



# General Specifications and Performance Standards

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## Building Specifications

The following sections will be presented in an approximate order of how your new home will be built. Each section will describe the materials, processes and equipment we use as standard in each home we build.

Some optional items are described, and if your Proposal, Selections, Change Orders, and/or Plans call for these they would be included in your home.

There are also notes of clarification to help you understand the “whys” of many of the things we do in the construction process.

Technical questions on anything in this section can be directed to our staff listed below:

Matt Johnson  
 (763) 360-8454  
 matt@jonathanhomesmn.com

Nathan Fair  
 (763) 438-2561  
 nathan.fair@results.net

Customer Work: All homes are built per Jonathan Homes Specifications. We do not allow homeowners to perform any construction work before the home has the Certificate of Occupancy, and the Homeowner is in title to the property.

## Surveys and Permits

### **Staking**

Each house will be staked on the property by a professional land surveyor company and a Building Permit secured by the Builder from the City.

Every lot has some drainage or utility easements. These easements will restrict the amount of buildable space on your lot. They are usually noted with a dashed line on the Certificate of Survey or the plat of the development. All houses must be staked to stay out of those easements. No buildings or permanent structures (including in-ground pools) can be set within the drainage and/or utility easements, and no fill dirt can be added to that space.

### **Easement Restrictions**

Drainage easements may be wet or even hold standing water. These areas may be “soggy” especially after a rainfall event or during spring thaw. This is normal. Look at your survey or the development plat to see the location of easements on your property.

Natural areas such as wetland buffers or wetlands have various restrictions regarding grading, fill and vegetation. Consult with the builder regarding any restrictions shown on the survey or plat.

### **Pools, Backyards**

Builder makes no warranty about the feasibility for any construction on in-ground pools. Be sure to verify if the covenants allow for one. You will also need to verify any city, DNR, county, or watershed district codes or restrictions. No pool can be installed in a drainage utility easement area. Builder is not responsible for any soil correction necessary in areas outside the building pad where pools or accessory structures might be installed. Building pads are corrected only to the back of the building, not for the entire lot.

Note: There may be grading, retaining walls and soil issues that could add to your construction cost on a pool. It is best to consult with a reputable in-ground pool installation company for your estimates.

Builder makes no guaranties on feasibility or cost to have an in-ground pool installed.

### **Lot Corners**

The lot corners are staked for the Builder for construction of your home. After occupancy, it is the homeowner’s responsibility to keep track of the property corners. We strongly recommend that you have a survey company mark your property lines prior to installing a fence or building anything that is permanent. It is cheap insurance and less expensive than moving a fence that is installed in the wrong place.

## **Excavating and Lot Drainage**

### **Excavating and Backfilling**

The Builder will do all backfilling and rough grading to shape the lot after the foundation is complete.

### **Final Grade**

Final grade means only to an extent in order to obtain an approved grading as-built. Overall grading and drainage patterns are set by the development plans approved by the City. Final grades will be done as soon as weather and schedule allow. Final grade prepares the ground to be ready for landscaping. There will be some rocks and gravel in the soil of the final grade. This is normal with new construction.

### **Erosion Control**

Builder will use a combination of erosion control measures during construction. Silt fence or erosion logs are for controlling “silt” caused by water erosion. They are not designed for weed control. After vegetation is established on both sides of a lot line, Builder will no longer maintain these temporary erosion control measures.

**Water Drainage**

All sites are graded to maximize water drainage. Some extremely flat elevations may remain wet or soggy for some time after rainfall events and during snow melt events. Areas that are shaded or on the north side may be much wetter than other areas exposed to sunlight. If you have a wooded lot, the grading is often very limited unless all trees are cleared (not a good option). When saving trees it is very common that there may be some low “pockets” that retain water for a short time after a rain. The more it rains, the longer the “wet” area will exist. Water will stand 3-5 times longer on clay soil or deep levels of black dirt than it will in very sandy soil.

**Footings, Foundation and Concrete****Footings**

Concrete as per plan.

**Basement Foundation Walls**

Poured concrete walls with reinforced steel.

**Waterproofing**

Tremco’s Watchdog H3 40 mil thick membrane spray applied with 10-year transferable performance warranty.

Drain tile per Plan terminating in the sump basket.

We can only warranty a dry basement if your sump pump basket does not fill up with water and your pump is operational. Sump pumps are supplied and installed in clay soils only. Periodically check your sump basket for proper operation. If water is filling in the basket call for service immediately or install a sump pump if there is not one already there. Most plumbing companies can give you a price on installing a sump pump in your existing sump basket.

**Foundation Insulation**

Below grade foundation insulation is Tremco 2 3/8” (R-Value of 10) insulation/drainage board. A 2” foam Certistud product with wood strips built in is installed above grade. A gray vinyl covering is installed over drainage board above grade up to start of siding locations.

**Basement Floor**

3 1/2” thick poured Concrete over 6 mil poly vapor barrier.

**Garage Floor**

4” thick poured concrete. Sandy soil lots do not have reinforcing steel. Clay lots will have reinforcing steel.

**Exterior Concrete**

Front Stoop/Porch: Brushed finish plain gray color concrete is standard.

Sidewalk: Plain broom finished concrete ranging from 4-5’ wide, Size and shape vary depending on design of the home and is determined by Builder.

Concrete Patio slab: Plain broom finished concrete – see proposal/plan for size and location(s).

Driveway: Concrete with curing/sealer application. Sandy soil lots do not have reinforcing steel. Clay lots will have reinforcing steel.

Standard width driveway for a 3-car garage is 28' on a 32' garage, (26' on a 30' wide garage) at the garage (i.e.: edge of the garage door to edge of garage door) tapered back to about 20' at the street. This does vary and is at the discretion of the Builder. Additional width at the street can be added as allowed by City code. See Builder for pricing.

Note: It is possible there could be some delayed settling of concrete slabs. If excessive delayed settling occurs, there may be some portion of your driveway or sidewalk that sink with the settling soil and may need to be repaired. If this occurs during the first year, we will patch, lift, or repair that portion at no cost to you. Complete driveways, patios, and sidewalks however, will NOT be taken out and re-poured.

There is **no warranty** on exterior concrete. Please read notes below to help to maximize the performance of your concrete. Some rock pops, scaling, mortar flaking, and cracking will occur on concrete driveways. This is normal and is to be expected.

Even with the imperfections of concrete, we feel that the overall performance is still superior and preferred to an asphalt driveway. It is important to keep your concrete clear of snow and ice, especially icy slush which contains road salt. Failure to do so will cause severe scaling of the surface. One common area for scaling is at the bottom of your driveway down by the street. This is the result of road salt spread by city trucks trying to make the roads safer to drive on. Try to keep this area clear of salt and slush to minimize the amount of scaling.

Re-seal the driveway and sidewalk surfaces once per year in the fall.

### **Temporary Driveway**

Rock in the driveway will help to provide a temporary driveway for late fall and winter builds. If we feel a temporary driveway is necessary, it will be installed for you at the builders' expense. Late fall and winter builds do not allow us to put in a hard-surfaced driveway until after road restrictions are removed by the city in the spring, after all the frost is out of the ground and there has been sufficient settling so a driveway can safely be installed. There will be days during spring thaw that even a good temporary driveway may be impassable. We will provide a temporary sidewalk to the street at no charge for those homes. You may need to call your local city to get permission for overnight parking on the street for a few days.

For homes started from late August thru April, expect your driveway to be installed in May or June, depending on weather and driveway contractor schedule.

## **Framing/Trusses/Roof**

### **Subfloor**

¾" X 4'X 8' T&G OSB sheathing

### **Wall Sheathing**

7/16" OSB sheathing

### **Roof Sheathing**

½" OSB sheathing

### **House Wrap**

House and garage walls will be wrapped with breathable, water repellent membrane.

### **Trusses**

Metal plate connected wood trusses designed and engineered for each home.

### **Stud Walls**

SPF 2x6 exterior walls at 16" on-center, 2x4 interior walls at 24" on-center.

### **Other Framing Material**

FHA approved SPF

Note: Due to potential shortages or availabilities, we reserve the right to substitute equivalent framing materials for those listed above. All substitutions will meet or exceed FHA construction requirements and will in no way compromise the design, function, or integrity of your home.

### **Ceilings**

Lower Level: standard height is 8'-0"

Main Level: standard height is 9'-0"

Upper Level: standard height is 8'-0"

Some areas in basement mechanical area may be lower in the areas of duct work.

Ceiling lofts, trays and vaults per Plan.

### **Shingles**

Laminated asphalt shingles with 30-year limited warranty.

### **Roof Vents**

Installed per code and manufacturers' recommendations.

### **Square Footage**

Square footage figures are calculated to the outside walls and include all space within those walls.

## **Windows**

### **House Windows**

Vinyl single-hung or fixed units with Low E and Argon filled insulated glass.

Screens are included except on windows in unfinished areas or garages.

### **Color**

White

### **Window Grids**

Grids are included on front elevation windows only. Grids are inside of window panes, for ease of cleaning and durability. Grids are not removable. Grid style and location is per Plan.

### **Basement Windows**

Vinyl sliding windows may be used in the basement, depending on the actual elevations of the lot; some windows may require full/partial window wells. These are installed as the Builder deems necessary and will be at the expense of the Builder.

### **Window Extension Jambs**

Wood – Pine or pre-painted composite material. Jambs are applied onsite with no screen molding.

### **Screen/Hardware Color**

Screens and hardware typically match window cladding.

Windows are ordered for your home immediately after Plan Review is complete. There are no changes after that.

### **Safety Latches/Fall Protection**

Fall protection tabs are included to meet State Building Code and should not be removed or altered.

## **Exterior Doors**

### **Front Door**

Fiberglass front door is standard. We recommend re-finishing exterior side of door every 2-3 years, or as needed, to protect stain and varnish coat.

### **Front Door Sidelights**

Standard: Full Length direct set insulated glass, if any.

### **Fire Door (between garage and house)**

Six panel steel.

### **Single Full View Doors**

Steel door with deadbolt.

### **Sliding Patio Door**

Vinyl with handle lock. Patio doors leading out to a future deck will be "blocked" as required by code.

### **Door Locks**

Dead-bolt on Front Entry, any Full View Swinging Door(s).

## **Insulation**

### **Walls**

Fiberglass batting rated R-21. Sealed envelope, sealed and taped poly inside, foam around windows.

### **Basement Walls**

R-10 rating minimum when applied to the exterior of the foundation.

### **Ceilings**

R-49 blown insulation. Sealed envelope (poly & windows)

R-38 un-faced where needed in ceiling areas such as bays/tray vaults.

Tape & seal all connections

### **Garage Insulation**

Standard on garage/house common walls and garage/house common ceilings/floors only. See Builder for fully insulated garage pricing.



