be expected. In cases where excess warping, cupping, splitting, or rotting of wooden members exists, Cosand Construction, within the manufacturer's warranty, will repair or replace as necessary.

#### 4.9 Exterior Walls/Siding Material Loose

Cosand Construction will correct siding materials that become loose or detached for a period of one year unless the problem is a result of an act of God or unusually high winds that exceed the manufacturer's wind limits.

#### 4.10 "Bleeding" Through Siding Paint

Cedar or redwood siding or shingles occasionally "bleed" through the original paint. Cosand Construction will repair resins and extractives "bleeding" through the paint. The Warranty will not apply if stains or clear wood protectants are used, since they do not cover up the natural extractives of wood. For all bleeding through areas in painted surfaces, Cosand Construction will clean and repaint the area for a period of one year. The effects of improper project owner(s) maintenance, negligence, physical damage, or weathering are not covered by The Warranty.

#### 4.11 Siding Stained by Nails

Cosand Construction, for a period of one year, will touch up or remove siding stains that extend more than ½ inch from the nail and are readily visible from 20 feet. The Warranty does not cover semi-transparent stain, or "natural weathering" used on the siding.

#### 4.12 Loose Exterior Trim

Cosand Construction, for a period of one year, will repair trim that has separated from the home by more than ¼ inch. In cases where trim separation exceeds ¼ inch, Cosand Construction will reinstall trim, add fasteners, or caulk separations. However, The Warranty does not cover trim separation caused by acts of God or unusually high winds that exceed the manufacturer's wind limits.



#### 4.13 Exterior Trim Board Cupped

Cosand Construction, for a period of one year, will repair cups in trim board exceeding  $\frac{1}{4}$  inch per 6 inches.

#### 4.14 Exterior Trim Board Twisted

Cosand Construction, for a period of one year, will repair bows and twists in trim board exceeding  $\frac{3}{4}$  inch per 8 feet by adjusting or replacing the trim board.



## Section 5: Stucco, Cementitious Finish, Above Grade Block and Concrete Walls

### 5.1 Cracks in Stucco/Cementitious Finish/Block/Concrete Walls

Hairline cracks in exterior trim, block, concrete or stucco walls are normal. Cracks in exterior stucco wall surfaces should not exceed 1/8 inch in width. Cosand Construction will repair cracks exceeding 1/8 inch for a period of one year. For unpainted stucco, it is acceptable to use stucco color coat or acrylic sealant prior to touchup painting. Cosand Construction will try to match the original stucco texture and color as closely as possible, but **a perfect match is not covered by The Warranty.**

### 5.2 Stucco/Texture/Cementitious Finish Loss

Texture may become separated from the base stucco layer. Cosand Construction will repair missing stucco texture greater than 1/8 inch for a period of one year. Texture loss beneath the horizontal weep or drainage screed is normal and is not covered by The Warranty.

### 5.3 Texture Mismatch

Texture is applied by hand, which varies with the technique of the installer. Where tall walls exist, it is necessary to install in several passes. Breaks between application phases occur in all homes and sometimes are more visible due to the method of application. Inherent inconsistency is to be expected as with all hand-applied troweled finished. Cosand Construction will repair deviations, bumps or voids measuring over ¼ inch per 4 feet, which are not part of the intended texture, for a period of one year. During repair, Cosand Construction will try to match the original texture as closely as possible, but **a perfect match is not covered by The Warranty.**

### 5.4 Stucco Color Mismatch

Stucco/cementitious finish is a colored cement product and is affected by the underlying surface, application technique, temperature, humidity, and curing. Cosand Construction will try to match stucco/cementitious finish color as closely as possible, but a perfect match is not covered by The Warranty.



## 5.5 Surface Staining

The surface of exterior walls may become stained from rainwater or water splashing up from the ground. Since the surface is a porous material, this condition cannot be eliminated and is not covered by The Warranty.

## 5.6 Stucco/Cementitious Finish Appears Wet

The surface is a porous cement product and designed to become saturated with moisture. It will, therefore, appear wet long after the rain has stopped. This is a normal condition and is not covered by The Warranty.

## 5.7 Cracks in Masonry or Veneer

Cracks in masonry or veneer greater than 1/8 inch in width will be repaired by tuck pointing, patching, or painting. Unless these cracks are controlled with expansion joints, Cosand Construction will repair this condition for a period of one year. Color variations in mortar or brick products are normal and perfect match is not covered by The Warranty. Cracks less than 1/8 inch in width within the mortar joints and in brick products are also a normal condition and are not covered by the Warranty.

