



VON'S 7 QUALITY STANDARDS AND WARRANTY INFORMATION

Quality Standard is a measurement that Von's 7, LLC as the construction entity associated with Von's Colorado Concepts, requires its sub-contractors to meet or exceed. The Quality Standards lists defects that may be found in new homes, and outlines the extent of the Warrantor's responsibility for correcting each of the defects. These standards are intended to specify performance standards for home construction and to help in determining the validity of homeowner complaints related to defective workmanship, materials, and systems during the initial warranty period. Please take time to read this material, it is very important; i.e. the questions of high wind damage to the roof covered in Section V, Part D is a common problem in Boulder County.

When minimum performance standards or specific tolerances for construction items have not been given in these Quality Standards, Von's 7 shall construct homes in accordance with accepted industry practice for materials and workmanship. The validity of any Homeowner complaint for defects for which a standard has not been enumerated herein shall be determined on the basis of accepted industry practice.

I. HOMEOWNER RESPONSIBILITIES

A new home requires an active maintenance effort on the Homeowner's part to reduce the likelihood of damage due to neglect, improper maintenance, or abnormal use. One of the more typical problems encountered by new homeowners is water damage to exterior walls and basements. The location and type of Homeowner-installed trees and shrubbery, or failure of the Homeowner to maintain the proper drainage away from the home may cause damage of this sort. It is the Homeowner's responsibility to maintain the proper grade around the home that will ensure the continued movement of surface water away from the home.

Excessive entrance of water around the foundation can cause soil movement and serious damage. Excessive water entrance and subsequent damages caused by the Homeowner changing the grade, not properly maintaining it, or cultivating and landscaping areas near the foundation will not be considered an eligible claim.

Various regional areas of the country have local maintenance problems. Homeowners are encouraged to discuss specific maintenance responsibilities with Von's 7.

Additional Homeowner responsibilities are included herein under specific topics in Section V, Quality Standards.

NOTE: Damage caused or made worse by Homeowner negligence, improper maintenance and/or operation will not be covered.

II. DEFINITIONS

1. APPLIANCES, FIXTURES AND EQUIPMENT: The term, "Appliances, Fixtures and Equipment" (including their fittings, attachments, controls and appurtenances) shall include, but not be limited to: Furnaces, boilers, oil tanks and fittings, humidifiers, air handling equipment, ventilating and, air conditioning equipment, water heaters, pumps, stoves, refrigerators, garbage disposals, compactors, dishwashers, automatic door openers, washers and dryers, bathtubs, sinks, toilets, faucets and fittings, lighting fixtures, and circuit breakers. The coverage period for appliances, fixtures and equipment is the manufacturers' warranties on specific items. The Homeowner's negligence or improper maintenance or service, however, may void the warranty and manufacturers' warranties.

2. **SYSTEMS:** The term, "systems" (exclusive of appliances, fixtures and equipment, as specified above) means the following:

- A. **PLUMBING SYSTEMS** - gas supply lines and fittings, and water supply, waste and vent pipes and their fittings; septic tanks and their field drains; water, gas and sewer service piping, and their extensions to the tie-in of a public utility connection or on-site well and sewage disposal system.
- B. **ELECTRICAL SYSTEM** - all wiring, electrical boxes, switches, outlets, panels and connections up to the public utility connection.
- C. **HEATING, VENTILATING, COOLING AND MECHANICAL SYSTEMS** - all ductwork, steam, water and refrigerant lines, registers, convectors, radiation elements and dampers.

The Warranty period for systems (excluding appliances, fixtures, and equipment) is one year.

III. COVERAGES

During the first year, Von's 7 will warrant the home against the following:

- Faulty workmanship and materials to industry standards.
- Defects in appliances, fixtures and equipment.
- Defects in wiring, piping and ductwork in the electrical, plumbing, heating, cooling, ventilating and mechanical systems.
- Major structural defects.

NOTE: New homes, no matter how carefully constructed, go through a period of normal settlement and shrinkage. During this period, hairline cracks, some wood shrinkage and warping and other minor matters may occur, much of which is unavoidable. WARRANTOR WILL ASSUME NO RESPONSIBILITY FOR THESE MINOR DEFECTS.

IV. QUALITY STANDARDS - TOPIC INDEX

The Quality Standards lists specific items (defects) within each separate area of coverage. The first section covers Workmanship and Materials, the second section covers Systems and the third covers Major Structural Defect.

The Quality Standards are expressed in terms of performance standards. For easy comprehension, the format is designed as follows:

1. **Possible Deficiency** - a brief statement, in simple terms, of problems that may be encountered.
2. **Performance Standard** - a performance standard relating to a specific deficiency.
3. **Responsibility** - a statement of the corrective action required of the Warrantor to repair the deficiency; or a statement of Homeowners' maintenance responsibilities.

V. QUALITY STANDARD WORKMANSHIP AND MATERIALS: FIRST YEAR

Topic: Site Work Coverage: 1st year Area: Workmanship and Materials

A. Site Grading

1. **Possible Deficiency** - Settling of ground around foundation walls, utility trenches or other filled areas may interfere with water drainage away from house.
2. **Performance Standard** - Settling of ground around foundation walls, utility trenches or other filled areas shall not interfere with water drainage away from the home.
3. **Responsibility** - Von's 7 shall fill settled areas affecting proper drainage, one time only, during the first year Warranty period. Typically, Von's 7 provides rough grading only. Homeowner shall be responsible for removal and replacement of shrubs or other landscaping affected by placement of such fill.