**Roof and Soffit Louvers**

Roof louvers and continuous aluminum soffit vents.

**Exterior****Main Exterior Wall Siding Surface**

Standard: Cement board siding on front elevation and vinyl siding on the sides and rear elevations.

Optional: Cement board siding on 4 sides. See Builder for pricing.

Vinyl Siding is a nominal 0.042-inch-thick material. Siding meets ASTM D 3679 requirements.

Cement siding and trim boards are painted products that will require annual maintenance, such as caulking and painting. It is common and even required in the Manufacturer specs that cement board siding will have butt joints with some gaps (about ¼"). Large smooth face surfaces on the elevation will have splices in them. This is normal. With pre-finished siding some paint touchups will be required and may not match exactly. This is normal.

**Shakes (if on Plan)**

Cement Board shakes are used when shakes are part of the front elevation design.

**Outside Trim Boards on Front:**

Trim boards shown on plan are painted Miratec, XLD Hardie boards, or cement boards.

All sides of a home that face a street or road may have extra trim and/or architecture on those sides when required by development. This is done for enhancement of the development at no cost to the owner of that particular home. The exact detail of the additional architecture is at the discretion of the developer/builder. Duplications of any home or model that fronts more than one street will be done without the additional trim detail.

**Outside Corners (rear)**

Vinyl corners with vinyl siding. Metal corners (colored) with cement board option.

**Soffit and Facia**

Aluminum.

**Shutters**

Pre-Colored or painted Vinyl - See plan if any.

**Exterior Pillars**

Pillars constructed of cement board products or pre-manufactured fiberglass. See Plan.

**Gutters**

Standard: No Gutters.

Optional: Gutters are an option and may be necessary that you add them depending on the grade, soil types, roof lines, and other factors. Gutters do reduce the risk of water getting into a basement by moving the water further from the foundation. If you have questions on if you should add gutters, please contact the Jonathan Homes office. If the buyer wishes to have gutters installed by Jonathan Homes, they must be paid for by the buyer on a Change Order during the building process.

Note: it is important to realize that gutters may freeze in the winter and as a result during certain times of the year the benefits might be reduced or eliminated.

## Stone Masonry

### **Cultured Stone**

The lay-up and mortar joints of stone will vary. Your house may or may not look exactly like any specific picture sample. Size of mortar joints will vary for stone applications. Many cities have special requirements for drainage around the bottom of cultured stone requiring the stone to be held up a certain distance from the ground or concrete. This is something required by the codes and we have no say in this matter.

### **Address Numbers**

Address numbers may be stone or metal – see plan for location. If possible, we will put the numbers on a stone and install in the stone veneer area on the home, usually on the garage.

### **Cap Stones and Cap Ledges**

The masonry contractor will select the cap color that best matches the stone selection.

Acid washing of brick or stone is not included in the price of any home

## Garage Doors

### **Overhead Garage Door**

Standard: Steel panel, non-insulated, no windows. Standard sizes are 16' wide x 8' tall for the main door and 9' wide x 8' tall for the 3<sup>rd</sup> stall door. Door style is per Plan.

Option: Thermal door.

Garage doors are not totally weather tight. There will be leaks around the side and at the bottom of the doors. Water may leak back in under the door during certain weather conditions.

### **Door Locking Mechanism**

Inside locking mechanism or opener.

### **Garage Door Opener**

Standard: One chain drive opener installed on main double door unless otherwise noted.

Option: Add 3<sup>rd</sup> stall opener or upgrade to belt drive.

### **External Keypad**

One included which can be programmed to run multiple openers.

### **Door Stop**

Wood or vinyl stop weather stripping.

### **Size of Garage**

Our standard is a 3-car garage: size is 31.5' wide at the widest point and 24-25' deep to the garage/house common wall. Some plan designs have a variance from this due to design specifics. See plan for the exact layout and dimensions.

## Deck/Screen Porch

Standard: No deck or screen porch.

Options: Maintenance free or cedar deck with aluminum railing and baluster. See Builder for pricing.

## Drywall

### **Ceiling Finish Whole House**

Knock down splatter and painted and enamel color.

Note: Occasionally a ceiling must be repaired during construction or during the warranty period. Repairs on splattered painted ceiling tend to be more noticeable than repairs with standard sprayed ceilings. Entire ceilings are not re-sprayed or repainted because of a small repair patch. There may be a texture difference and paint difference on repairs or patches.

### **Inside Garage Finish**

Standard: Hang drywall only (no mud, tape or sanding) entire inside of garage.

Option: Finished garage (mud, tape and sand) with smooth ceilings (no spray texture). No warranty of screw pops or seams cracking in a finished garage.

### **Drywall Openings and Arches**

See plan for location if any.

## Cabinets

Note: There may be some site-specific adjustments on the cabinet layouts that may differ from the Proposal or Plan drawings, or there may be some slight variation from a model. Each home is individually site measured and custom built. No house will be exactly the same.

### **Soffits – See Plan detail(s)**

Cabinet elevations for all entertainment cabinets will be drawn. Generally, cabinets are built without soffits unless they are specifically called out on the Plan.

### **Treatment at Top of Upper Wall Cabinets**

See Plan elevation detail(s).

### **Height of Wall Cabinets**

See Plan elevation detail(s).

### **Wood Types**

Knotty Alder stained cabinets or paint grade enamel. Paint grade material may include MDF, birch, maple or poplar.

### **Cabinet Door Style**

Square flat panel. Glass doors per Plan elevation detail(s).

### **Cabinet Drawers**

Soft close drawers are standard in the Kitchen only.

### **Other cabinet work**

Cabinetry will be built as drawn on Plan elevation detail(s). Sometimes the number of drawer/doors, etc. will be adjusted to fit in a specified lineal distance. This cannot always be predicted until the cabinets are laid out on site.

### **Vanity Heights**

Approximately 36" in Owner's Bath and 34" in secondary bathrooms measured to top of counter.

**Type of Hinge**

Hidden hinge in dull chrome finish

**Cabinet Knobs/Pulls**

Per Selections.

**Trash/Recycle Bins**

Standard as allowed by Plan. See Plan elevation detail(s).

**Interior Millwork**

**Woodwork Finish**

The finish for each cabinet is per Selections. Knotty Alder stained finish is standard in the Lower Level. Cabinets, fireplace mantel on Main and Upper Floors are per Selections.

Doors, jams, casing, and base are enameled standard.

**Balusters**

Standard – Double twist metal balusters.

**Stair Treads**

Full carpet

**Skirtboards**

Standard with round top edge or Princeton top selected by Builder.

**Hardware**

**Front Door Handle Set**

Handle and deadbolt on 6'10 doors; See Selections for style and finish.

**Interior Door Handles**

See Selections for style and finish.

**Plumbing**

**Water Piping**

Copper and AQUA-PEX poly pipe or similar.

**Garbage Disposal**

Included – Location is at the discretion of the plumber. Unless otherwise noted, once installed there is a cost to move it to the opposite side of the sink.

**Dishwasher Hook-up**

Included standard with air gap per code.

**Water Heater**

50 Gallon Power Venter Natural Gas on a 2-story home.

Direct Vented water heaters have a power fan for the venting. The fan will be heard when running.

#### **Laundry Tub**

Fiberglass – see Plan for size.

#### **Lawn Faucets**

Two cold water only included standard. The front hydrant is located inside the garage. The rear hydrant is located in the best possible location as determined by the plumber if not noted on the Plan.

#### **Lawn Sprinkler Rough-in**

Finished sprinkler included with Builder landscape package including backwater valve.

#### **Lawn Sprinkler System**

Included as part of the Builder installed landscape package. Layout is determined onsite with number of zones and heads as determined by irrigation contractor. No sprinkler heads in planting beds.

#### **Floor Drain**

One is included in the lower level mechanical room.

#### **Sump Pump for Drain Tile**

Standard: Drain tile and sump basket with rough in for pump discharge lines.

Sandy Soil: No sump pump.

Clay Soil: Includes sump pump.

Optional: Second backup pump-municipal water driven pump-no power needed. (Great in case of power or mechanical pump failure.)

#### **Passive Radon Reduction System**

Standard: A passive radon reduction system is installed on all homes. This set-up includes a vented 4" pipe through the attic and out the roof with an attic power outlet for a future fan if necessary. The vent pipe is connected to a continuous loop of drain tile piping around the inside of the foundation.

This passive system becomes the rough-in for an active system should it be necessary. Installation of the fan is not included.

Testing of radon is at owner's expense.

#### **Water Line to Refrigerator**

Included standard.

#### **Kitchen Sink**

Double bowl stainless steel

#### **Faucets – See Selections for finish options.**

Standard finish is chrome. Optional upgrade finishes are available for faucets. With the upgrade option drains, overflow caps, & toilet trip levers will remain chrome. Faucets and shower trim, when selected, will be in the upgraded finish selected.

### **Toilets**

Owner's Bath and ½ Bath are elongated bowls. All other baths are round bowls. Color is white.

### **Showers**

Owners shower is full tile shower with two (2) shower heads, ceramic walls and base. Other bathrooms have fiberglass shower bays.

Sliding door on upper floor shower only.

### **Tubs**

Fiberglass tub & walls.

### **Soaker Tub**

Freestanding fiberglass, non-jetted tub in Owner's Bath. Floor mounted filler.

### **Water Softener**

None. See Builder for pricing.

### **Basement Wetbar**

Rough-in included standard.

Optional- check with builder on pricing for walk-up wet bar or full peninsula bar.

## **Forced Air Heating and Air Conditioning**

### **Forced Air System**

Standard: 95% efficient direct-vent single stage furnace

Forced air heating shall be installed according to the requirements of the National Society of Heating and Ventilation Engineers, and in all cases shall conform to the local ordinances.

Type of ignition: Electronic Spark Ignition

Digital programmable thermostat on each level.

### **Zoned Heating and Cooling**

Standard: 3-zone electronic dampers. For houses with a sport court, the sport court will be on the same zone as the lower level.

### **Humidifier - Optional**

See Builder for pricing. It is important not to over humidify your home in the winter time. It can cause water damage problems.

When a home sits for many months in the winter it may dry out. That is why we may choose to install a furnace humidifier on a model home. This is not part of the home price and is not normally installed in our homes that are occupied. If you purchase a model with a humidifier in it, we will be happy to remove the humidifier, in the first year if you wish. After you move into the home, you must be very careful not to over humidify the inside air.

### **Air Conditioning – 13 SEER High Efficiency**

The AC pad will be one of the following and will be chosen at the discretion of the builder depending upon the condition of the soil, time of year, etc.

Brackets attached to side of foundation (the primary system used.)  
Fiberglass pad placed on ground.