## 5.8 Course of Masonry or Veneer Not Straight

Courses of masonry or veneer brick should not vary more than ¼ inch per 8 feet. In cases where variation is more than ¼ inch per 8 feet, Cosand Construction, for a period of one year, will replace necessary portions of masonry or veneer brick.

## 5.9 Exterior Caulking Joint Separation

Exterior caulking joints occasionally shrink or open causing water intrusion. Joints and cracks in exterior wall surfaces and around openings should be properly caulked to prevent the entry of water. New homes exhibit significant movement at caulking joints during the first few years after construction due to normal shrinkage and drying of components. If water intrusion occurs, Cosand Construction, for a period of one year, will repair caulking joints in exterior wall surfaces. A subsequent repair or replacement of caulking is considered part of routine project owner(s) maintenance and is not covered by The Warranty.



## Section 6: Exterior Paint and Finishes

### 6.1 Clear Finish Deterioration

Clear Finishes on exterior surfaces, such as wood entry doors, diminish with aging and should be reapplied as part of routine project owner maintenance every 6-18 months, depending on outside exposure. This deterioration is considered part of routine property owner(s) maintenance and is not covered by The Warranty.

### 6.2 Paint or Stain Fading

All exterior paints and stains exhibit fading when exposed to weather, and fading is a normal condition. Semi-transparent stains diminish with aging and should be reapplied as part of routine property owner maintenance every 6-18 months, depending on outside exposure. Any fading is considered part of routine project owner(s) maintenance and is not covered by The Warranty.

### 6.3 Exterior Paint, Stain or Caulking Peeling/Deterioration

Exterior paints, stains, and caulking should not peel or deteriorate for a period of one year. If exterior paint, stain, or caulking has peeled or deteriorated, Cosand Construction for a period of one year, will refinish or repair affected areas.

### 6.4 Mildew or Fungus

Exterior painted or stained surfaces should be free of mildew and fungus. However, mildew or fungus may form on surfaces over time because of moisture. Cosand Construction will correct any visible mildew or fungus growth problems once during the first 30 days of The Warranty. Any subsequent removal of mildew or fungus is considered part of routine project owner(s) maintenance and is not covered by The Warranty.

### 6.5 Repainting After Repair Work

Repainting, staining, or refinishing may be required because of repair work. Repairs required under The Warranty will be finished to match the immediate surrounding areas as closely as practical. Due to fading and normal weathering, a perfect match cannot be achieved, and a perfect match is not covered by The Warranty. Where repairs affect more than 50% of a wall or ceiling product area, Cosand Construction will repaint the entire wall, ceiling, or product surface with the original paint for a period of one year. Custom color touch-up is not covered under The Warranty.



## Section 7: Wood Decks

### 7.1 Wood Deck Out of Level

Cosand Construction, for a period of one year, will repair wood decking that is out of level more than  $\frac{1}{4}$  inch per 4 feet.

### 7.2 Imperfections in Wood for Exterior Railings, Decks, or Stairs

Wood for exterior railings, decks, or stairs will include imperfections such as knots and check. Cosand Construction, for a period of one year, will repair or replace wood for exterior railings, decks, and stairs, that fail to meet intended use because of a structural defect. Knots, cupping, and minor checking are normal, and removal of such imperfections is not covered by The Warranty. Any wood replaced will not exactly match existing decking.



## Section 8: Site Drainage

### 8.1 Site Drainage

Grades and swales have been established by Cosand Construction to ensure proper drainage away from the property. If the property owner(s) modifies these areas with additional grading, plantings, concrete or any other obstructions, the project owner(s) will thereafter be responsible for drainage. Improper drainage of the site occurs when there is standing or ponding water within 10 feet of the foundation beyond the 24-hour period (48 hours on swales). If proper grades were not established initially, Cosand Construction will re-grade the yard or swales for a period of one year. Ultimately, the property owner(s) is responsible for maintaining drainage and swales of the lot. No grading determination can be made during frost or snow conditions. If the project owner(s) adds a pool, Cosand Construction will no longer be responsible for drainage. In some cases, moist, soggy soil without standing water may be normal in the overall drainage plane and is not covered by The Warranty.

