



**JONATHAN**  
H O M E S

**GENERAL SPECIFICATIONS  
&  
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 and processes we use as standard equipment in each home we build.

Some optional items are described, and if your Pricing Proposal, Change Orders, and 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 the managing partners below.

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The house will be staked on the property and a Building Permit secured by the Builder.

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 dotted line on the Certificate of Survey or the plat plan of the development. All houses will 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.

**Drainage easements may be wet or even hold standing water.** These areas may be “soggy” especially after periods of heavy rain. This is normal. Look at your plot plan to see the location of easements on your property.

## EXCAVATING, GRADING, & LANDSCAPING

### GRADING

The Builder shall 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 a grading as-built. Final grades will be done as soon as weather and schedule allows. Final grade prepares the ground to be ready for landscaping. There will be some small rocks and gravel in the soil of the final grade. This is normal with new construction.

#### **Finish Grade – Preparation for sod:**

Finish grading (final preparation for sod) shall be done by the Buyer or his Landscape contractor. If Builder is doing the landscape work, then we will also do the finish grade. 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.

#### **Silt Fence:**

Silt fences are for “silt” caused by water erosion. They are not designed for weed control. You may keep the fence that may already be there if you like, or if you want us to we will remove it; however, after vegetation is established on both sides of a silt fence we 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 heavy rains and during snow melt. 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). So 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.

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## LANDSCAPING

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We offer a complete package or an allowance. If you chose the complete package, the landscape is installed as per plan with some in-field adjustments made by JH staff as they see necessary. There are NO ADJUSTMENTS or changes to the fixed included plan. If you wish to make any adjustments, then you will need to take the allowance and hire your own landscaper. We will try to have the landscape complete prior to the house closing when time of the year and weather allows. Homes built during the winter will be landscaped the following summer (weather permitting). With clay soil, landscaping could occur as late as sometime in June or July. (Spaded trees if any have no warranty and are treated as existing trees. These will not be replaced)

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 will vary on lots and neighborhoods. There is a one growing season warranty on all trees and shrubs. Damage from animals or neglect voids warranty. There is no warranty for sod.

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## RECOMMENDED MAINTENANCE FOR TREES & SHRUBS

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### **Supplementary Watering**

In addition to normal lawn irrigation, it is very helpful with new trees and shrubs to do additional watering in dry weather (especially in sandy soil). It 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. 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 job later on.

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## TREE REMOVAL

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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.



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## **RETAINING BOULDERS/RETAINING BLOCK WALLS**

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All retaining walls necessary for proper drainage around the house are done by the Builder and priced out on your Proposal. Generally, the walls are done with boulders. Boulders are various sizes and shapes. When retaining blocks are needed, as determined by the Builder, we will use the Diamond Block brand (tan). Additional gutters may be suggested to control “washing” of soil through retaining walls. See builder for pricing.

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## **WINDOW WELLS**

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Deep window wells such as those necessary on full basement “patio” lots, 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 home design.

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## **GUARD RAILS**

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

## BRICK & MASONRY

### BRICK/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 brick stone veneer on the home, usually the garage.

### CAP STONES & CAP LEDGES

The brick layer will select the cap that matches the brick or stone the best.

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

## FOUNDATION & CONCRETE

### FOOTINGS

Concrete as per plan

### BASEMENT FLOOR

3 ½" Poured Concrete over 6 mil poly

### EXTERIOR CONCRETE

Sidewalk - Size: 3' to 42" Size & shape vary depending on design of the home and is determined by builder.

Concrete Patio slab: Concrete – see proposal/plan

Concrete Driveway: Standard

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 these imperfections, 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.

## 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 a few days during that first 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

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## FRONT STOOP/PORCH

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Standard is concrete

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## BASEMENT WALLS

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Material: Poured concrete walls with reinforced steel.

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## WATERPROOFING

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Sand & Clay Lots: 15 year transferable warranty polymer coating and 1" drainage board installed below grade.

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. Life Max Homes or any plumbing company can give you a price on installing a sump pump in your existing basket.

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## FOUNDATION INSULATION

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Foundation insulation is Tremco 1<sup>3/16"</sup> 5.0 R-Value insulation/drainage board installed on the exterior below grade. A foam product with wood strips built in is installed above grade. A vinyl covering is installed over drainage board above grade up to siding locations.

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## DRIVEWAY

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MATERIAL: Concrete is STANDARD.

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## DRIVEWAY SIZE:

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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 16' at the street. This does vary and is at the discretion of the builder.

## ZERO CLEARANCE FIREPLACE

### STANDARD GAS BURNING FIREPLACE IS MAJESTIC OR COMPARABLE

- Ceramic OR stainless burners
- Ceramic log
- High efficiency

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 – SEE PLAN

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.

### TRIM COLOR

Black

## INSULATION

### WALLS

Total value is approximately R23 for the wall system. Fiberglass bat is R-19 Sealed envelope, sealed and taped poly inside, foam around windows

### BASEMENT WALLS

R-5 -Minimum when applied to the exterior of the foundation.