### **Humidity/Interior Moisture and Your Home**

A Mechanical Ventilation System (ERV) is included in your home. The purpose of the ERV is to:

- Deliver extra fresh air to the homes interior to improve air quality indoors.
- Exhaust interior stale or humid air to the outside.
- To help lower indoor relative humidity (RH). (Lower humidity levels are necessary to help prevent moisture damage to a house. As far as a home goes, dry is better than damp.)

Relative Humidity is defined as the amount of moisture held in the air compared to the maximum amount of moisture that could be possible for that air to hold at that specific temperature. The warmer the air the more moisture it holds. Warm air holds a lot of moisture (water molecules) where as cold air holds very little moisture (it is extremely dry).

Ventilation (exchanging indoor air for outdoor air) will reduce the indoor RH if the outdoor air is colder (drier) than the indoor air. Ventilating a house helps lower the indoor RH when it's cold outside. There must be a close monitoring of indoor RH to keep you home around 25-30%. If you go below that amount, it is uncomfortable for human comfort and could cause excessive shrinkage in millwork, wood floors, and drywall. If you exceed 25-30% RH in your home, the high moisture content can result in mold or even some structural damage.

There is a bit of a dichotomy with the optimal RH.

- The optimal human RH comfort is 35 – 45%
- The optimal building structure RH is 20 – 25%

You must maintain a balance between having enough moisture and not having too much moisture. Use these visual guidelines to help monitor the proper RH level:

If you see shrinking or gapping in your millwork, wood floor, enamel finish or drywall; you can minimize the undesirable effects by:

1. Turning your ERV setting down to its lowest setting (so it runs very little) or turn it off.
2. If shrinkage is still present after a few days, turn on a humidifier. If your home was not equipped with a humidifier, you may want to consider installing one or use a portable one to help prevent cosmetic shrinkage. This type of shrinkage is not covered under any warranty.

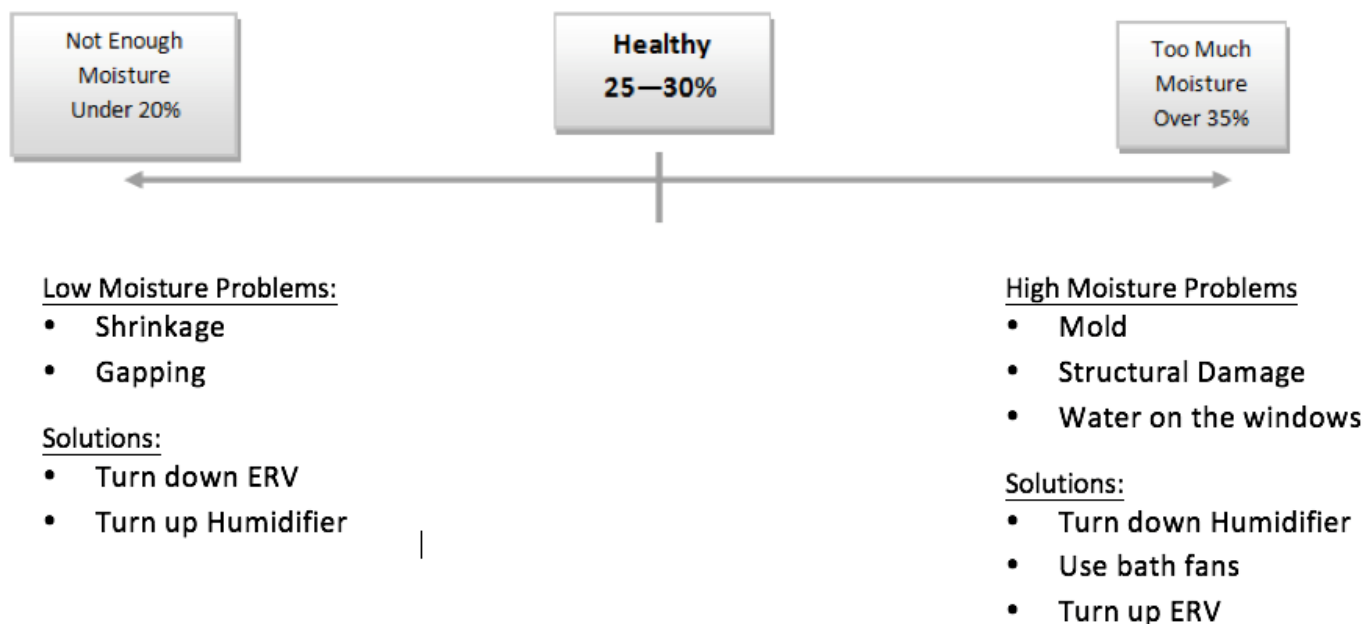
If you see condensation forming on your windows, you must act to reduce the humidity:

1. Turn up your ERV setting. It can go as high as continuous run, but that may start to dry out the home too much.
2. Turn down your humidifier, if you have one.
3. Use bath fans when showering (if you have one).

\*Please note: Monitoring the moisture is very important. Watching it to be sure there is not too much moisture (evidenced by condensation appearing on the windows) and also being careful that it is not too dry (evidenced by shrinkage of floors, woodwork, and cracking of enamel), is very a dynamic and always changing event. It literally changes with the outside temperatures and humidity. Adjustments to the ERV and humidifiers must be made regularly in the changing cold weather conditions (sometimes daily).

Elements that Contribute to varying humidity levels:

1. Quantity of occupants (fewer people results in less humidity - less cooking, showering, laundry, etc.).
2. If a homeowner frequently leaves the home for extended periods during cold weather, the result can be a very dry home since no activities such as those mentioned above are generating humidity.
3. The size of the home changes the humidity inside (larger homes have more air volume to distribute the moisture being produced, consequently the home is dryer).
4. Cold outside temperatures can have a big impact on the negative effect of too much interior humidity, but it can also really dry a home down.
5. How much you run your humidifier, the more you run it the more humid the home is.
6. How much you run your mechanical ventilation system (ERV), the more you run it the dryer your home is.



Additional helpful tips:

- If you have too much moisture on your window glass, leave your window blinds up 6 – 8” from bottom of window to allow for better air movement to evaporate the water off the glass.
- Set your furnace fan on continuous run in cold weather conditions (continually circulates the air around the house making for more uniform humidity throughout).
- Filters in ERV and Humidifiers must be cleaned/changed on a regular basis.
- Consider buying a portable relative humidity instrument (approximately \$20.00 at a big box store) and monitoring that humidity along with the visual indicators previously mentioned in this document.

#### Basement Forced Air Heat

Overhead heat vents (diffusers) are included.

All basement finished areas are typically going to be cooler than above ground spaces. This is true for all types of systems (except radiant floor heat) and all seasons. Without a source of heat (i.e.: times when the furnace is not running) and with very little solar heat gain (sunshine through windows), the room temperature is simply cooled down



by the consistent cool soil around it. The only way to alter this is to provide an independent source of heat in the basement. A simple gas fireplace or electric space heater can accomplish this.

#### **Color of Floor Registers**

Will be a brown/tan color.

#### **Type of Gas**

Natural gas.

Temporary Propane: Sometimes with winter construction natural gas is unavailable until spring. If this happens, we will pay for the cost of the temp propane hardware and the conversion costs when the natural gas line is run. If this occurs, all gas appliances except the fireplace are temporarily set to run off propane. The fireplace will not be operational until the natural gas is installed. The buyer is still responsible for the cost of the fuel.

#### **Furnace Flue**

With the new energy codes, most all appliances (furnace and water heaters) are direct vent. This means they are vented out the wall with a PVC pipe. It is important to keep exhaust pipes on exterior of your home free of ice buildup. Failure to do so can cause your furnace to stop working. This result is not covered under any warranty.

#### **Trunk Lines – Galvanized Steel**

We cannot guarantee any exact location for trunk lines or vent locations. Trunk lines will be made to minimize the amount of duct and heat runs that occur below the floor joists in the basement. Trunk lines are always in some areas below the joists in the mechanical room. There is no guarantee that all objects will be above the bottom of the floor joists. In some cases, the main trunk lines could be below the joists and the individual heat runs be up in the trusses.

#### **Condensation Can “Leak”**

Even though we try to seal the home up as much as possible, there is some air “leakage” from inside the house into cold spaces of the house. Most of the time that humid air dissipates and has no effect.

During long periods of extreme cold, some of the moisture from this humid air may form frost in cold spaces. If that happens over a long cold period of time and then the temperature warms up fast, this frost will rapidly melt and can cause some condensation “leaking”. This only occurs with extreme temperature swings (for example, a week of very cold sub-zero temperatures and then quickly rises to 40 or so). This is a phenomenon that cannot be totally eliminated.

### **Electrical**

#### **Service Size**

200 AMP minimum.

#### **Service Location**

Side of house or garage closest to supply. The service line typically cannot go under a driveway, and it cannot be located in a storage or clothes closet or bathroom.

#### **Appliance Wiring**

Double Electric Oven

Gas cook top and hood vent

Electric dryer

Gas line for the range and wiring for dryer are in the base price. Electric for cook top or gas line for dryer is an upgrade and must appear on your Proposal or a Change Order.

**Lighting**

Pre-selected package is included. No substitutions. Any changes to your lights must be done after closing.

**LED Disk Lights**

LED disk lights have replaced traditional recessed can lights. LED's have much longer bulb life, allow greater flexibility for installation and are more energy efficient. Locations per Plan.

**Tamper Resistant Outlets**

Tamper resistant outlets are required by code. These can be a little difficult to plug anything into them. You must push (and sometimes wiggle) the plug engaging both prongs at the same time.

**Switches and Cover Plates**

The switches and plates of some electronics are only available in white and may not match the standard bone color of the switches and outlets.

No dimmer switches are included.

**Ceiling Fans**

One in the owner's bedroom is included – see Plan.

All ceiling fans must be noted on the plan and proposal no later than the Final Plan Review. Fans cannot be installed later where only a standard ceiling fixture was installed. Wiring and installation provision for each fan is an upgrade and must be priced out in your Proposal or on a Change Order.

**Smoke Detectors/Carbon Monoxide Detectors**

All homes will have smoke detectors and carbon monoxide detectors per code.

Carbon Monoxide Detectors are manufactured to last only seven years. At that time it will be your responsibility to replace it for your safety.

Unlike smoke detectors, there is no easy way to actually “test” the carbon monoxide detectors to know if they are working.

No electrical wiring by homeowner is allowed while the house is under construction. This includes running 120 volt wires in the wall, even if they are not connected. All lights and switches must be marked on the Plan or they will not be included in your home.

**Arc Fault Circuit Interrupter Breakers (AFCI'S)**

The 2008 National Electrical code 210.12 requires AFCI breakers (located on your service panel) to be installed on most residential circuits.