### 8.2 Ground Setting

Settling of the ground around the home, utility trenches or other filled areas should not interfere with water drainage. If interference does occur, Cosand Construction will fill settled areas affecting proper drainage for a period of one year. Cosand Construction will reinstall displaced plant material and sod that was originally installed by Cosand Construction. Landscape altered by the project owner voids The Warranty on the settlement.

### 8.3 Soil Erosion

Cosand Construction is responsible for protecting slopes and graded hillsides during construction from soil erosion per the "Soils Report" or "Local Jurisdiction." Cosand Construction is not responsible for soil erosion after the close of escrow or completion of project. Proper erosion protection requires the project owner(s) to install landscaping groundcovers and deep-rooted plantings to reduce erosion. For steeply graded hills, the installation of erosion control matting, such as jute and straw, will help reduce erosion until plantings have been established. Soil erosion is not covered by The Warranty.





## Section 9: Doors

### 9.1 Door Panel Split

Split door panels should not allow light to be visible through the door. Cosand Construction, for a period of one year, will repair splits in door panels by filling them with wood fillers and refinishing.

### 9.2 Door Warped

Warping on doors should not exceed  $\frac{1}{4}$  inch as measured diagonally from corner to corner. If the door has been properly maintained and is not physically damaged, Cosand Construction, for a period of one year, will replace the door with a comparable product if warping exceeds the  $\frac{1}{4}$  inch standard. Warping that occurs to stain or lacquer finished doors that are improperly maintained is the project owner(s) responsibility and is not covered by The Warranty.

### 9.3 Raw Wood Showing on Door Panel

Wooden door panels will shrink and expand because of temperature and humidity changes and may expose unpainted surfaces at the edges of the inset panel on the door. Cosand Construction, once, during a period of one year, will touch up door panel edges that expose more than  $\frac{1}{16}$  inch of raw wood. Any subsequent touchup is considered part of project owner(s) maintenance and is not covered by The Warranty.

### 9.4 Doors Not Operating Properly

Cosand Construction, for a period of one year, will make necessary corrections to doors that fail to operate properly by binding, sticking, not latching, rubbing, or sealing.

### 9.5 Bi-Fold and Pocket Doors

Bi-Fold and pocket doors should slide without rubbing or coming off their tracks during normal operation. Cosand Construction, for a period of one year, will adjust bi-fold and pocket doors that fail to slide, are rubbing or are coming off their tracks during normal operation.



## 9.6 Sliding Patio Doors and Screens

Sliding patio doors and screens should slide without coming off their tracks during normal operation. Cosand Construction, once, during a period of one year, will adjust sliding patio doors that do not slide properly. Some entrance of the elements can be expected under windy conditions.

## 9.7 Garage Door Operates Improperly

The project owner(s) can expect the garage door to function properly. In the case that the garage door does not operate properly, Cosand Construction, for a period of one year, will correct or adjust the door as required.



## Section 10: Windows

### 10.1 Window Is Difficult to Open or Close

Windows should be properly adjusted and balanced. Normal maintenance by the project owner(s) includes keeping the tracks, channels, and operating mechanisms clean and lubricated. For most windows, the project owner(s) should use a dry silicone spray lubricant on the tracks once each year. Under the warranty, Cosand construction, for a period of one year, will correct and repair windows that fail to operate per the manufacturer's specifications.

### 10.2 Window or Skylight Leaks

Water leaking through or around windows or skylights because of improper installation will be repaired for a period of one year by Cosand Construction. Water leaks at windows or skylights resulting from project owner(s) damage, extreme weather or improper project owner(s) maintenance are not covered by The Warranty. Water may become visible in window tracks and sliding glass door tracks during heavy rain and should drain to the outside of the home.

### 10.3 Condensation or Frost on Window or Skylight

Windows and skylights will collect condensation on their interior surfaces when high humidity within the home turns into water on the colder window or skylight surface. The property owner is responsible for controlling interior temperature and humidity to avoid condensation. Draperies and blinds should be left open to encourage air circulation and even temperatures during periods of cold weather and high interior humidity. Under the Warranty, no action on the part of Cosand Construction is required.

### 10.4 Window Scratches and Imperfections

Cosand Construction follows ASTM specification, a well know set of published performance standards, which state that imperfections in glass can be determined by visual inspection. The viewer will look through the window in daylight without direct sunlight. The potential imperfection must be in the view plane of 90 degrees to the window surface. Imperfections must be detectable from over ten feet to be considered for repair. These kinds of imperfections will be required for a period of 60 days after closing.