B. Site Drainage

1. **Possible Deficiency** - Improper drainage of the site.
2. **Performance Standard** - The necessary grades and swales shall have been established by Von's 7 to insure proper drainage away from the home. Standing or ponding water shall not remain for extended periods in the immediate area of the house after a rain (generally no more than 24 hours), except that in swales which drain other areas, or in areas where sump pumps discharge, a longer period can be anticipated. The Homeowner should anticipate the possibility of standing water after an unusually heavy rainfall. No grading determination shall be made while there is frost or snow on the ground, or while the ground is saturated.
3. **Responsibility** - Von's 7 is responsible only for initially establishing the proper rough grades and swales required to provide drainage away from house. Von's 7 is not responsible for final grading of the site to landscape grades. Homeowner is responsible for maintaining rough grades and swales once they have been properly established by Von's 7.

Topic: Concrete Coverage: 1st year Area: Workmanship and Materials

A. Expansion and Contraction Joints

1. **Possible Deficiency** - Separation or movement of concrete slabs within the structure at expansion and contraction joints could occur.
2. **Performance Standard** - Concrete slabs within the structure are designed to move at expansion and contraction joints.
3. **Responsibility** - None.

B. Cast-In-Place Concrete

1. **Possible Deficiency** - Could have movement up, heave in basement floor.
2. **Performance Standard** - Heave of up to 1" to 2" may be expected due to expansive soils as per engineering specifications.
3. **Responsibility** - Von's 7 will not be responsible for heaving due to expansive soils, soils engineering report to be given to purchaser.

1. **Possible Deficiency** - Basement or foundation wall cracks.
2. **Performance Standard** - Shrinkage cracks are not unusual in concrete foundation walls. Such cracks greater than 1/4-inch in width shall be repaired.
3. **Responsibility** - Von's 7 will repair cracks in excess of 1/4-inch width.

1. **Possible Deficiency** - Cracking of basement floor.
2. **Performance Standard** - Minor cracks in concrete basement floors are normal. Cracks exceeding 3/16-inch in width or 1/4-inch in vertical displacement shall be repaired.
3. **Responsibility** - Von's 7 will repair cracks exceeding maximum tolerances by surface patching or other methods as required.

1. **Possible Deficiency** - Cracking of slab in attached garage.
2. **Performance Standard** - Cracks in garage slabs in excess of 1/4 inch in width or 1/4 inch in vertical displacement shall be repaired.
3. **Responsibility** - Von's 7 will repair cracks exceeding maximum tolerances by surface patching or other methods as required.

1. **Possible Deficiency** - Uneven concrete floors/slabs.
2. **Performance Standard** - Except for basement floors or where a floor or portion of floor has been designed for specific drainage purposes, concrete floors in rooms designed for habitability shall not have pits, depressions or areas of unevenness exceeding 1/4 inch in 32 inches.
3. **Responsibility** - Von's 7 will correct or repair to meet the standard.

1. **Possible Deficiency** - Cracks in concrete slab-on-grade floors with finish flooring.
2. **Performance Standard** - Cracks which rupture the finish flooring material shall be repaired.
3. **Responsibility** - Von's 7 will repair cracks, as necessary, so as not to be readily apparent when the finish flooring material is in place. (See also "Finishes")

1. **Possible Deficiency** - Pitting, scaling or spalling of concrete work covered by Warranty.
2. **Performance Standard** - Concrete surfaces shall not disintegrate to the extent that the aggregate is exposed and loosened under normal conditions of weathering and use.
3. **Responsibility** - Von's 7 will take whatever corrective action necessary to repair or replace defective concrete surfaces. Von's 7 is not responsible for deterioration caused by salt, chemicals, mechanical implements and other factors beyond its control.

1. **Possible Deficiency** - Settling or separating of stoops, steps or garage floors.
2. **Performance Standard** - Stoops, steps or garage floors shall not settle or separate in excess of 1 inch from the house structure.
3. **Responsibility** - Von's 7 will take whatever corrective action is required to meet the Standard. **Please note Von's 7 is not responsible for heaving.**

1. **Possible Deficiency** - Standing water on stoops.
2. **Performance Standard** - Water should drain from outdoor stoops and steps. The possibility of minor water standing on stoops for a short period after rain can be anticipated.
3. **Responsibility** - Von's 7 shall take corrective action to assure drainage of steps and stoops.

Topic: Masonry Coverage: 1st year Area: Workmanship and Materials

A. Unit Masonry

1. **Possible Deficiency** - Basement or foundation wall cracks.
2. **Performance Standard** - Small cracks not affecting structural stability are not unusual in mortar joints of masonry foundation walls. Cracks greater than 1/4 inch in width shall be repaired.
3. **Responsibility** - Von's 7 will repair cracks in excess of 1/4 inch by pointing or patching. These deficiencies shall be reported and repairs made during the first year Warranty period.