Code 210.12 – All 120-volt, single phase, 15- and 20- ampere branch circuits supplying outlets installed in dwelling unit in family rooms, dining rooms, living rooms, parlors, libraries, dens, sun rooms, recreation rooms, closets, hallways or similar rooms or areas shall be protected by a listed arc-fault circuit interrupter, combination type installed to provide protection of the branch circuit.

Unlike a conventional circuit breaker, which detects overloads and short circuits, an AFCI utilizes advanced electronic technology to “sense” different arcing conditions. Common household items such as motor-driven vacuum cleaner and a furnace motor naturally create arcs when they are operating. Each of these conditions is considered a normal arc which can also occur when a light switch is turned off.

Arc faults, however, may result from damaged wiring, overheated or stressed electrical cords, worn electrical insulation, wires and/or cords in contact with vibrating metal, damaged electrical appliances and more. This potentially dangerous condition creates high-intensity heat which may exceed 10,000 degrees Fahrenheit – resulting in burning particles that can easily ignite surrounding material such as wood framing or insulation.

AFCI's are designed to recognize arc faults when they occur and automatically shut the circuit down before it becomes a fire hazard. Manufacturers of AFCIs test for hundreds of possible operating conditions, and design each AFCI to constantly discern between normal and dangerous arcs.

Certain appliances may cause "unwanted tripping" of AFCI's such as electric motors, computer power supplies, low voltage lighting, fluorescent lighting, plasma televisions, and similar loads. Electrical noise on power lines, certain dimmers and fan speed controllers may also affect AFCIs. Unwanted tripping MAY be resolved by replacing old/worn electrical cords, installing noise suppression devices, or automatic voltage regulators.

Due to the fact that AFCIs are mandated by the NEA code to be included on all new homes, the builder cannot be held responsible when AFCI's cause "unwanted tripping"

## Low Voltage

### **Cable TV**

RG 6 quad shield (4 layers of shielding) coax cable. See plan for locations.

### **Data/Internet**

Category 5e (CAT5e) cable. See plan for locations.

### **Phone**

None included.

### **Speaker/Stereo Wiring**

None included. See builder for options and pricing.

### **Security System**

None included. See builder for options and pricing.

## Fireplace

Standard: Gas burning fireplace is high efficiency, zero clearance Superior or comparable with ceramic or stainless burners, ceramic log and safety screen.

Note: a blower fan is not standard. See Builder for pricing to add a blower.

Note: The gas fireplace will "smoke" when it is new. This could last up to the first 10 hours of operation. Dirt dust and oil is all burnt off during this time. This can also happen at the first start up of the season.

### **Hearth**

Standard is no hearth on fireplaces.

With flush hearths, it may be necessary to use wood trim around the edge of the ceramic or marble if the tile is thicker than the wood floor around it. All "flush" hearths of cultured stone will be about 1" higher than the wood floor or carpet.

**Safety Screen**

Gas fireplaces have a glass front panel that gets extremely hot during and even after use. Touching the hot glass front can lead to serious, irreversible burns. **Make sure to keep small children away from the glass at all times.** Most fireplace models are installed with a safety screen, but precaution is still advised.

**Trim color**

Black

**Ceramic Tile, Stone, Vinyl & VCT****Ceramic Tile Floor**

Locations: Owner's Bath

**Thresholds**

Most ceramic floors use a narrow piece of floor tile installed at a bevel to help in the transition of different floor heights.

**Ceramic Showers**

Wall tile and base is standard in the owner's bath.

**Kitchen Backsplash**

Standard: Ceramic, see Selections for tile choices.

**Fireplace Face Covering**

Standard: Stone

**Vinyl Floor**

¼" thick underlayment used under vinyl floor areas.

Locations: Laundry, mud room, all bathrooms except for owner's bath.

**VCT Floor**

Locations: Sport Court/Exercise

VCT floors do not get a wax coating standard.

**Wood Floor****Wood Floor**

Locations: Entry, Kitchen and Dinette.

**Wood Floors Selected**

Standard: Engineered hardwood

Any wood floor areas that are adjacent to an exterior door that is not under a covered porch should have a storm door installed on it, or the floor may warp and buckle by the door. You can hire us to install the door, or you may do it after moving in.

All wood floors shrink and will show cracks in the winter. This cannot be avoided with any wood floor. Seasonal shrinkage (cracks between floor boards) is not covered under warranty. Maintaining a little higher level of humidity in the house during the winter will help this condition, but you must be careful not to over humidify since that will cause problems with condensation on your windows. See your Builder/Statutory Warranty for minimum Performance Standards on wood floor spaces.

Color putty used will match as close as possible for most of the wood floor area. There will be variations of light and dark wood where color putty does not match.

## Carpet

All carpet is selected from our standard carpet selection and includes 6# carpet pad. Locations per Plan.

### **Definition of Carpet Installation on Steps**

Staircases with split/angled treads will have “wrapped nosing” installation. All other staircases will have “waterfall” installation.

## Painting & Decorating

### **Exterior**

All exterior trim, siding, or shakes that are not already prefinished for low maintenance will be finished in latex paint. The color will be selected by the Buyer or the Builder and is recorded in the Selections.

### **Interior Stained Woodwork Finish**

Architectural penetrating stain, sealer, sand and varnish.

Different pieces of wood and different wood types will take stain differently. Different wood species will lighten or darken over time depending on the species. The final result of any stain selection may not be exactly like any specific example presented.

### **Enameled Woodwork**

See Selections for location of enameled woodwork.

Enameled woodwork consists of maple, birch, poplar, pine, and MDF. The exact composition is determined by the Builder and supplier.

### **Interior Painted Walls**

With new construction, a flat latex paint is standard and necessary on all freshly taped, drywalled walls. Semi-gloss or satin are not a good option for new construction because of all the touch-up needed in the process of building your new home.

See Interior Paint page.

### **Wallpaper**

None- We do not recommend wallpaper for at least one year. Installing wallpaper does cause issues in trying to make any repairs or adjustments to the drywall. Areas covered in wallpaper will be excluded from 1-year drywall and paint repairs.

See note on wallpaper under Performance Standards and Warranty agreement in the back of this booklet.

## Countertops and Vanity Tops

### **Kitchen Countertops**

Standard: granite

Natural Granite comes in various lengths. Any counter longer than the available slab length and any counter with an angle, return, or L-shape will have splices in the surface. You will be able to see and feel these splices/joints.

By putting a slight angle on the outside corners we can sometimes maintain a full slab and avoid seams. When this is possible, that adjustment will be made in the field.

Granite is a natural stone. It will contain “flaws” in texture, color and pattern. This is normal and part of any natural stone product. No guarantee is implied that any given top will be without seams or joints.

### **Laundry Countertops**

Standard: laminate

Many countertop surfaces have limitations on the length and widths that materials are made in. Seams will occur anytime these size limits are exceeded.

### **Vanity Tops**

Standard: quartz eased edge is standard with backsplash made of matching material.

### **Half Bath Vanity**

Standard furniture style included with furniture vanity selected.

Cultured Marble with  $\frac{3}{4}$ " edge.

## Glass Products

### **Mirrors**

Pencil-edge glass with chrome clips over vanities. See Plan for sizes and locations.

### **Shower Doors**

Sliding shower door semi frameless by-pass with clear glass and chrome tracks on upper level shower only.

Tub Surround – Shower door is not included.

No shower door on lower level shower.

### **Mirror Notes**

Width - About 4" less than the backsplash. Sometimes a little extra wall space is needed to allow for outlets. When a mirror is adjusted for the outlet, we will also try to keep the mirror symmetrical on both sides.

Standard Height of Glass - 40" high.

## Appliances

### **Kitchen**

Standard package is included in price of home. See Selections for specs. Package includes stainless steel french door refrigerator with external ice and water, stainless steel dishwasher with stainless steel interior and hidden controls, built in double wall oven, 5-burner 36" built-in cooktop, range hood and microwave.

#### **Refrigerator doors:**

For many designs the location of the refrigerator and the proximity to an adjacent wall may restrict the opening of certain doors or drawers of that refrigerator. Designing a home around this often creates more problems than it solves. Therefore, it is not uncommon for it to be necessary to pull the refrigerator out away from the side of the wall that is causing the obstruction, allowing the removal of certain drawers for cleaning.

#### **Laundry**

Standard package is included in the price of the home. See Selections for specs. Appliances are only hooked-up if they are supplied by the Builder.

Washer & Dryer Depth - Most washers and dryers are 24" deep in size and some new style front loads are up to 30" deep. In addition to that they require 4"– 6" of space behind for the hook-up. Consequently, they typically stick out from the wall 28" – 36". Laundry base cabinets, like kitchen base cabinets, are 24" deep with a 25" deep countertop. The appliances may be deeper than the cabinet.

#### **Wetbar**

Standard: not included

If included in your proposal or change order, see Selections for included appliances.

#### **Misc. Options**

##### **Closet Shelving**

Standard: white wire as shown on the Plans.

Optional: melamine. See Builder for options and pricing.

##### **Mailboxes**

Installed by Builder or Developer.

#### **Grading and Landscaping**

##### **Finish Grade**

Finish grading (final preparation for sod) shall be done by the Builder. Once a Grading As-Built survey has passed city inspection and is certified the Homeowner accepts responsibility of any alteration to grade by a Homeowner directed landscape contractor.

##### **Landscaping**

We offer a turn-key landscaping package including 2" of topsoil, rock mulch around perimeter of home, 10 shrubs, 3 front yard trees, irrigation system and concrete driveway. The landscape is installed as per plan with some in-field adjustments made by our staff as they see necessary. There are NO ADJUSTMENTS or changes allowed with the turn-key package. Irrigation systems are designed onsite by our irrigation contractor with the layout and number of zones varying per lot. We will try to have the landscape complete prior to the house closing when time of the year and weather permits. Homes built during the winter will be landscaped the following summer. With clay soil, landscaping could occur as late as sometime in June or July. Existing, developer installed or spaded trees, if any, have no warranty

and are treated as existing trees. These will not be replaced by the Builder. If any planted tree must be moved or replaced for ANY reason, the new tree will be a 2" if it is a deciduous and a 4' – 6' spruce if it is an evergreen. This is the ONLY size we will use for replacement.

Landscape designs may vary on lots and neighborhoods. There is a one growing season warranty on all trees, shrubs and irrigation system. Damage from animals or neglect voids warranty. There is no warranty for sod.

### **Recommended Maintenance for Trees and Shrubs**

**Supplementary Watering:** In addition to normal lawn irrigation, it is very helpful for new trees and shrubs to have additional watering in dry weather (especially in sandy soil). This will give them a good strong start and faster growth. The surface watering necessary for sod growth may not be sufficient for the deeper roots of trees or shrubs in dry weather. Shrubs in rock mulch beds will need to be hand watered as the irrigation systems is designed to cover the yard/sod only, not specifically the plant beds.