## 10.5 Defects

Cosand Construction, for a period of one year, will replace defective glass when defects, including stress cracks or failed seals in insulated windows, occur.

## 10.6 Air Infiltration

Some infiltration around windows is normal especially during high winds. Cosand Construction, for a period of one year, will take necessary corrective action by adjusting windows or weather-stripping.



## Section 11: Electrical

### 11.1 Fuses Blow or Circuit Breakers Trip

Fuses should not be blown, and circuit breakers should not be tripped under normal use. Cosand Construction, for a period of one year, will correct circuit breakers that trip excessively under normal use.

### 11.2 Electrical Outlets, Switches or Fixtures Malfunction

Cosand Construction, for a period of one year, will correct outlets, switches, or fixtures that malfunction. In situations where lights dim, and flicker please note that voltage entering the home is controlled by the local utility transmission service and may fluctuate based on variances in power generation and usage.

### 11.3 Ground Fault Circuit Interrupter (GFCI) Trips Frequently

Ground fault interrupters are safety devices installed as part of the electrical system to provide protection against electrical shock. These sensitive devices detect potentially dangerous "ground faults" in small appliances and extension cords. Cosand Construction for a period of one year, will replace any failed GFCI device that fails to reset. The project owner(s) is responsible for repairing any device that causes the GFCI to trip.

### 11.4 Malfunction of Low-Voltage Wiring System

In the event of a low voltage wiring system malfunction, Cosand Construction, for a period of one year, will take corrective action.

### 11.5 Ceiling Fan Vibrates

Cosand Construction will install ceiling fans in accordance with the manufacturer's specifications including blade balances. Cosand Construction will repair any defect due to installation for a period of one year. Some minor fan wobble cannot be eliminated; therefore, complete elimination of fan wobble is not covered by The Warranty.



## 11.6 Communication

All wire and device functions will maintain their integrity for a period of one year. This includes the phone cable and the service panel. Any additions or alterations to the communication wiring and/or problems resulting from negligence and lighting fixture wiring are not covered by The Warranty.

## 11.7 Electrical Fixtures

Placement concerns of electrical fixtures not brought to your project managers attention in writing, prior to closing, will not be covered by The Warranty. Any scratches or damage to the finish of electrical fixtures not brought to your project managers attention in writing, prior to closing, will also not be covered under The Warranty. Lightbulbs are not covered under The Warranty.



## Section 12: Comfort Control

### 12.1 Cooling System

In cases where the cooling system is not working properly, Cosand Construction, for a period of one year, will take corrective action if the ASHRE\*\* standards (a published set of industry standards relating to air flow and other heating system issues) are not met.

### 12.2 Heating System

In cases where the heating system is not working properly, Cosand Construction, for a period of one year, will take corrective action if the ASHRE\*\* standards (a published set of industry standards relating for air flow and other heating system issues) are not met.

\*\*Regarding 12.1 and 12.2, basic ASHRE standards relate the house air temperature to the thermostat setting and the variation of interior setting to the exterior temperature. It is the property owner(s) responsibility to balance the system as the seasons change.

### 12.3 Condensation Line Clogs

The project owner(s) is responsible for the annual cleaning of the condensation lines that extend from the air conditioning coil. Under the Warranty, Cosand Construction, for a period of one year, will correct condensation lines that clog.

### 12.4 Refrigerant Line Leaks

Cosand Construction, for a period of one year, will repair refrigerant lines that leak during normal operation and recharge the air conditioning unit.

### 12.5 Insulation Uneven or Missing

Thermal insulation is dictated by local codes or state energy guidelines and Cosand Construction will install insulation in accordance with these applicable guidelines. Cosand Construction, for a period of one year, will take appropriate action to correct the insufficient insulation installation.

### 12.6 Ductwork Noise

When metal is heated and cooled it expands and contracts. The resulting "ticking" or "crackling" sounds cannot be avoided. A booming noise caused by sheet metal billowing in or out ("oil canning") will be repaired by Cosand Construction for a period of one year.



## 12.7 Vibration from Heating or Cooling Equipment

It is normal for heating/air conditioning equipment to generate some noise and vibration. Under the Warranty, no corrective action is required.