### CEILINGS

R 44 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

None

### ROOF & SOFFIT LOUVERS

Roof louvers & continuous aluminum soffit vents.

## EXTERIOR

### MAIN EXTERIOR WALL SIDING SURFACE

Standard: Cement board siding on front and vinyl siding on 3 sides.

Optional: Cement board siding on 4 sides

Vinyl Siding is a 0.42 inch material. Siding meets ASTM D-3679 requirements.

Cement siding and trim boards are painted products and require 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"). However, the siding will hold moisture out because of a self-sealing adhesive membrane or flashing behind each butt joint and/or the housing wrap. Large smooth face surfaces on the elevation will have splices in them. This is normal.

### SHAKES (IF ON PLAN)

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

### OUTSIDE TRIM BOARDS ON FRONT:

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

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 & FACIA

Aluminum

### SHUTTERS

Pre-Colored or painted Vinyl - See plan if any



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**GUTTERS:**

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Standard: No Gutters.

Optional: Gutter and downspout locations are determined by the builder. The builder carefully chooses gutter locations for the primary purpose of keeping your home dry. Only locations deemed necessary by the builder are included in the price of the home. Any additional gutters added at the specific request or convenience of the buyer 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.

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**EXTERIOR PILLARS – SEE PLAN**

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## **GARAGE DOORS**

### **OVERHEAD GARAGE DOOR TYPE**

Standard: Steel Panel Non Insulated

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.

### **LOCKING MECHANISM**

Inside locking mechanism or opener, one opener is included as standard.

### **OVER HEAD GARAGE DOOR SIZE**

Standard sizes are 16'x 8' and 9'x 8'

### **GARAGE DOOR OPENER**

One opener installed on Main Double door unless otherwise noted.

### **EXTERNAL KEY PAD**

One included

### **DOOR STOP**

Wood or vinyl stop weather stripping

### **SIZE OF GARAGE**

Our standard 3-car garage size is 30' to 32' wide at the widest point and 24' deep, at the deepest part of the garage. Some plan designs have a variance from this due to design specifics. See plan for the exact dimensions.

## FRAMING

### SUB-FLOORING - 3/4" X 4'X 8' T&G SHEATHING

### UNDERLAYMENT - 1/4" USED UNDER VINYL AREAS

### WALL SHEATHING - 7/16" OXBOARD

### ROOF SHEATHING - 1/2" OXBOARD

### HOUSE WRAP

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

### JOISTS - FLOOR TRUSSES OR LPI'S AS SPECIFIED ON PLAN

### STUDS

2 x 6 outside house walls, 2 x 4 inside walls Garage walls are 2 x 4 or 2 x 6 depending on the total height of the garage wall. See plan for specifics.

### 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.

### PLATE HEIGHT OF MAIN FLOOR

WALLS Standard: Full 9' walls

### PLATE HEIGHT OF BASEMENT LEVEL

Standard – Full 8' +/- height with truss floor system. Some homes may be upgraded to 9' poured walls yielding 8' 8" in the finish. Some areas in basement mechanical area may be lower in the areas of duct work.

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**SHINGLES**

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X-30 Built-Up (30 YEARS)

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**SQUARE FOOTAGE**

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

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## DECK / SCREEN PORCH

### DECK – SEE PROPOSAL

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Standard: No deck

Options:

Cedar deck with cedar railing and aluminum baluster or Trex decking with aluminum railing and baluster. See builder for pricing.

## DRYWALL

### CEILING FINISH WHOLE HOUSE

Knock down splatter & Painted

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 & paint difference on repairs or patches.

### INSIDE GARAGE FINISH

Drywall (unfinished) entire inside of garage

### DRYWALL ARCHES

See plan for location if any

## EXTERIOR DOORS

### FRONT DOOR

Fiberglass front door is standard.

### SIDELIGHTS

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

### FIRE DOOR

Six Panel Steel - This is the door between the garage & the house

### SINGLE FULL VIEW DOORS

Steel door with deadbolt

### SLIDING PATIO DOOR

Vinyl

### DEAD-BOLT LOCK ON DOORS

Front Entry, any Full View Swinging Door(s).

## WINDOWS

### HOUSE WINDOWS

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

No screens on windows in unfinished areas or garages, these would be ordered at the time of finish

### COLOR OF EXTERIOR

White

### WINDOW GRIDS

As per plan-usually just on forward facing windows. Grids are inside of window panes, for ease of cleaning and durability they are not removable.

### 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 feels necessary and will be at the expense of the builder.

### WINDOW EXTENSION JAMBS

Wood – Pine or pre-painted material

### SCREEN/HARDWARE COLOR

Screens and hardware typically match window cladding.