There is no warranty on trees/shrubs/grass that has not been efficiently watered. Be careful with clay soil not to overwater or the plants can actually "drown".

**Tree Wrap:** It is recommended that each fall you wrap the trunks of young trees. This helps prevent wildlife (deer and rabbit) damage and "sun splits". This is especially important if you live in a subdivision with lots of deer and rabbits around. There is no warranty on animal damage.

**Perennials & Shrubs:** These types of plants should be covered with straw in the fall to help prevent freeze out. A good blanket of snow will also protect plants very well, but if there is NO SNOW, extremely cold and windy days can kill the plants. There is no warranty on winter kill.

**Dry Fall:** If the late fall is very dry, hand watering trees and plants can help keep them alive through the winter. When freeze-up occurs and with very dry soil around the roots, the plants will become dehydrated in the winter and can die. A little extra care at the beginning can yield big returns on strong trees and a beautiful landscape later on.

### **Tree Removal**

Typically, no trees may be removed from any lot without prior City approval. This is true for any time during the construction process. In some cases, a request by the buyer to remove a tree may be denied by the city or they may require additional trees planted to replace the removed trees at the cost of the buyer.

### **Retaining Walls**

All retaining walls necessary for proper drainage around the house are installed by the Builder. Generally, the walls are done with boulders. Boulders are various sizes and shapes. Retaining wall blocks may also be used as determined by the Builder. Gutters may be suggested to control "washing" of soil through retaining walls. See builder for pricing.

### **Window Wells**

Deep window wells such as those necessary on basement bedrooms or rear windows on a full basement lot are made with poured concrete. Where only a shallow window well is needed, then retaining landscape blocks may be used. This is at the discretion of the Builder and varies with soil type, the grade and design of the home.

### **Guard Rails**

If code requires a guardrail, then the Builder will install one. Those locations are generally only along walkways (sidewalks) and front porches over 30 inches off the ground.



## Performance Standards

The following comments are designed to clearly define and describe what to expect in the performance of your new home. Understanding these standards is critical to your satisfaction with your new home. These standards are all consistent with your **state statutory 327A warranty**. Please read these over carefully. If you have any questions please inquire with the Builder.

Note: Some of the items listed may be options and may not be in all homes built.

### **Concrete**

The driveways are especially formulated to give the best possible long-term performance. Listed here are several things that all home buyers need to be aware of with regards to the performance expectations of concrete.

**Cracks:** All concrete (including basement floors, foundations, walks, and driveways) can and most likely will develop cracks due to characteristics of expanding and contracting of concrete or settling due to the soil on which they are laid. This is normal and does not constitute a failure.

**Salt Damage:** It is important to keep driveways and sidewalks free and clear of ice and snow, but never use salt, use only sand. By applying salt or allowing salt to sit on the concrete surfaces, you are subjecting your concrete to massive surface scaling and pitting. This often happens at the entrance of the driveway from city produced road salt. Salt dripping off of autos may also cause damage to the surface. We strongly recommend a yearly sealer in the late summer or early fall to help preserve your concrete. The Builder is not responsible for any damage from salt (either homeowner applied or from the city streets).

**Color:** Different concrete batches poured at different times with different temperatures will have different colors. Some sections may be darker and some could be lighter. This is the reality of concrete and is out of the control of the builder. No adjustments are made for color variances on any concrete. If one section is removed and replaced, the new section will be different in color.

**Rock “pops” or mortar flaking:** This is a common occurrence of concrete primarily in climates where freezing and thawing occurs (like Minnesota). The superior crushed granite mix we use in driveways is less likely to have any “pops”, but can still have some scaling. These small defects will most certainly occur, but are not structural failures. The minor imperfections that result are normal for exterior concrete. You can help to protect your exterior flat concrete by sealing it with a penetrating concrete sealer annually.

It is important to note that under the 327A State Statutory warranty **there is no coverage for exterior flat concrete**. Any adjustments made on exterior concrete are done solely at the discretion of the Builder with the understanding that exterior concrete WILL NEVER be replaced a second time.

### **Concrete Front Stoop/Porch**

A concrete stoop is often poured early on because of its structural integration with the house. Unfortunately, chips often occur on the front edge during the construction process. If this occurs, the chip will be patched with an epoxy concrete patch. We will match the color as close as possible. Problems with any concrete stoop are repaired; however, a concrete stoop is NOT replaced because of the structural integration. Some white efflorescence (white looking film on the surface) may occur on front stoops. This “leaks out” from inside of the concrete and is unavoidable.

### **Garage Floor**

Garage floors will develop cracks, mortar flaking, spalling, and pops. These issues are cosmetic only and will not result in any tear out or removal. The structural integrity remains intact. At the builder’s discretion, the cosmetic issues may be

repaired depending on the severity of the issues. Salt dropping from vehicles will have adverse cosmetic issues to concrete. You may have water pooling on the garage floor caused by slight dips in the overall slope of the floor. You should expect in freezing winter conditions that you will have melting snow from vehicles pool at the overhead garage door causing the overhead door to possibly “freeze” to the garage floor. This cannot be prevented. It is important to “break” this free before trying to open the door with your opener.

### **Concrete Driveways**

It is recommended that vehicles stay off new concrete for at least 10 to 14 days. Premature traffic on new concrete can cause unnecessary future cracking. We also recommend that no large trucks (like moving trucks) be allowed on your driveway. These can cause hairline cracks that are undetectable for a year or two. With no warranty of any kind on cracks in concrete, it is best to follow this recommendation. Driveways that are not shoveled in winter conditions cause snow and ice build-up. The snow and ice can freeze to the top layer of concrete potentially causing it to lift the top surface. It is important to have regular/timely snow removal or damage may occur. Failure to keep your driveway clean may result in surface failure in the spring. It is expected to have some cosmetic issues such as cracking/chipping/scaling/pitting and flaking on the surface of your driveway. Concrete driveways are intentionally held down from the garage floor surface about 1” to 1 1/2 “. This allows for driveway heaving. In some cases with wet soils (especially clay) driveways may heave vertically above the surface of the garage slab. This cannot be controlled and should be expected.

### **Asphalt Driveways**

Do not park heavy trucks or trailers on the asphalt. It is recommended to seal coat asphalt driveways on a regular basis. Use a high-quality seal coat. NOTE: There may be some flatter spots that may hold a small amount of water puddling after a rain. The more level the driveway, the greater the chance of this occurring.

### **Brick & Stone**

In all brick applications the ends of the brick (referred to as the “heads”) are shown to some extent. In roll-lock and special coursing, the “heads” will often face forward. These heads may have a slight variation in color from the face. Brick may discolor due to the elements, rain runoff, weathering or its innate materials. White “salts” may also appear on the surface of some (mostly dark color) brick. To help control this, we suggest putting gutters on the areas above the brick to help direct the water away. The Builder is not responsible for this discoloration that may occur. Small cracks may appear in the brick mortar or in the stone veneer. This is normal and not a warranty item.

Non-uniformity in appearance of Antique Brick, Stone, or Rock Face Brick is not warranted.

Cracks can develop in the mortar used in bonding bricks or stone together. This is a normal condition due to shrinkage in either the mortar, the brick, or the lathe base of the stone and cannot be totally avoided.

### **Siding**

It is common with cement board to have butt joints with gaps from ¼” to 3/8”. This is required by manufacturer installation requirements. All homes have a building paper wrap under the siding to protect from water intrusion. NOTE: With cement board siding, the siding is nailed only at the top. This helps maintain the integrity of the cement board. As a result, the bottom is “loose”. This is the manufacturer recommended installation. The “loose” siding is normal.

### **Gutters**

Certain designs may require gutters around some sections of the house to eliminate potential water seepage into your basement or control erosion. Any extra gutters required are the responsibility and expense of the buyer/owner. The Builder can help you decide locations should you desire additional gutters – at your expense. Gutters may be added at any time. It is important that gutters be kept clean and clear of obstructions in order for them to work properly. Running gutters into an underground pipe to divert water away from sidewalks may not work in all seasons. During the

winter the ground will freeze up and can cause backup in the downspouts and gutters. When this happens the ice can damage your sidewalk and your gutters. Gutters are also recommended to help divert large volumes of water away from retaining walls.

### **Garage Doors**

Garage doors have weather stripping but are not totally weather tight. You will see some light around most garage doors. There may be some small gaps at the bottom of the door where the door and weather-strip meets the concrete. Water might back up under the doors, particularly in the corners. The only way to completely prevent any water from coming in under the door is to use a glue-down rubber threshold that attaches directly onto the concrete floor at the point of door contact. This option is available from our garage door companies. It is important to note that if this is done, the water that drips off your cars in the winter time may pool up.

### **Asphalt Shingle Roofs**

Under certain conditions of light and reflection, you may see imperfections caused by the sheathing seams under the shingles. This is normal and cannot be eliminated.

Solid colored roofs may show some variation in shade at certain angles of reflection. This is caused by the varying absorption and reflection of light from the minute granules that make up the surface of the shingles. The position of the granules cannot be controlled by the builder. Some surface marring will occur when shingles are installed. They are small and are only visible while on the roof and not from the ground. They do not affect the warranty. This is normal.

### **Roof Damage**

Roof damage caused by someone walking on the roof (i.e. installing radio or television antenna) or damage due to high winds or hail is not warranted.

### **Snow/Ice on Roofs/Ice Dams**

It is the responsibility of the homeowner to remove excessive snow built up that could create ice damming on your roof. Ice dams caused by improper ventilation or insulation will be corrected by the Builder. However, the Builder is not responsible for any ice dams caused by variations in the directional orientation of roof surfaces, heat from the sun, seasonal and extreme daytime/nighttime temperature swings, freezing rain, backed up gutters, or to any other problems due to the forces of nature beyond the control of the Builder. Sometimes a simple heat tape (by buyer) on a north section of a roof or gutter is needed to keep snow that melts off of a south facing section from refreezing and forming an ice dam on the north side.

Occasionally on certain homes where a higher section of roof facing south sheds melted snow (water) onto a lower section of roof facing north, you will get the potential of ice damming. The sun will melt the snow on the south roof (even though the temperature is below 32<sup>o</sup>). However, when the water hits the north roof surface (which remains below 32<sup>o</sup>) it will re-freeze. These forces of nature are beyond the control of the Builder. Two options exist. First, you may need to keep those specific areas clean of snow build-up to minimize the amount of ice formation. Second, often a simple heat tape will keep an "open channel" so water can get out from behind the "dam". Remember, your roof and siding are designed to shed water; they are not designed to keep out a standing pool of water which can occur with ice dam build-up.