1. **Possible Deficiency** - Cracks in masonry walls or veneer.
2. **Performance Standard** - Small hairline cracks due to shrinkage are common in mortar joints in masonry construction. Cracks greater than 3/8 inch in width are considered excessive.
3. **Responsibility** - Von's 7 will repair cracks in excess of Standard by pointing or patching. These repairs shall be made during the first year Warranty period. Von's 7 will not be responsible for color variation between old and new mortar.

Topic: Wood and Plastic Coverage: 1st year Area: Workmanship and Materials

A. Rough Carpentry

1. **Possible Deficiency** - Floors squeak or subfloor appears loose.
2. **Performance Standard** - Floor squeaks and loose subfloors are often temporary conditions common to new home construction, and a squeak-proof floor cannot be guaranteed.
3. **Responsibility** - Von's 7 will correct the problem only if caused by an underlying construction defect.

1. **Possible Deficiency** - Uneven wood floors.
2. **Performance Standard** - Floors shall not have more than 1/4-inch ridge or depression within any 32-inch measurement when measured parallel to the joints. Allowable floor and ceiling joist deflections are governed by the Approved building code.
3. **Responsibility** - Von's 7 will correct or repair to meet Standard.

1. **Possible Deficiency** - Bowed walls
2. **Performance Standard** - All interior and exterior walls have slight variances on their finished surfaces. Bowing of walls should not detract from or blemish the wall's finished surface. Walls should not bow more than 1/4 inch out of line within any 32 inch horizontal or vertical measurement.
3. **Responsibility** - Von's 7. will repair to meet Standard.

1. **Possible Deficiency** - Out-of-plumb walls.
2. **Performance Standard** - Walls should not be more than 1/4 inch out of plumb for any 32 inch vertical measurement.
3. **Responsibility** - Von's 7 will repair to meet the Performance Standard.

B. Finish Carpentry (Interior)

1. **Possible Deficiency** - Poor quality in finish carpentry results in missing or loose trim or gaps between finish carpentry surfaces.
2. **Performance Standard** - Joints in moldings or joint between moldings and adjacent surface shall not result in open joints exceeding 1/8 inch in width.
3. **Responsibility** - Von's 7 will repair defective joints, as defined. Caulking is acceptable.

C. Finish Carpentry (Exterior)

1. **Possible Deficiency** - Poor quality of exterior trim workmanship; i.e. lack of caulk on the top of windows or doors.
2. **Performance Standard** - Joints between exterior trim elements, including siding and masonry, shall not result in open joints in excess of 3/8 inch. In all cases the exterior trim, masonry and siding shall be capable of performing its function to exclude the elements.
3. **Responsibility** - Von's 7 will repair open joints, as defined. Caulking is acceptable.

Topic: Thermal and Moisture Protection Coverage: 1st year Area: Workmanship and Materials

A. Waterproofing

1. **Possible Deficiency** - Leaks in basement.
2. **Performance Standard** - Leaks resulting in actual trickling of water shall be repaired. Leaks caused by improper landscaping installed by Homeowner, or failure of Homeowner to maintain proper grades are not covered by the Warranty. Dampness of the walls or floors may occur in new construction and is not considered a deficiency.
3. **Responsibility** - Von's 7 will take such action as necessary to correct basement leaks except where the cause is determined to result from Homeowner action or negligence.

B. Insulation

1. **Possible Deficiency** - Insulation does not meet applicable energy and building code requirements.
2. **Performance Standard** - Insulation shall be installed in accordance with applicable energy and building code requirements.
3. **Responsibility** - Von's 7 will install insulation in sufficient amounts to meet Performance Standard.

C. Louvers and Vents

1. **Possible Deficiency** - Leaks due to snow or rain may be driven into the attic through louvers or vents.
2. **Performance Standard** - Attic vents and/or louvers must be provided to properly ventilate the house.
3. **Responsibility** - None.

D. Roofing and Siding

1. **Possible Deficiency** - Ice build-up on roof.
2. **Performance Standard** - During prolonged cold spells, ice build-up is likely to occur when snow and ice accumulate and gutters and downspouts freeze up.
3. **Responsibility** - Prevention of ice build-up on the roof is a Homeowner maintenance item.

1. **Possible Deficiency** - Roof or flashing leaks.
2. **Performance Standard** - Roofs or flashing shall not leak under normally anticipated conditions, except where cause is determined to result from ice build-up or Homeowner actions or negligence.
3. **Responsibility** - Von's 7 will repair any verified roof or flashing leaks not caused by ice build-up or Homeowner actions or negligence.

1. **Possible Deficiency** - Standing water on flat roof.
2. **Performance Standard** - Water shall drain from flat roof except for minor ponding immediately following rainfall or when the roof is specifically designed for water retention.
3. **Responsibility** - Von's 7 will take corrective action to assure proper drainage of roof.

1. **Possible Deficiency** - Delamination of veneer siding or joint separation.
2. **Performance Standard** - All siding shall be installed according to the manufacturer's and industry's accepted standards. Separations and delaminations shall be repaired or replaced.

3. **Responsibility** - Von's 7 will repair or replace siding as needed unless caused by Homeowner's neglect to maintain siding properly. Repaired area may not match in color and/or texture. For surfaces requiring paint, Von's 7 will paint only the new materials. The Homeowner can expect that the newly painted surface may not match original surface in color.
1. **Possible Deficiency** - Roof shingles lost to high winds (45mph and higher)
2. **Performance Standard** - Roof shingles may blow off due to excessive high winds.
3. **Responsibility** - None. (If the roof is damaged by wind, this will fall under the Homeowners Hazard Insurance program).