## 12.8 Metal Rattling at Register, Grills or Ducts

Air moving through registers, grills and ducts makes noise and is normal. Duct systems are not designed to be noise-free. However, metal rattling from the registers, grills or ducts is not normal and will be repaired by Cosand Construction for a period of one year.

## 12.9 Ductwork Separated or Detached

Cosand Construction, for a period of one year, will reattach any separated or detached ductwork not caused by the property owner(s).





## Section 13: Plumbing

### 13.1 Drainage Problem

Cosand Construction, for a period of one year, will assume the responsibility for clogged sewers, fixtures or drains where clogged sewers, fixtures and drains are the result of defective construction or workmanship.

### 13.2 Water in Pipe Freezes

Cosand Construction, for a period of one year, will make necessary corrections to assure that plumbing pipes are adequately protected against normal anticipated cold weather (except un-drained exterior faucets). The project owner(s) is responsible for maintaining the project temperature at a minimum of 65 F during cold weather and draining exterior pipes and faucets for protection.

### 13.3 Water Pipe Noise

Sounds made by water flowing through pipes and by pipe expansion are normal rattling or “water hammer” of piping when water is rapidly turned off should not occur. Cosand Construction, for a period of one year, will install anti-water hammer devices at faucets causing this problem. Noise caused by ejector pumps and sump pumps while they cycle on and off is normal and not covered by The Warranty.

### 13.4 Plumbing Leaks

In the event leaks are found in any piping, faucets, bathtubs or showers, Cosand Construction, for a period of one year, will repair, as necessary. Undrained exterior faucets are not covered under The Warranty. The maintenance of caulking and grout to prevent leaks is considered part of routine project owner(s) maintenance and is not covered by The Warranty.

### 13.5 Shower Enclosure Flexes

Excessive flexing in a shower base occurs when the drain assembly moves up or down with normal weight. Cosand Construction, for a period of one year, will repair excessive flexing in a shower base by installing support materials beneath the enclosure base. Composite shower walls will flex when pushed inward. Such flexing is not considered a defect.



### 13.6 In Ground Wells

In situations of low water yield (as defined by local code), Cosand Construction, for a period of one year, will correct the problem using standard industry practices deemed necessary and as allowed by local jurisdictions, provided the location of the project is not in a declared drought area. The determination of adequate water yield will be based on the local code requirement and project usage. A one-year warranty is provided on the well pump, storage tank and well electrical components. The installation of another well on the property will void The Warranty on the well and its components.

### 13.7 Septic System

Cosand Construction, for a period of one year, will repair or replace faulty workmanship and materials, and will conform with the local code requirements per design and installation only. Freezing, soil saturation, underground springs, water run-off, excessive use and increased water table are among the potential septic system issues not covered by The Warranty.

### 13.8 Sump Pump

The project owner(s) is responsible for maintaining the sump pump. Cosand Construction, for a period of one year, will repair or replace the pump if it fails to operate.

### 13.9 Plumbing Fixtures

Any scratches, or damage to a fixture's finish that are not brought to your project managers attention, in writing, prior to closing, will not be covered by The Warranty. This includes showers, tubs, and all hardware. Please take care while cleaning these surfaces by using only mild cleaners and cleaning tools.



## Section 14: Interior Paint and Finishes

### 14.1 Blemishes on Walls or Ceilings

Blemishes include nail pops, cracking or blistering visible on finished walls or ceilings. Cosand Construction, once, during a period of one year, will repair blemishes, excessive waviness or seams visible in normal light in finished areas that are readily visible from 5 feet. Under the Warranty, Cosand Construction, for a period of one year, will also touch up paint to the affected areas.

### 14.2 Repainting After Repair Work

Repainting, staining, or refinishing may be required because of repair work. Repairs required under The Warranty should be finished to match the immediate surrounding areas as closely as practical. Due to fading and normal weathering, a perfect match cannot be achieved, and a perfect match is not covered by The Warranty. Where repairs affect more than 50% of a wall or ceiling area, Cosand Construction, for a period of one year, will repaint the entire wall or ceiling surface from corner to corner. Where custom paints and wall coverings have been installed, Cosand Construction will not warrant the match of any necessary repairs. All blemishes should be noted and repaired prior to custom paints and wall coverings being applied.