### **Skylights**

Skylights are not good to use in Minnesota, especially on the north side of your home. Severe cold temperatures followed by very mild days will produce condensation and moisture problems. The resulting staining and discoloration of the sheetrock around the skylight may occur and cannot be warranted.

### **Cantilever Areas, Floors in Bay Windows and Porches on Posts**

All cantilevered floor areas will be colder in the winter time. Even though they are insulated, the lack of any warm air under these spaces will make the floor surface cold to the touch.

**Cedar Decks**

Cedar decks require regular maintenance on the wood or it will turn gray. We do not stain cedar decks unless a buyer elects to have us do so at their expense. Some splitting and cracking of the cedar will occur as it dries out. This is normal.

**Glass**

Broken glass after possession, glass scratched during builders or buyers cleaning process, is not warranted. De-silvering of mirrors around whirlpools and tubs is not warranted. The use of ammonia cleaners on mirrors will cause the silver on the back of mirrors to eventually turn color at the edges. This is not covered under any warranty.

Window stress cracks are warranted for 12 months from the date of closing. No further warranty exists on stress cracks in glass, only seal failures.

**Drywall and Paint Touch-up**

Shrinking of the wood framing, settlement cracks in drywall, nail pops or seam “ridges” can appear during the “drying out” process of your home., This is normal and beyond the control of the Builder. After one year of “drying out” the Builder will make a courtesy return to adjust and repair necessary spots in the drywall - as determined by the Builder. Those spots will be touched up with the extra paint from the original painting if possible. However, there may be some slightly noticeable differences in the color after one year due to aging, dirt, dust and possibly smoke accumulation on the walls. Complete rooms will not be repainted because of a few drywall touchups.

Occasionally a ceiling must be repaired during construction or during the warranty period. Entire ceilings are not re-sprayed because of a small repair patch. We will do our best to match up the repair as close as possible to the existing color and texture. Smoking inside your house will rapidly discolor the ceilings and makes it impossible to match.

**Enamel Touch-up**

It is normal for millwork to shrink and the enamel to crack in the joints. Repairs are made by filling the cracks and touching up with a brush or roller or small paint can. It will be left to the Service Manager’s discretion as to which cracks are acceptable and to which ones need repair.

**Wallpaper**

No warranty of any kind is given by the Builder for wallpaper. Repair to wallpaper is NOT included under any warranty repairs. The Builder is not responsible for ceiling or wall corner cracks that develop from sheetrock tape being cut during wallpaper installation. It is recommended that wallpaper not be installed for at least a year, better yet, never. That way if there is any kind of drywall corrections needed, the Builder can make those repairs for you. If wallpaper is applied, it is the homeowners’ responsibility to remove the paper before the Builder repairs the drywall.

**Ceilings**

Painted ceilings will show some drywall imperfections. With the large flat surface reflecting of light, and the effects of shadowing, this cannot be avoided. This is especially noticeable when the lights are mounted directly on the ceiling.

**Millwork**

Wood shrinkage in millwork or cabinets may occur. Woods, cabinets, paneling, doors and wood trim all have variation in wood grain and color. Some lengths of millwork pieces must be spliced. When this happens, you will see color and grain variations. These variations cannot be controlled. (Unfortunately, they are often not even noticeable until after the stain and varnish are applied.) Pieces of millwork are not replaced because of these variations. Scratches and/or dings in wood occasionally occur in the construction of new homes. We use the utmost care to avoid this, but it still may happen. If this occurs, we will fill or repair the damaged area to match as close as possible to the original color. The original piece of millwork is generally not replaced. Knotty Pine, Knotty Alder, and Knotty Cedar paneling are rustic types of wood. They tend to have many more imperfections than clear wood. This is normal for this type of wood.

**Tile**

Hairline cracks in cut or notched ceramic or marble tiles may occur and often cannot be replaced. All cracked in-field tile will be replaced during the first year. We do not recommend ceramic floors in kitchen as they are tiring to stand on for long periods and the large area of a kitchen floor over the top of floor trusses that span a large distance will often result in cracked grout or tile over the years. This can be minimized by adding more trusses and increasing the live load rating of those trusses. This is an additional expense if you choose to upgrade to ceramic in the kitchen. Ceramic floor heights are almost always different than wood or carpet. We will slope the edge of the ceramic or make a transition piece to “ramp” the difference.

**Laminate Countertops**

Stay away from glossy laminate tops – they scratch very easily. Maximum size laminates are 5’x 8’ and 5’ x 12’ (depending on the specific color and brand selection). As a result, there will be seams in tops that are larger than those measurements.

**Appliances**

All appliances are warranted and serviced directly by a Manufacturer’s Factory Technician. We are not authorized to do service work on appliances. See your Owner’s Manual for service phone numbers. Builder does not warranty any appliance.

**Plumbing Faucets**

The aerators on faucets may fill up with particles from the water. They can be occasionally unscrewed and carefully cleaned out. Be careful to install the pieces back together exactly as they were when you opened them up. This is normal maintenance and is not covered under the warranty.

**Vinyl Floors**

Vinyl floors show some imperfections from the plywood underlayment and the floor stone filler putty under the vinyl floor. Small scratches in the surface of vinyl floors caused by sand trapped under shoes and chair legs will happen and cannot be warranted by the Builder. Felt pads or using an area rug under your table will help. Small ridges and small bumps that develop in the vinyl due to slight shifting of the wood underlayment or concrete underneath are unavoidable and is not covered under any warranty. Small dents in vinyl are normal. Defects or damaged areas can often be repaired by cutting in a new piece. It is important for you to save any excess vinyl pieces, if they exist, so we can match the floor with the same run number. Occasionally during construction, a vinyl floor may be cut or damaged. The cuts will be filled and sealed. Any damaged vinyl will be replaced with a new small piece of vinyl and sealed. These are the same types of seams that occur at all the joints involving two or more pieces. The entire vinyl floor is not replaced because of a small damaged area.

**Sport Court Floors**

Note: Large slabs of concrete, like a sports court, will develop some cracks with expansion and contraction of the floor. This may cause the VCT tile to crack as well. This will show in the surface.

**Hardwood Floors**

Wood floors are subject to some movement and shifting. As a result, there may be a limited amount of noise with such floor applications. Wood floors shrink and expand with changing humidity. This is normal and cannot be eliminated. Cracks will appear between the pieces of flooring. This is especially true in the winter during lower humidity. Excessive moisture in front of exterior doors may cause some cupping of the wood planks. This often occurs if the threshold is not properly adjusted (maintenance item). This will mostly flatten out again when the wood dries out. We recommend that all exterior doors off areas with wood floors, not protected by an overhang and not having a 3-point lock, should have a storm door installed.

If you need to pull your refrigerator out from the opening and you have wood flooring in your kitchen, you SHOULD put something hard under the refrigerator wheels to roll it onto (sheet metal, plastic laminate pieces, ¼" plywood). The wheels from the refrigerator will very likely leave marks on the floor (especially on cherry or walnut) these marks are not covered under any warranty.

If there is some type of major flaw in your wood floor, we will touch up that specific area to match as close as possible. (This includes an area that may have been damaged from water intrusion due to some other warranty problem.) The entire floor will not be re-sanded or refinished. Individual boards will not be replaced. Remember, these are floors, not furniture tops. There will be imperfections in the finish (cloudy spots, air bubbles, spots with excessive polyurethane, etc.). If there is any question about the quality or acceptance of your floor, it must be addressed at the Final Orientation/Walk Through with your Builder. No re-work is done on any wood floor unless it is agreed upon and noted on the Customer Walk Through form prior to closing.

### **Color Variations**

Color variations of any selection due to dye lot or run differences cannot be controlled or warranted, (i.e. carpet, stain, color, vinyl, ceramic, plastic laminate, siding, shingles, marble, etc.)

### **House Noise**

Each newly built home may develop noises such as squeaks, ticks, creeks, oil canning or bonking from duct work, hammering from plumbing pipes or faucets and/or other miscellaneous noises. Although, we have made great effort to eliminate or reduce these noises some small noises may still develop. Some of these noises are a result of things like water running in pipes or expansion and contraction from heat or sunlight. These noises are normal and should be expected. If a noise is not something that occurs on a typical home, then at the discretion of the builder, we will attempt to reduce/eliminate this noise as much as possible. There may be instances where the noise is between two finished spaces and there is no practical access. If access needs to be through a drywall spray textured ceiling, the area will be patched and only the patch will be re-sprayed and painted. The entire ceiling or wall is not repainted or retextured. Most patches of this nature are visible and this needs to be considered before any attempt to eliminate some minimum noise annoyance. Our service manager can tell you if an adjustment to any reoccurring noise is practical or not.

### **Extended Warranties**

Extended warranties from the factory are not performed by, or guaranteed by Builder (i.e. Siding, shingles, furnaces, A/C, hot water heaters, appliance etc.). Service on these extended warranties is obtained directly from the factories or manufacturers involved.

See the extended warranty forms given to you at the walk through or closing. Make sure you mail in any warranty registration cards for products installed in your home.

### **Landscape**

There is no warranty on any plants or trees damaged by wildlife or acts of nature (i.e. storms). Trees and shrubs are warranted for one growing season. There is no warranty for any plants from winter kill. All claims of failed plants must be made prior to winter. There is no warranty at all on any flowering plants - annual or perennial.

### **Trees**

There is no liability or warranty given for death or damage to existing mature trees or spaded trees that may or may not be related to the construction of a new home. If the city where the house is being built requires trees of a certain size and/or number to be planted, (whatever the reason) the cost of those trees must be paid for by the home buyer or be part of the landscape contractor allowance.

### **Weeds**

The Builder is not responsible for weed control from an unfinished lot to a finished lot.

Note: All unfinished lots will have “weeds”. These weeds will spread unless proper herbicides are applied.

### **Lot Corners**

The lot corners are staked for the Builder for construction of your home. After occupancy, it is the homeowner’s responsibility to keep track of their location. We strongly recommend that you have a survey company mark your property lines prior to installing a fence or building anything that is permanent. It is cheap insurance and less expensive that moving a fence that is installed in the wrong place.

### **Alterations to Grading**

Your lot has been graded to insure proper drainage away from your home. Should you or a landscaper you hire wish to change the drainage pattern during your landscaping, installation of patio, service walks or other activity, be sure the proper drainage slope is retained. We assume no responsibility for the grading, subsequent flooding or stagnant pool formation if the establish pattern is altered. AFTER FINAL GRADING INSPECTION AND AS-BUILT CERTIFICATION IS SET, MAINTAINING THE SOIL LEVELS AT THE CORRECT FINISH GRADE IS THE RESPONSIBILITY OF THE HOMEOWNER (BUYER).