E. Sheet Metal

1. **Possible Deficiency** - Gutters and/or downspouts leak.
2. **Performance Standard** - Gutters and downspouts shall not leak but gutters may overflow during heavy rain.
3. **Responsibility** - Von's 7 will repair leaks. It is the Homeowner's responsibility to keep gutters and downspouts free of leaves and debris, which could cause overflow.
1. **Possible Deficiency** - Water standing in gutters.
2. **Performance Standard** - When gutter is unobstructed by debris, the water level shall not exceed 1 (one) inch in depth. Industry practice is to install gutters approximately level. Consequently, it is entirely possible that small amounts of water will stand in certain sections of gutter immediately after a rain.
3. **Responsibility** - Von's 7 will correct to meet Performance Standard.

F. Sealants

1. **Possible Deficiency** - Leaks in exterior walls due to inadequate caulking.
2. **Performance Standard** - Joints and cracks in exterior wall surfaces and around openings; i.e. windows, doors, shall be properly caulked to exclude the entry of water.
3. **Responsibility** - Von's 7 will repair and/or caulk joints or cracks in exterior wall surfaces as required to correct deficiencies once during the first year Warranty period. Even properly installed caulking will shrink and must be maintained by the Homeowner during the life of the home.

Topic: Doors and Windows Coverage: 1st year Area: Workmanship and Materials

A. Wood and Plastic Doors

1. **Possible Deficiency** - Warping of exterior doors.
2. **Performance Standard** - Exterior doors will warp to some degree due to temperature differential on inside and outside surfaces. However, they shall not warp to the extent that they become inoperable or cease to be weather resistant or exceed National Woodwork Manufacturers Association Standards (1/4 inch, measured diagonally from corner to corner).
3. **Responsibility** - Von's 7 will correct or replace and refinish defective doors during the first year Warranty period.
1. **Possible Deficiency** - Warping of interior passage and closet doors.
2. **Performance Standard** - Interior doors (full openings) shall not warp in excess of National Woodwork Manufacturers Association Standards (1/4 inch).
3. **Responsibility** - Von's 7 will correct or replace and refinish defective doors to match existing doors as nearly as possible during the first year Warranty period.
1. **Possible Deficiency** - Shrinkage of insert panels show raw wood edges.
2. **Performance Standard** - Panels will shrink and expand, and may expose unpainted surface.
3. **Responsibility** - None.
1. **Possible Deficiency** - Split in door panel.
2. **Performance Standard** - Split panels shall not allow lights to be visible through the door.
3. **Responsibility** - Von's 7 will, if light is visible, fill split and match paint or stain as closely as possible, one time in first year Warranty period.

B. Glass

1. **Possible Deficiency** - Broken glass.

2. **Performance Standard** - None.
3. **Responsibility** - Broken glass that is not reported to Von's 7 prior to closing is the Homeowner's responsibility.

C. Garage Doors on Attached Garage

1. **Possible Deficiency** - Garage doors fail to operate properly, under normal use.
 2. **Performance Standard** - Garage doors shall operate properly.
 3. **Responsibility** - Von's 7 will correct or adjust garage doors as required, except where the cause is determined to result from Homeowner actions or negligence.
-
1. **Possible Deficiency** - Garage doors allow entrance of snow or water.
 2. **Performance Standard** - Garage doors shall be installed as recommended by the manufacturer. Some entrance of the elements can be expected under abnormal conditions.
 3. **Responsibility** - Von's 7 will adjust or correct garage doors to meet manufacturer's recommendations.

D. Wood, Plastic and Metal Windows

1. **Possible Deficiency** - Malfunction of windows.
 2. **Performance Standard** - Windows shall operate with reasonable ease, as designed.
 3. **Responsibility** - Von's 7 will correct or repair as required.
-
1. **Possible Deficiency** - Condensation and/or frost on windows.
 2. **Performance Standard** - Windows will collect condensation on interior surfaces when extreme temperature difference and high humidity levels are present. Condensation is usually the result of climatic/humidity conditions, created by the Homeowner within the home.
 3. **Responsibility** - Unless directly attributed to faulty installation, window condensation is a result of conditions beyond Von's 7's control. No corrective action required.

E. Weather-stripping and Seals

1. **Possible Deficiency** - Air infiltration around doors and windows.
2. **Performance Standard** - Some infiltration is normally noticeable around doors and windows, especially during high winds. Poorly fitted weather-stripping shall be adjusted or replaced. It may be necessary for the Homeowner to have storm doors and windows installed to provide satisfactory solutions in high wind areas.
3. **Responsibility** - Von's 7 will adjust or correct poorly fitted doors, windows, or poorly fitted weather-stripping.

Topic: Finishes Coverage: 1st year Area: Workmanship and Materials

A. Lath and Plaster

1. **Possible Deficiency** - Cracks in interior wall and ceiling surfaces.
2. **Performance Standard** - Hairline cracks are not unusual in interior wall and ceiling surfaces. Cracks greater than 1/8 inch in width shall be repaired.
3. **Responsibility** - Von's 7 will repair cracks exceeding 1/8 inch in width as required one time only during the first year Warranty period. (See also "Painting.")