### 14.3 Drywall Texture

Drywall texture is applied by hand and varies with the technique of the installer. Where tall walls exist, it is necessary to install the drywall texture in several passes. Breaks between application phases occur in all homes and sometimes are more visible due to the method of application. The inherent inconsistency of drywall texture is to be expected as with all hand applied troweled finished. Cosand Construction, for a period of one year, will repair deviations, bumps or voids measuring over  $\frac{1}{4}$  inch per 4 feet, which are not part of the intended texture. During repair, Cosand Construction will try to match the original texture as closely as possible, but a perfect match is not covered by The Warranty.



## Section 15: Interior Trim and Moldings

### 15.1 Interior Trim Split

Splits, cracks, raised grain, swelling of finger joints and checking are inherent characteristics of all wood and cannot be avoided. However, Cosand Construction, for a period of one year, will fill any such condition in interior trim with wood putty.

### 15.2 Nails Set or Holes Not Filled in Interior Trim

Nails and nail holes in the interior trim should be set and filled. Cosand Construction, for a period of one year, will set and fill nails and nail holes in interior trim within finished areas.

### 15.3 Gaps at Joints on Molding and Casing.

All joints on molding and casing should fit and be securely attached, as well as filled and sanded. Cosand Construction, for a period of one year, will repair defective joints and gaps. Acceptable repair includes filling joints and gaps with wood putty.



## Section 16: Flooring

### 16.1 Subfloor Uneven

Cosand Construction, for a period of one year, will correct uneven wood subflooring exceeding ¼ inch within any 4-foot measurement. Correction may include application of a flexible floor fill underlayment. Note: For concrete subflooring see Section 1.

### 16.2 Floor Squeaks or Pops

Cosand Construction will take corrective action to eliminate loose flooring and minimize squeaks on a onetime basis within the first year of The Warranty. However, absence of squeaks is not guaranteed.

### 16.3 Cracked or Loosened Tile, Brick, Marble or Stone

Cosand Construction, for a period of one year, will replace cracked tiles bricks, marble or stone flooring and will attach tiles, bricks, marble or stone which have detached from a surface unless the defects were caused by project owner(s) negligence. Cosand Construction is not responsible for discontinued patterns or color variations when replacing tile, brick, marble, stone flooring or grout. Hollow tiles occasionally occur and are not covered by The Warranty.

### 16.4 Tile Edges Not Even

When adjacent marble or ceramic tile edges are not even with each other, they cause a deviation called "lippage." Cosand Construction, for a period of one year, will repair lippage greater than 1/8 inch. Irregular tiles such as limestone, adoquin and Mexican Pavers are not covered by The Warranty.

### 16.5 Hardwood Flooring gaps

Gaps between hardwood floorboards normally fluctuate in areas where relative humidity varies substantially. The project owner is responsible for maintaining proper humidity levels in the home to minimize gaps between hardwood floorboards. Where gaps exceed 1/8-inch, Cosand Construction will repair them for a period of one year.



## 16.6 Vinyl Flooring Loosened or Bubbled

Vinyl flooring should not lift, bubble, detach or shrink from the perimeter. Cosand Construction, for a period of one year, will reattach loose or bubbled floor areas or replace floors where shrinkage occurs at the perimeter.

## 16.7 Vinyl Flooring Depressions or Ridges

Depressions or ridges may appear in vinyl flooring because of subfloor irregularities. Cosand Construction will repair subflooring that causes depressions or ridges exceeding  $\frac{1}{4}$  inch per feet for a period of one year.

## 16.8 Gaps in Vinyl Flooring Seams

Gaps in vinyl flooring seam should not be visible from a standing position. Cosand Construction, for a period of one year, will repair gaps in seams (sheet goods) or gaps in seams that exceed  $\frac{1}{8}$  inch (resilient block tile).

## 16.9 Vinyl Flooring Nail Pops

Cosand Construction, for a period of one year, will repair nails pops on vinyl flooring that are readily visible from a standing position.

## 16.10 Vinyl Flooring Patterns Misaligned

Vinyl flooring patterns at seams between adjoining pieces should align. Under the Warranty, Cosand Construction, for a period of one year, will correct misaligned flooring.

## 16.11 Vinyl Flooring Stains

Staining, fading or discoloration that occurs on the surface of vinyl flooring after the closing date is not covered by The Warranty.

## 16.12 Carpeting Loose or Wrinkled

Cosand Construction, for a period of one year, will re-stretch or re-secure wall to wall carpeting that has detached or loosened from the point of attachment.