### **Clay Soils**

There are several inherent problems with clay soils that are not warrantable. An awareness of these problems and possible solutions may help minimize serious problems.

It takes seven years for clay to naturally reach 95% compaction. Consequently, you will find some ongoing settling around the building and in the area where the sewer and water was brought into the house. Several heavy rains are an absolute must prior to any final grading and landscaping. NOTE: After the final grade, it is the responsibility of the homeowner to maintain proper grade.

Keep an eye on your sump basket to verify your sump pump is working properly. If you do not have a sump pump and water appears in the basket, be sure to get one installed. NOTE: According to all city codes, the water must be pumped outside and not into your sewer system. When we install a sump pump, the price only includes pumping the water to the outside of the building. If you wish to have it piped under the sod or someplace specific, (for example to the street or backyard), the cost of that is additional and must be paid for by the homeowner.

Clay soils maintain a very high water content, which in turn creates some special problems in the winter. When the water in the clay freezes it expands, causing whatever is above to lift up and shift. It is not uncommon for concrete sidewalks, concrete driveways and garage slabs over clay soils to rise up significantly (several inches) upon freezing, and then settle down again upon thawing. Cracks may occur, but the structural integrity remains intact. These cracks are not warranted.

Concrete driveways in clay soil receive an enormous amount of movement associated with frost heaving during winter freeze up. This yearly movement may cause some cracking or occur over time. This type of cracking is not warranted.

## Energy Code

Description: The following are some of the specific elements of the current Energy Code.

### **Sealed Envelope**

#### Exterior

- Seal the exterior sheathing against wind intrusion. This includes having all joists solid blocked and foaming all windows and doors.
- Install a water shedding building paper. This helps prevent water intrusion.

#### Interior

- Seal the plastic to the frame or to another piece of plastic.
- Rim joists areas must be totally sealed with Thermax and/or foam.
- Special electrical boxes and ceiling light cans are used to keep a continuous seal in the vapor barrier.

### **Ventilation**

A continuous running bath fan is installed to provide a supply of fresh air into the house.

### **Mechanical Ventilation**

The mechanical ventilation system to be installed in the new home requires periodic inspection and maintenance, Buyer will be provided with the manufacturer's manual for the ventilation system. Buyer acknowledges that, to ensure proper operation of the mechanical ventilation system in the home, Buyer must follow the manufacturer's guidelines for operation and maintenance. It is important to keep the mechanical ventilation system operating properly. Failure to keep the mechanical ventilation system operating properly can lead to inadequate ventilation and a build-up of humidity in the home which can damage the home.

### **Make-up Air**

The current Energy Code allows for a hood vent fan of 300 cfm. The larger exhaust fans (like the 600 cfm units) require an integrated powered make up air system. This can be done but can be very expensive. If at all possible, it is best to keep the hood fan to 300 cfm and supplement the ventilation by running your HRV.

### **New Furnace and Hot Water Requirements**

Builder will use all direct vent sealed combustion high efficient furnaces and either direct vent water heaters or off-peak electric water heaters.

### **Fireplace**

All gas fireplaces are sealed combustion units.

### **Windows**

The windows have an average U value of .37 or less.

### **Special Notes**

The Central Vacuum canister may be required by some cities to be located within the house and not "vented" outside. Theoretically this will keep from affecting the make-up air supply and the interior air pressure.

### **Exterior/Interior Maintenance**

Buyer acknowledges that maintaining the interior of the home is the homeowner's responsibility. To prevent water seepage into the home, it is important that the exterior of the home be maintained. Soil around the home may settle in time. Buyer agrees that the Buyer will keep soil elevations at a level sufficient to allow water to drain away from the home. Buyer agrees to inspect at least annually the interior and exterior surfaces of the home and caulk and maintain



these surfaces to prevent openings which may allow moisture into the walls of the home. Any damage to the interior or exterior surfaces or roof of the home must be promptly repaired to prevent moisture from entering the walls of the home. Moisture can damage sheathing, insulation, windows and framing lumber, and lead to the growth of mold. If something somehow gets wet, be sure it is dried out as soon as possible. Mold needs moisture to grow. If there is no moisture present, mold will not grow.

### **Alterations and Room Additions**

Alterations and additions to your home can affect the performance of the insulation and mechanical ventilation system. Buyer acknowledges that it is the Buyer's responsibility to comply with all applicable codes when making any alterations or additions to the new home.

## **Moisture and Mold**

The Minnesota Legislature has enacted a very stringent Energy Code on single detached and twin homes. This Energy Code is designed to reduce home heating costs and energy consumption. The Energy Code requires home to be well insulated and tightly sealed. This Code also requires these homes to be mechanically ventilated and it imposes restrictions on the types of fuel burning appliances that can be used within the home. Due to these stringent requirements, Buyer needs to be aware of the following issues and how it could affect your house.

### **Moisture and Mold**

Mold is a type of fungus. It occurs naturally in the environment and it is necessary for the natural decomposition of plant and other organic material. It spreads by means of microscopic spores borne on the wind, and is found everywhere life can be supported. Residential home construction is not, and cannot be designed to exclude mold spores. If the growing conditions are right, mold can grow in any home. Most Buyers are familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile.

Moisture in the home can come from many sources; spills, leaks, humidifiers, condensation, and high humidity are common sources of home moisture. Good housekeeping and home maintenance practices are essential in the effort to prevent and minimize mold growth. If constant or reoccurring moisture is present, almost any surface can develop and grow mold rather quickly.

### **Consequences of Mold**

Not all molds are necessarily harmful, but certain strains of mold may have adverse health effects in some susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat and headache. Individuals with suppressed immune systems may risk infections. Some experts contend that mold causes no serious side effects while others maintain that certain forms of mold could be very serious. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold. As of the date of writing the Agreement, The Center of Disease Control has NOT identified a link between the presence of mold and serious health conditions.

### **What the Buyer Can Do**

The Buyer can take positive steps to reduce and minimize the occurrence of mold growth in the home, and thereby minimize any possible adverse effects caused by mold. These steps include the following:

- Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating or preventing mold growth on hard surfaces.

- Keep the humidity in the home LOW. Ventilate kitchens and bathrooms by opening the windows, by using exhaust fans, running your bath fans, or by running the air conditioner in the summer to remove excess moisture in the air, and to facilitate evaporation of any water from wet surfaces inside the home.
- Promptly clean up spills, condensation and other sources of moisture.
- Thoroughly dry any wet surface or material. Do not let water pool or stand in your home. Promptly replace any materials that cannot be thoroughly dried.
- Inspect for leaks on a regular basis, look for discoloration or wet spots. Repair or have leaks repaired as promptly as possible. Take notice of any visible signs of mold or moisture.
- Should mold develop, thoroughly clean the affected area with a mild solution of soap and/or bleach. First, test to see if the affected material or surface is color safe. Porous materials, such as fabric, upholstery or carpet should be discarded if they cannot be completely dried out and cleaned. Should the mold growth be severe, call on the services of a qualified professional cleaner.

**Performance Standards Signature Page**

I (We) have read or will read the Performance Standards section of this manual.

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Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

## Quality Standards Signature Page

### **What are our quality standards?**

This is an important question all buyers need to ask: Who sets the quality standards? The opinions of different individuals will vary greatly. It therefore becomes essential that we all know who makes the final judgment call. Failed or malfunctioning items are easy to identify. The written warranty book addresses those issues and spells out exactly how the Builder is to make adjustments or repairs. Opinions about acceptable quality are more difficult. All subjective “quality” issues **MUST BE ADDRESSED BEFORE MOVE IN AND NOTED ON YOUR WALK-THROUGH FORM.**

Once the home is closed, you have accepted the quality and workmanship, and only failure of components in your home as described in your written warranty are adjusted from that point forward.

So, how do we determine what that quality level is? There clearly is no hard and fast rule. We know that perfection is not attainable, and we do not imply that we can achieve that. Our motto with our employees and trade partners is to “strive for excellence”, but perfection is not the goal.

Many general guidelines on performance of products are found in your General Specifications and particularly in the Performance Standards sections. We ask that you carefully read both sections. Other general guidelines that we will use to determine acceptable quality are:

- Is the potential defect in question clearly visible from a distance of 5-6 feet?
- Is the item in question actually just a naturally occurring element (like those found in wood, stone, granite, etc.)? These are normal.
- All flooring is viewed standing up looking down at direct angles. NO going down on hands and knees, trying to catch a certain angle at a certain time of the day, at certain light levels. The standard for a wood floor finish is different than that of your cabinets for example.
- Will the aesthetic adjustment potential look worse after the adjustment? If so, we will not make the adjustment.
- Flaws exist in drywall. Except for nail pops (where surface is broken) and open cracks, there are no drywall adjustments.
- All quality adjustments will be addressed or made prior to closing.

As Jonathan Homes sets our quality standards, we try hard to please all of our clients. Our team works hard to produce an excellent product. If you look at our models, and talk to our former clients, we think you will agree and be glad that you chose us for your new home.

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Buyer

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Date

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Buyer

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Date

## Building Process Signature Page

Reading and understanding your Specifications book as well as your Proposal and Selections is one of the MOST IMPORTANT things you will do as a Buyer. By signing this page, you are saying you have read the ENTIRE General Specifications & Performance Standards Book and you accept and approve of the specifications and conditions set forth. You also agree that ANY changes from these specifications or conditions shall be made in writing on a Change Order form and be signed by both Builder and Buyers.

Your new home will be built from information recorded on one of the following:

- Final Proposal
- Written and signed Change Orders
- General Specifications Book
- Selections
- Final Plan set (After Final Plan Review changes)

If it is not found on one of the above documents, it will not be in your new home. For your protection and ours, NO VERBAL AGREEMENTS other than those also recorded in writing can be honored.

If you have been told something has been included at “no cost”, it must be documented in writing, or it will NOT be in your new home. For your protection and ours please insist this be done.

If we should accidentally miss one of the options in your proposal, we will do all we can to get it included. Some items (i.e. garage floor drains) cannot be redone if missed. In all such cases, THE MAXIMUM LIABILITY FOR ANY OPTION OR UPGRADE IS A FULL REFUND OF THE COST PAID FOR THE ITEM.

Remember, we cannot literally “talk” about every component or detail in your home, there are far too many. We must trust that you have read every comment and specification in this book. If anything is unclear, please ask, and we will be happy to explain in further detail.

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Buyer

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Date

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Buyer

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Date

## Change Order Policy Signature Page

Between signing your purchase agreement and starting construction, there can be on Change Order with no administrative fee that address plan changes and/or design selections. Change Orders after this will have a \$250 administration fee.