B. Gypsum Wallboard

1. **Possible Deficiency** - Defects appear during first year of Warranty such as nail pops, blisters in tape, or other blemishes.
2. **Performance Standard** - Slight "imperfections" such as nail pops, seam lines and cracks not exceeding 1/8 inch in width are common in gypsum wall board installations and are considered acceptable.
3. **Responsibility** - Von's 7 will repair only cracks exceeding 1/8 inch in width, one time only, during the first year Warranty period. (See also "Painting.")

C. Ceramic Tile

1. **Possible Deficiency** - Ceramic tile cracks or becomes loose.
2. **Performance Standard** - Ceramic tile shall not crack or become loose.
3. **Responsibility** - Von's 7 will re-secure loose tiles unless the defects were caused by the Homeowner's action or negligence. Von's 7 will replace cracked tiles if the cracks are caused by defective tile, and the not Homeowner's negligence. Von's 7 will not be responsible for discontinued patterns or color variations in ceramic tile.

1. **Possible Deficiency** - Cracks appear in grouting of ceramic tile joints or at junctions with other materials such as a bathtub.
2. **Performance Standard** - Cracks in grouting of ceramic tile joints are commonly due to normal shrinkage conditions.
3. **Responsibility** – Re-grouting of these cracks is a maintenance responsibility of the Homeowner within the life of the home.

D. Finished Wood Flooring

1. **Possible Deficiency** - Cracks developing between floorboards.
2. **Performance Standard** - Cracks in excess of 1/8 inch in width shall be corrected.
3. **Responsibility** - Von's 7 will repair cracks in excess of 1/8 inch within the first year Warranty period, by filling or replacing, at Von's 7's option.

E. Resilient Flooring

1. **Possible Deficiency** - Nail pops appear in the surface of resilient flooring.
2. **Performance Standard** - Readily apparent nail pops shall be repaired.
3. **Responsibility** - Von's 7 will correct nail pops which have broken the surface. Von's 7 will repair or replace, at their option, resilient floor covering in the affected area with similar material. Von's 7 will not be responsible for discontinued patterns or color variations in the floor covering.

1. **Possible Deficiency** - Depressions or ridges appear in the resilient flooring due to subfloor irregularities.
2. **Performance Standard** - Readily apparent depressions or ridges exceeding 1/8 inch shall be repaired. The ridge or depression measurement is taken as the gap created at one end of a six-inch straightedge placed over the depression or ridge with three inches of the straightedge on one side of the defect, held tightly to the floor.
3. **Responsibility** - Von's 7 will take corrective action as necessary to bring the defect within acceptable tolerance so that the affected area is not readily visible. Von's 7 will not be responsible for discontinued patterns or color variations in floor covering.

1. **Possible Deficiency** - Resilient flooring loses adhesion.
2. **Performance Standard** - Resilient flooring shall not lift, bubble or become unglued.
3. **Responsibility** - Von's 7 will repair or replace, at their option, the affected resilient flooring as required. Von's 7 will not be responsible for discontinued patterns of color variation of floor covering, or for problems caused by Homeowner neglect or abuse.

1. **Possible Deficiency** - Seams or shrinkage gaps show at resilient flooring joints.
2. **Performance Standard** - Gaps shall not exceed 1/16 inch in width in resilient floor covering joints. Where dissimilar materials abut, a gap not to exceed 1/8 inch is permissible.
3. **Responsibility** - Von's 7 will repair or replace, at their option, the affected resilient flooring as required. Von's 7 will not be responsible for discontinued patterns or color variation of floor covering, or for problems caused by Homeowner neglect or abuse.

F. Painting

1. **Possible Deficiency** - Exterior paint or stain peels, deteriorates or fades.
2. **Performance Standard** - Exterior paints or stains should not fail during the first year Warranty period. However, fading is normal and the degree is dependent of climatic conditions.
3. **Responsibility** - If paint or stain is defective, Von's 7 will properly prepare and refinish affected areas, matching color as closely as possible. Where finish deterioration affects the majority of the wall area, the whole area will be refinished.

1. **Possible Deficiency** - Painting required as corollary repair because of other work.
2. **Performance Standard** - Repairs required under this Warranty shall be finished to match surrounding areas as closely as practicable.
3. **Responsibility** - Von's 7 will finish repair areas as indicated.

1. **Possible Deficiency** - Deterioration of varnish or lacquer finishes.

2. **Performance Standard** - Natural finishes on interior woodwork shall not deteriorate during the first year of ownership. However, varnish type finishes used on the exterior will deteriorate rapidly and are not covered by the Warranty.
 3. **Responsibility** - Von's 7 will retouch affected areas of natural finish interior woodwork, matching the color as closely as possible.
1. **Possible Deficiency** - Mildew or fungus on painted surfaces.
 2. **Performance Standard** - Mildew or fungus will form on painted surface if the structure is subject to abnormal exposures (i.e., rainfall, ocean, lake or river front).
 3. **Responsibility** - Mildew or fungus formation is a condition Von's 7 cannot control and is a Homeowner maintenance item, unless it is a result of non-compliance with other sections of the Standards.