## 16.13 Gaps in Carpet Seams

It is normal for carpet seams to show. However, Cosand Construction, for a period of one year, will repair gaps in carpet seams that are readily visible from a standing position.



#### 16.14 Carpet Spots or Fading

In cases where fading, staining or discoloration in the carpet occurs because of a carpet defect, the manufacturer's warranty will apply.



## Section 17: Cabinets and Countertops

### 17.1 Gaps Between Cabinets and Ceilings or Walls

Gaps between cabinets and ceilings or walls should not exceed ¼ inch. Cosand Construction, for a period of one year, will repair the gap with caulking, putty, scribe molding or by repositioning the cabinets.

### 17.2 Cabinet Door or Facing Warped

Cosand Construction, for a period of one year, will repair cabinet doors and drawer fronts that are crooked or warped more than ¼ inch.

### 17.3 Cabinet Door Will Not Stay Closed

Cosand Construction, once, during a period of one year, will adjust cabinet door catches or closing mechanisms that do not hold the door in a closed position. Any subsequent adjustments are considered part of routine project owner(s) maintenance and is not covered by The Warranty.

### 17.4 Cabinet Door or Drawer Binds

Cosand Construction, once, during a period of one year, will adjust cabinet doors and drawers that do not easily open or close. Any subsequent adjustments are considered part of routine project owner(s) maintenance and is not covered by The Warranty. Issues beyond the one-year period will be covered by the manufacturer's warranty.

### 17.5 Wood Cabinet Finish Variations

All wood in any finish will exhibit color changes when exposed to light. All wood cabinets are constructed using different pieces of wood, and each piece will differ in color as well as change color in different ways. This color change is caused by variations in the minerals and acids from the soil and other conditions created by the growth environment of a tree. These variations in graining and color are characteristics of a natural wood cabinet and are not considered defects. Wood has these variations, and these variations are not covered by The Warranty.





### 17.6 All Solid Surface Tops

Cosand Construction, for a period of one year, will repair cracked vanity tops at drains or along the countertop. Cracks, scratches, or other damage caused by the project owner(s) are not covered by The Warranty.

### 17.7 Countertop Not Level

Countertops should be no more than  $\frac{1}{4}$  inch per 4 feet out of level. If the countertop is more than  $\frac{1}{4}$  inch per feet out of level, Cosand Construction, for a period of one year, will make appropriate adjustments to the countertops.



## Section 18: Fireplace and Chimney

### 18.1 Firebox Lining Damaged by Fire

The interior firebox area will become discolored and cracked from the heat of fire in the fireplace. This is not covered by The Warranty.

### 18.2 Fireplace Smoke in Living Area

When fireplaces are used properly, smoke from the fireplace should not escape into living areas. In cases where smoke escapes into living areas because of improper installation or design, Cosand Construction, for a period of one year, will take appropriate corrective action.

Note: High winds or external factors such as trees can cause negative draft situations. Make sure the damper is fully open.

### 18.3 Water in Firebox

It is common for water infiltration to occur into the firebox from the flue. A certain amount of rainwater can be expected under certain conditions. Under the Warranty, no action is required on the part of Cosand Construction.

### 18.4 Prefab Gas Fireplace

Cosand Construction, for a period of one year, will repair any defects per the manufacturer's specifications. Cleaning and replacement of embers will be the responsibility of the project owner(s).

### 18.5 Cracks in Masonry Chimney Cap or Crown

It is normal for chimney caps to crack due to expansion and contraction. Chimney caps should be installed at least two inches thick to minimize cracking. Cosand Construction, for a period of one year, will replace any cracked chimney cap that is less than two inches thick and will fill any crack larger than 1/8-inch width grout to minimize water intrusion.

### 18.6 Chimney Separation

Chimneys should not separate more than ½ inch from the attached structure. If a separation exceeding ½ inch from the attached structure does occur, Cosand Construction, for a period of one year, will determine the cause and correct the problem.



## Section 19: Landscape

### 19.1 Landscape

Because there are too many variables affecting landscaping that are outside of a contractor's control, Cosand Construction does not offer any warranty on landscaping. Warranty coverage may be available from a third-party landscape contractor, if applicable.