After Final Plan Review, most changes may cost substantially more than the price that was available to us up to the Final Plan Review. Some of the reasons are:

- Changes in Production schedule have a massive ripple effect on many sub-contractors, and hence all jobs in progress.
- Duplicate orders & plans increase the likelihood of costly in-field errors & mistakes
- Many trades-people charge "trip charges" for return visits
- Work must often be completed with an over-time work schedule, resulting in higher labor costs
- Unused materials are often of no return value or have expensive re-stocking fees
- Cancelled contracted labor often has a fee associated with it
- It takes a lot of extra supervision time for these changes

Note: We will do our best to complete all of the changes requested. Occasionally, a change or additional work asked for is missed. Should this happen, we will do our best to correct the situation. But if that is not possible, in all cases **the Liability of the Builder is limited to a full refund of the Change Order cost.**

The \$250 administration fee includes:

- Gathering information on the change or addition
- Pricing the requested work
- Formatting the new information
- Typing the Change Order, faxing, mailing
- Communicating the change to the proper people

All Change Orders are due and payable at the time of authorization. The work cannot be ordered until we have written approval and payment.

Each individual change order is limited to a single topic and is done on a separate form and is subject to a separate administrative fee.

Note: We will accept either a check or cash for payments of changes and upgrades on Change Orders.

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Buyer

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Date

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Buyer

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Date

## Errors, Omissions, Duplications Signature Page

### **Building a Home for You:**

Occasionally, duplications and /or omissions can occur. If an item is in questions, the Pricing Proposal and Change Orders will be consulted first to see if the item in question was paid for in your contract. If it has not been included in the pricing (or in the standards), then it will not be part of your home. As some items are only found in the Specifications book and not in the Pricing Proposal, the General Specifications will be the second place for clarification, followed by the Selections. Your plan may have been drawn using sections from a previous plan or another model home. It could mistakenly include items from those plans that were not paid for on your Pricing Proposal. Because of this, the plan shall be the LAST determining factor when clarification of a discrepancy is needed.

No home we build is ever “exactly” like any specific model it may or may not have been based on. We use a number of different crews on the homes we build. There will always be some small differences. We will build your house to the plans and specifications of this contract, and make it as close as reasonably possible to any model that may be like your new home.

Again, the order of clarification if there is a discrepancy is:

- Final Proposal
- Written & signed Change Orders
- General Specifications Book
- Selections
- Plan

### **Buying a Finished Home:**

When buying a finished home, the actual existing home is the final determinate. If it is not in your house at the time of purchase or is not specifically noted in the Contract or Purchase Agreement, it is not included in your purchase.

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 Buyer

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 Date

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 Buyer

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 Date

**Moisture and Mold Waiver Signature Page**

The Builder shall not be liable for so called “personal injuries” caused by mold. Buyers hereby waive potential personal injury claims caused by mold, specifically including medical injuries, loss of income, emotional distress, death, temporary use of property and adverse health effects caused by mold or fungal growth. Despite the foregoing, Builder shall remain liable for standard construction warranties, including mold remediation, if applicable.

This exclusion in no way alters the clearly defined New Construction Statutory Warranty (327A) as described in this contract.

I understand the obligations I have in maintenance of my home to help reduce the potential for mold and mildew. I also understand the builder is not liable for any “personal injuries” that may or may not be caused by mold.

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Buyer

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Date

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Buyer

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Date



## Concrete Signature Page

Builder uses a premium concrete mix with quality workmanship on all of our concrete work. Some variables may affect the cosmetic performance of the finish such as:

- Soil movement (frost heaving, settling, expansive soils, etc.)
- Weather conditions (wind, humidity, sunshine, varying temperatures, etc.)

Structural integrity of flatwork (because of the premium design mix) will be intact and that long-term performance should not be affected. Cosmetic imperfections such as those listed below are NOT covered under any warranty:

**Cracks:** All concrete (including basement floors, foundations, sidewalks, patios, and driveways) can develop cracks due to characteristics of expanding and contracting of concrete or settling due to the soil on which they are laid. This is normal and does not constitute a failure.

**Color:** Different concrete batches poured at different times with different temperatures will have different colors. Some sections may be darker and some could be lighter. This is the reality of concrete and is out of the control of the builder. No adjustments are made for color variances on any concrete.

**Rock “pops” or mortar flaking:** This is a common occurrence of concrete primarily in climates where freezing and thawing occurs (like Minnesota). It is also more likely to happen with a structurally superior and harder concrete mix like the crushed granite rock (which is what we use in our driveways). These minor defects will most certainly occur, but are not structural failures. The minor imperfections that result are normal for concrete.

**Heaving:** Exterior driveways, patios, sidewalks and other similar-type slabs may rise up as the soil underneath freezes in the winter. The colder the winter, the more extensive the potential for movement in these floating slabs.

**Snow and Ice Left on Driveways:** Allowing ice and snow to build up on your driveway and leaving it there during the winter may cause the surface to peel in the spring. This is a homeowner maintenance responsibility.

**Salt Damage:** It is important to keep driveways and sidewalks free and clear of ice and snow but never use salt, only use sand. By applying salt or allowing salt to sit on the concrete surfaces, you are subjecting your concrete to surface scaling and pitting. This often happens at the entrance of the driveway from city produced road salt. Salt dripping off of vehicles may also cause damage to the surface. The salt will cause the smooth top finish to break up and peel off the surface. The builder is not responsible for any of this kind of damage.

**Maintenance:** You can help protect exterior concrete by sealing it with a penetrating concrete sealer annually. A sealer will help with deterioration, but Minnesota winters can be harsh and there still is no warranty for any exterior flatwork concrete even with sealing. Cracking, rock pops, spalling and mortar flaking should be expected.

Builder will not pour any concrete driveways after October 15th. If your concrete driveway is not installed prior to closing; the permanent concrete driveway will be installed usually by the end of June with a temporary rock driveway provided until that time.

NOTE: Under the 327A State Statutory warranty **there is NO COVERAGE for exterior flatwork concrete.** Any possible adjustments made on exterior concrete are done solely at the discretion of the builder and with the understanding that generally exterior concrete will not be tore out. Concrete will never be adjusted more than one time. Any adjustments made by the Builder will not match in color. This includes patching or re-pouring sections or areas.

I have read and understand/accept that concrete will have cosmetic imperfections that cannot be controlled.

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Buyer

\_\_\_\_\_  
Date

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Buyer

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Date

## Formaldehyde Signature Page

### **Urea Formaldehyde Disclosure of Contractor**

The State of Minnesota has a law requiring a warning to be provided in the sale of buildings or building products containing Urea Formaldehyde. Many products, particularly particle board and plywood use formaldehyde-based glue in their manufacture. Contractors who purchase and use products containing Urea Formaldehyde also have a responsibility to pass this warning on to their customers. The required warning reads as follows:

### **Important Health Notice**

Some of the building materials used in this home emit formaldehyde. Eye, nose and throat irritation, headache, nausea, and a variety of asthma-like symptoms, including shortness of breath have been reported as a result of formaldehyde exposure, elderly persons and young children, as well as anyone with a history of asthma, allergies or lung problems, may be at a greater risk. Research is continuing on the possible long-term effects of exposure to formaldehyde. Reduced ventilation may allow formaldehyde and other contaminants to accumulate in the indoor air. High indoor temperatures and humidity raise formaldehyde levels. When a home is to be located in areas subject to extreme summer temperatures, an air conditioning system can be used to control indoor temperature levels. Other means of controlled mechanical ventilation can be used to reduce levels of formaldehyde and other indoor air contaminants.

If you have any questions regarding the health effects of formaldehyde, consult your doctor or local health department.

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Buyer

\_\_\_\_\_

Date

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Buyer

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Date

## Interior Paint Signature Page

It is important to note that we use flat latex paint on interior walls of our new construction homes. Many homeowners ask if we could change that to eggshell or satin like they used when they re-painted the flat paint in their previous homes. (They point out how they hated the flat paint and loved their new, very washable eggshell.)

Unfortunately, that is not very possible with new construction for the following reasons.

1. For good even coverage that does not “flash” in certain spots, we need to use flat paint over the raw paper and drywall mud of a newly constructed home.
2. On large surfaces the eggshell only looks good when it is painted over a “base” of established paint (like the existing flat paint in your old house).
3. Most importantly, we must use a paint that can be touched up. There are many times in the construction process that drywall must be repaired and patched. Only flat paint is capable of making those touch-ups and blending in with the already painted surface.
4. At the end of the 1st year, we will repair and touch-up any screw pops and drywall cracks. We can only do that with flat paint. Eggshell would require total re-painting of entire areas. That expense is not included in the price of your home.

I have read this and understand that the Builder uses flat paint inside my home.

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Buyer

\_\_\_\_\_

Date

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Buyer

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Date

**Window Cleaning Signature Page**

**Homes in Process or New Build Jobs Only**

Builder will clean entire inside of home. Inside of the windows will be cleaned if desired. We will be as careful as possible when cleaning your glass, however small very fine scratches may occur. Buyer assumes all responsibility for scratched glass on windows and French doors if Buyer elects to have the Builder clean the glass. The outside of windows are cleaned prior to closing regardless of the time of year. You may need to re-clean your exterior glass after you sod, landscape or completion of adjoining lots are finished.

I hereby request the Builder to clean the inside of all my windows and glass French doors, if any. There is to be no charge for cleaning glass, but I understand that the Builder IS NOT liable for any scratches in the glass that occurs during the cleaning process and that I may have to re-clean some of my windows.

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Buyer

\_\_\_\_\_  
Date

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Buyer

\_\_\_\_\_  
Date

## Appliance Warranty Signature Page

Remember all appliances are warranted by the manufacturer, NOT Jonathan Homes. Any problem with appliances or damage on your home from an appliance is between the home owner and the appliance manufacturer.

Procedure for reporting a problem:

Step 1 – Feel free to contact our office and we will assist you however we can to resolve your issue.

Step 2 – If it is within the one-year warranty time frame (one year from date of closing) Contact Jen at MJ's

Contract Appliance: 651-777-8915.

Step 3 – If after the one-year warranty you will need to contact the manufacturer directly

GE Appliance: 1-800-626-2005

Frigidaire: 1-800-374-4432

What if I have water damage from one of my appliances?

- Call JH to make us aware of the situation so we can lend assistance
- Call your insurance company to report the loss and start a claim

NOTE: Water damage from a faulty appliance is not covered under the Builders Home Warranty. This loss is only covered by your insurance company. Often the insurance company may work with the appliance manufacturer to recover damages. Jonathan Homes can give your insurance company quotes on repairs if they would like us to.

I have read and understand the limits of the warranty regarding appliances.

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Buyer

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Date

\_\_\_\_\_

Buyer

\_\_\_\_\_

Date