G. Carpeting

1. **Possible Deficiency** - Open carpet seams.
 2. **Performance Standard** - Carpet seams will show. However, no visible gap is acceptable.
 3. **Responsibility** - Von's 7 will correct seams with visible gaps.
1. **Possible Deficiency** - Carpeting becomes loose, seams separate or stretching occurs.
 2. **Performance Standard** - Wall to wall carpeting, installed as the primary floor covering, when stretched and secured properly shall not come up, become loose, or separate from its point of attachment.
 3. **Responsibility** - Von's 7 will re-stretch or re-secure carpeting as needed, if Von's 7 performed original installation.
1. **Possible Deficiency** - Spots on carpet, minor fading.
 2. **Performance Standard** - Exposure to light may cause spots on carpet and/or minor fading.
 3. **Responsibility** - None.

H. Special Coatings

1. **Possible Deficiency** - Cracks in exterior stucco wall surfaces.
2. **Performance Standard** - Cracks are not unusual in exterior stucco wall surfaces. Cracks greater than 1/4 inch in width shall be repaired.
3. **Responsibility** - Von's 7 will repair cracks exceeding 1/4 inch in width, one time only, during the first year Warranty period.

Topic: Specialties Coverage: 1st year Area: Workmanship and Materials

A. Louvers and Vents

1. **Possible Deficiency** - Inadequate ventilation of attics and crawl spaces.
2. **Performance Standard** - Attic and crawl spaces shall be ventilated as required by the approved building code.
3. **Responsibility** - Von's 7 shall provide for adequate ventilation as required by the approved building code. Von's 7 will not be responsible for Homeowner alterations to the original system.

B. Fireplaces

1. **Possible Deficiency** - Fireplace or chimney does not draw properly.
 2. **Performance Standard** - A properly designed and constructed fireplace and chimney shall function properly. It is normal to expect that high winds can cause temporary negative draft situations. Similar negative draft situations can also be caused by obstructions such as large branches of trees too close to the chimney. Some homes may need to have a window opened slightly to create an effective draft, if they have been insulated and weatherproofed to meet high energy conservation criteria.
 3. **Responsibility** - Von's 7 will determine the cause of malfunction and correct only if the problem is one of design or construction of the fireplace.
1. **Possible Deficiency** - Chimney separation from structure to which it is attached.
 2. **Performance Standard** - Newly built fireplaces will often incur slight amounts of separation. Separation shall not exceed 1/2 inch from the main structure in any 10-foot vertical measurement.
 3. **Responsibility** - Von's 7 will determine the cause of separation and correct if standard is not met. Caulking is acceptable.

1. **Possible Deficiency** - Firebox paint changed by fire.
 2. **Performance Standard** - None.
 3. **Responsibility** - None. Heat from fires will alter finish.
1. **Possible Deficiency** - Cracked firebrick and mortar joints.
 2. **Performance Standard** - None.
 3. **Responsibility** - None. Heat and flames from "roaring" fires will cause cracking.
1. **Possible Deficiency** - Fireplace glass is dirty.
 2. **Performance Standard** - Fireplace glass will be clean prior to closing.
 3. **Responsibility** - None. Heat from fire will discolor glass. It is the Homeowner's responsibility to clean glass. Von's 7 will be happy to show the Owner how to remove the glass for cleaning.

Topic: Cabinets and Countertops Coverage: 1st year Area: Workmanship and Materials

1. **Possible Deficiency** - Surface cracks, joint delaminations and chips in high-pressure laminates on vanity and kitchen cabinet countertops.
2. **Performance Standard** - Countertops fabricated with high pressure laminate coverings shall not delaminate.
3. **Responsibility** - Von's 7 will replace delaminated covering to meet specified criteria. Von's 7 will not be responsible for chips and cracks noted following first occupancy.

Manufacturer's recommended cleaning and polishing solutions to be used only. Failure to use recommended products will result in cloudy finishes, surface scratches and weakening of product structure. Von's 7 will not warranty any surfaces damaged by misuse or improper care. Von's 7 will not be responsible for chips and cracks noted following first occupancy.

1. **Possible Deficiency** - Kitchen cabinet malfunctions.
 2. **Performance Standard** - Warpage not to exceed 1/4 inch as measured from face frame to point of furthest warpage with door or drawer in closed position.
 3. **Responsibility** - Von's 7 will correct or replace doors or drawer fronts.
1. **Possible Deficiency** - Gaps between cabinets, ceiling or walls.
 2. **Performance Standard** - Acceptable tolerance 1/4 inch in width.
 3. **Responsibility** - Von's 7 will correct to meet Performance Standard.

SYSTEMS: FIRST YEAR

Topic: Mechanical and Plumbing Systems Coverage: 1st year Area: Workmanship and Materials

A. Water Supply System

1. **Possible Deficiency** - Water supply system fails to deliver water.
 2. **Performance Standard** - All on-site service connections to municipal water main and private water supply shall be Von's 7 responsibility. Private systems shall be designed and installed in accordance with all approved building, plumbing and health codes.
 3. **Responsibility** - Von's 7 will repair if failure is the result of defective workmanship or materials. If conditions beyond Von's 7's control disrupt or eliminate the sources of the supply, Von's 7 has no responsibility.
1. **Possible Deficiency** - Plumbing pipes freeze and burst.
 2. **Performance Standard** - Drain, waste and vent, and water pipes shall be adequately protected, as required by applicable code, during normally anticipated cold weather, and as defined in accordance with ASHRAE design temperatures, to prevent freezing.
 3. **Responsibility** - Von's 7 will correct situations not meeting the code. It is the Homeowner's responsibility to drain or otherwise protect lines and exterior faucets exposed to freezing temperatures i.e. remove exterior garden hoses to keep from freezing exterior faucets.