Examples of things that can and do affect landscaping that are unpredictable and could not reasonably be prevented by the highest quality of labor and materials used by our landscapers are:

- Bugs
- Weather
- Ground Settling
- Weed Infestations via irrigation water, wind, lawn equipment, animals, etc.
- Property owner maintenance issues including overwatering, underwatering, improper fertilization methods, etc.
- Over watering
- Fertilizing
- Weeds
- Standing water
- Site drainage
- Dying plants

Grass, plants, shrubs, trees, and other landscape features are climate sensitive and seasonally affected. Proper landscape care requires constant attention and treatment. For best landscape care recommendations relevant to your region and climate, consult with a landscape professional with an established reputation in your local area. Local nurseries and lawn care stores or businesses are also a helpful resource.



## Section 20: Driveways and Exterior Concrete Services

### 20.1 Cracks in Exterior Concrete

Driveways, sidewalks, stoops, patios, etc., are exposed to the elements year-round and are subject to wear and tear from weather. Cracks are to be expected due to curing, expansion, and contraction. Cosand Construction will repair cracks exceeding  $\frac{1}{4}$  inch in width or vertical displacement by filling, patching, or grinding for a period of one year.

### 20.2 Asphalt Driveways

For a period of one year, asphalt driveways containing cracks exceeding  $\frac{1}{4}$  inch wide will be repaired by Cosand Construction and Cosand Construction will repair any depression which retains water more than one inch deep caused by settlement. Extreme heat will cause indentations and surface deterioration if cars or trucks are parked for long periods of time in the same location. These indentations caused by the long-term parking of cars or trucks are not covered by The Warranty.

### 20.3 Masonry (Brick) Driveways Settlement/Shifting

Some settling of the masonry driveway should be expected. In cases where there is  $\frac{1}{4}$  inch or greater settlement or shifting, Cosand Construction, for a period of one year, will repair by resetting pavers.

### 20.4 Masonry Driveway Color Variation

Variation in the masonry or brick colors should be expected. Shade variations are normal and should be expected from weather, oxidation, and pollutants. Because of this, color variation in masonry driveways is not covered under The Warranty.

### 20.5 Cracks/Chips in Masonry Driveway

The property owner(s) should expect the masonry driveway to be crack or chip free at the final walk through. Unless noted on the final walkthrough, any crack or chip in the masonry driveway is not covered under The Warranty. In cases when cracks and/or chips are noted on the final walkthrough, Cosand Construction will take necessary corrective action.



## 20.6 Pop-outs in Exterior Concrete

Small popouts in exterior concrete are related to soft aggregates used in standard residential concrete mixes. Pop-outs are not covered under The Warranty and will not be repaired by Cosand Construction.

## 20.7 Surface Scaling in Exterior Concrete

Surface scaling in exterior concrete can result from salt and chemicals used to treat roads. Unless more than 50% of the surface is affected, scaling is not covered under The Warranty. In cases where more than 50% of the surface is affected, Cosand Construction, for a period of one year, will repair using applicable methods.

## 20.8 Concrete Settling

Garage floors, concrete walkways, patios, and steps should not settle, heave, or separate from the house structure more than 1 inch. In cases where this occurs, Cosand Construction will repair damaged portions of the concrete, using methods at Cosand Construction discretion, for a period of one year.

## 20.9 Water Ponding on Exterior Concrete Surfaces

After the rain ceases, water ponding should not exist on concrete surfaces for more than 24 hours. If water ponding exists beyond the 24-hour period, Cosand Construction will take discretionary corrective action for a period of one year.

## 20.10 Common Area Sidewalks

Community sidewalks are not covered by The Warranty. Please refer to the community Governing Documents for details on sidewalk maintenance and repairs.

## 20.11 Exterior Concrete Pavers Surfaces

Surface variances greater than ½ inch per feet will be repaired for a period of one year. Due to the nature of the product, irregularities in the shape, color, texture, size, and finish can be expected and these variations are not covered by The Warranty.



## Section 21: Appliances

### 21.1 Chipped or Scratched Appliances

Scratched or chipped finished on porcelain, glass or other surfaces on laundry, kitchen or bar appliances are not covered by The Warranty.

### 21.2 Appliance Fails to Function

Kitchen, laundry, and bar appliances that fail to function per the manufacturer's specifications will be addressed by the manufacturer under the manufacturer's warranty.

### 21.3 Appliance Installation

All appliance installations are final, and any preferential adjustments made are the responsibility of the project owner(s).