B. Septic Tank System

1. **Possible Deficiency** - Septic system fails to operate properly.
2. **Performance Standard** - Septic system shall be capable of properly handling normal flow of household effluent. Septic system shall be designed and installed to comply with state, county or local code regulations.

3. **Responsibility** - Von's 7 will repair if failure is the result of defective workmanship or materials. Von's 7 will not be responsible for malfunctions which occur through Homeowner negligence or abuse or from conditions that are beyond Von's 7 's control, such as freezing, soil saturation, increase in water table, excessive use, etc. Homeowner shall be responsible for septic system maintenance.

C. Plumbing Systems General

1. **Possible Deficiency** - Faucet or valve leak.
 2. **Performance Standard** - No valve or faucet shall leak due to defects in material or workmanship.
 3. **Responsibility** - Von's 7 will repair or replace the leaking faucet fittings.
-
1. **Possible Deficiency** - Defective plumbing fixtures, appliances or trim fittings.
 2. **Performance Standard** - Fixtures, appliances or fittings shall comply with their manufacturers' standards.
 3. **Responsibility** - Von's 7 will replace any defective fixture or fitting which does not meet acceptable standards, as defined by the manufacturer.
-
1. **Possible Deficiency** - Noisy water pipes.
 2. **Performance Standard** - There will be some noise emitting from the water pipe system, due to the flow of water. However, "water hammer" (unreasonably loud banging in the system due to pressure differences) shall be eliminated.
 3. **Responsibility** - Von's 7 cannot remove all noises due to water flow and pipe expansion. Von's 7 will correct to eliminate "water hammer".
-
1. **Possible Deficiency** - Cracking or chipping of porcelain or fiberglass surfaces.
 2. **Performance Standard** - Chips and cracks on surfaces of bathtubs and kitchen sinks can occur when surface is hit with sharp or heavy objects.
 3. **Responsibility** - Von's 7 will not be responsible for repairs unless damage has been reported to Von's 7 prior to first occupancy.
-
1. **Possible Deficiency** - Toilets do not flush completely all the time.
 2. **Performance Standard** - The toilets are 1.5 gallon per city code which means there is only about 1 gallon of water with each flush. May need to double flush.
 3. **Responsibility** - None. Please note water saver toilets can be a problem due to low volume of water used. If this is a concern, please review with Von's 7.
-
1. **Possible Deficiency** - Leakage from any piping.
 2. **Performance Standard** - No leaks of any kind shall exist in any soil, waste, vent or water pipe. Condensation on piping does not constitute leakage, and is not covered.
 3. **Responsibility** - Von's 7 will make repairs to eliminate leakage.
-
1. **Possible Deficiency** - Stopped up sewers, fixtures and drains.
 2. **Performance Standard** - Sewers, fixtures and drains shall operate properly.
 3. **Responsibility** - Von's 7 will not be responsible for sewers, fixtures and drains which are clogged through the Homeowner's negligence. If a problem occurs, the Homeowner should consult Von's 7 for a proper course of action. Where defective construction is shown to be the cause, Von's 7 will assume the cost of the repair; where Homeowner negligence is shown to be the cause, the Homeowner shall assume all repair costs.

D. Air Distribution System

1. **Possible Deficiency** - Ductwork separates or becomes unattached.
 2. **Performance Standard** - Ductwork shall remain intact and securely fastened.
 3. **Responsibility** - Von's 7 will reattach and re-secure all separated or unattached ductwork.
-
1. **Possible Deficiency** - Noisy ductwork.
 2. **Performance Standard** - When metal is heated it expands and when cooled it contracts. The result is "ticking" or "crackling" which is generally to be expected.
 3. **Responsibility** - None.
-
1. **Possible Deficiency** - Oilcanning results from insufficient stiffening of the ductwork or improper gauge of metal.

2. **Performance Standard** - The stiffening of the ductwork and the gauge of the metal used shall be such that ducts do not "oilcan". The booming noise caused by "oilcanning" is not acceptable.
 3. **Responsibility** - Von's 7 will correct to eliminate this sound.
1. **Possible Deficiency** - Furnace not working.
 2. **Performance Standard** - Furnace should be operational.
 3. **Responsibility** - Von's 7 will turn over the warranty from the subcontractor installing the furnace and the HVAC system to the purchaser of the home. The name of subcontractor and contact number will be provided at closing.

Topic: Electrical Systems Coverage: 1st year Area: Workmanship and Materials

A. Electric Conductors, Fuses and Circuit Breakers

1. **Possible Deficiency** - Failure of wiring to carry its designed load.
 2. **Performance Standard** - Wiring should be capable of carrying the designed load for normal residential use.
 3. **Responsibility** - Von's 7 will check wiring for conformity with local, state, or approved national electrical code requirements. Von's 7 will repair wiring not conforming to code specifications.
1. **Possible Deficiency** - Fuses blow or circuit breakers (excluding ground fault interrupters) "kick out".
 2. **Performance Standard** - Fuses and circuit breakers shall not activate under normal usage.
 3. **Responsibility** - Von's 7 will check wiring circuits for conformity with local, state, or approved national electrical code requirements. Von's 7 will correct circuitry not conforming to code specifications.

B. Outlets, Switches and Fixtures

1. **Possible Deficiency** - Drafts from electrical outlets.
 2. **Performance Standard** - Electrical junction boxes on exterior walls may produce air flow whereby the cold air can be drawn through the outlet into a room. The problem is normal in new home construction.
 3. **Responsibility** - None.
1. **Possible Deficiency** - Malfunction of electrical outlets, switches or fixtures.
 2. **Performance Standard** - All switches, fixtures and outlets shall operate as intended.
 3. **Responsibility** - Von's 7 will repair or replace defective switches, fixtures and outlets.

C. Service and Distribution

1. **Possible Deficiency** - Ground fault interrupter trips frequently.
2. **Performance Standard** - Ground fault interrupters are sensitive safety devices installed into the electrical system to provide protection against electrical shock. These sensitive devices can be tripped very easily.
3. **Responsibility** - Von's 7 shall install ground fault interrupter in accordance with approved electrical code. Tripping is to be expected and is not covered, unless due to a construction defect.

MAJOR STRUCTURAL DEFECTS: 1ST YEAR THROUGH 10TH YEAR

A "Major Structural Defect" is actual physical damage to the following designated load bearing portions of the home caused by failure of such load bearing portions which affects their load bearing functions to the extent that the home becomes unsafe, unsanitary or otherwise unlivable:

1. Foundation systems and footings
2. Beams
3. Girders
4. Lintels
5. Columns
6. Walls and partitions
7. Floor systems
8. Roof framing systems

Repair of a Major Structural Defect is limited (1) to the repair of damage to the load bearing elements of the home themselves which is necessary to restore their load bearing ability and (2) to the repair of those items if the home is damaged by the Major Structural Defect which makes the home unsafe, unsanitary or otherwise unlivable.

Damage to the following non-load bearing elements do not constitute major structural defect (See Note 1):

- A. Roof shingles and sheathing.
- B. Drywall and plaster.
- C. Exterior siding.
- D. Brick, stone or stucco veneer.
- E. Subfloor and flooring materials.
- F. Wall tile or other wall coverings.
- G. Non-load bearing partitions.
- H. Concrete floors in attached garages and basements that are built separate from foundation walls or other structural elements of the home.
- I. Electrical, heating, cooling, ventilation, mechanical and plumbing systems; appliances, equipment, fixtures, paint, doors, windows, trim, cabinet, hardware and insulation.

NOTE: In the event of a Major Structural Defect occurring in the first year of coverage, repairs will also include correction of items necessary to bring the home into compliance with the Standards.

THE UNSAFE, UNSANITARY, OR OTHERWISE UNLIVABLE CRITERIA, UNDER MAJOR STRUCTURAL DEFECT IS LIMITED ONLY TO THE REPAIR OF PLUMBING, WASTE, GAS, OIL AND ELECTRIC LINES, DUCTWORK, HEATING SYSTEMS, AND OTHER ITEMS THAT AFFECT THE HEALTH OR SAFETY OF THE OCCUPANTS OF THE HOME, WHICH WERE DAMAGED BY THE MAJOR STRUCTURAL DEFECT.

AFTER ORIGINAL BUYER'S ACCEPTANCE, VON'S 7, LLC WILL NOT BE RESPONSIBLE FOR ANY OF THE FOLLOWING ITEMS:

1. Damage caused by watering near foundation walls, front and rear patios, porches or driveways.
2. Maintenance of proper drainage in all directions away from the house and finish grading.
3. Structural damage due to change of lot grade, because of removal or non-adjustment of splash blocks, planting lawn, yard work, or extra concrete.
4. Concrete areas in service walks, front and rear patios, porches or driveways.
5. Chipped or damaged sink or bath fixtures, appliances, counter tops and vanity tops, linoleum, floor tile and carpeting.
6. Cracked or broken window glass.
7. Items normally covered by Homeowner's insurance policy such as wind, fire, and water.
8. Normal lumber shrinkage in either structural or trim lumber.
9. Painting: interior or exterior.
10. Patching cracks in drywall, due to normal shrinkage of lumber.
11. Neglect in normal house maintenance.
12. Freezing of sill-cocks and water pipes.
13. Life span of trees or any other live landscape materials.
14. Warranties void if someone, other than Von's 7, performs additional work on the house; i.e. basement finish, additional bathroom, back decks.
15. Hardwood flooring, normal shrinking/drying scratches due to furniture, boxes, animals, etc.
16. Hardwood flooring next to windows, animal dishes, icemakers, washers, or dishwashers.
17. Any appliance warranties - call the appliance manufacturer directly.
18. Definition of final grade.
19. Any other items not reported or indicated on Pre-Move-In Orientation Report.

Von's 7 wants Homeowners to enjoy their new home. We care that the home was built correctly and will work with Homeowner to resolve any problems that might arise.

Representative, Von's 7