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



## CABINETS & FIREPLACE SURROUNDS

There may be some specific minor adjustments on the cabinet layouts that may differ from the proposal or plan drawings, or there may be some slight variation from a model if you are re-building a model. Each home is individually site measured and custom built. No house will be exactly the same.

### SOFFITS – SEE PLAN DETAIL

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 DETAIL

### HEIGHT OF WALL CABINETS – SEE PLAN DETAIL

### WOOD TYPE OF CABINETS

Knotty Alder, Enamel or Stained Poplar – Prices vary, see proposal.

### CABINET DOOR STYLE

Square flat panel Standard

### ACCESS FOR WHIRLPOOL TUBS

Removable panel(s)

### OTHER CABINET WORK - SEE PLAN

Cabinetry will be built as drawn on plan elevations. 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.

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**VANITY HEIGHTS**

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Approximately 34"-37" - measurement to top of counter.

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**TYPE OF HINGE – HIDDEN HINGE (DULL CHROME FINISH)**

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**CABINET KNOBS/HANDLES – SEE COLOR BOOK**

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**RECYCLE BINS – STANDARD AS ALLOWED BY PLAN**

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## INTERIOR MILLWORK

### WOODWORK FINISH

Cabinets, fireplace mantel are knotty alder stained

Doors, jams, casing, base are enameled

### BALUSTERS

Standard – Metal balusters.

### NEWEL POST

Standard – 3 ½" Square

### STAIR TREADS

Full carpet

### SKIRTBOARDS

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

### BASEMENT STAIRWAY

Standard – No Finish

Optional – Finished with a finished basement option

## HARDWARE

### FRONT DOOR HANDLE SET

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

### INTERIOR DOOR HANDLES

See Color Book for style and finish

## PLUMBING

### WATER PIPING

Copper and AQUA-PEX poly pipe or similar – Registered Trademark of WIRSBO water piping.

### 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 with selection of one of our appliance packages

### WATER HEATER

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

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

### LAUNDRY TUB – FIBERGLASS – SEE PLAN FOR SIZE

### LAWN FAUCETS - TWO

The front hydrant is typically 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. Not included if buyer does their own landscaping. Backflow valves are not included if JH does not do landscaping. This would be provided by your sprinkler contractors.

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**LAWN SPRINKLER SYSTEM:**

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Included as part of the builder installed landscape package. Not included if the homeowner does their own landscaping. Backflow valves are not included if JH does not do landscaping. This would be provided by your sprinkler contractors.

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**FLOOR DRAIN IN BASEMENT**

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One is included

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**SUMP PUMP FOR DRAIN TILE**

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Standard: Drain tile and sump basket.

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.)

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**PASSIVE OR ROUGH-IN FOR ACTIVE RADON REDUCTION SYSTEM:**

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Standard: A passive radon reduction system is installed on all homes. This passive system becomes the rough-in for an active system should it be necessary. This set-up includes a vented 4" pipe through the attic and out the roof. In the attic is a 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. Installation of the fan is not included and in all cases known to us is totally unnecessary.

If your basement should ever test positive for radon, at a very reasonable cost to you we can add a booster fan to reduce any radon gas that might be present.

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**WATER LINE TO REFRIGERATOR – INCLUDED**

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**KITCHEN SINK - DOUBLE BOWL STAINLESS STEEL**

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**FAUCETS - SEE COLOR BOOK FOR SELECTIONS**

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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 will be in the upgraded finish selected.

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**TOILETS – COLOR IS WHITE**

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**½ BATH LAV - FURNITURE VANITY – SEE COLOR BOOK FOR SELECTION**

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**SHOWERS**

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

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**BEDROOM MAIN BATH TUB BAYS**

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Fiberglass tub & walls.

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**SOAKER TUBS – FIBERGLASS NON-JETTED TUB**

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**WATER SOFTENER - NONE**

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**BASEMENT WET BAR -**

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Optional- check with builder on pricing.

## ELECTRICAL

### SERVICE SIZE - 200 AMP

### 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  
Electric Dryer – See Specs

Gas line for the range and wiring 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 change order.

### LIGHTING

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

### RECESSED LIGHTS - INCLUDED AS PER PLAN

### TAMPER RESISTANT OUTLETS

In the interest of your safety, our government has felt it necessary to mandate “tamper resistant” outlets. You need to be warned that they 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. As a builder there is nothing we can do about it.



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## CEILING FANS

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One in the owner's bedroom may be 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 figured. Wiring and installation provision for each fan is an upgrade and must be priced out in your proposal or on a change order. The fan should be selected to coordinate with the lighting package you select.

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## SMOKE DETECTORS/CARBON MONOXIDE DETECTORS

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All homes will have Smoke Detectors and Carbon Monoxide Detectors.

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. (Just burn some toast and you can test your smoke detectors, however, no such test exists for carbon monoxide detectors.)

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 & switches must be marked on the electrical plan or they will not be included in your home.

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**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.

AFCIs 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 AFCIs 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 AFCIs cause “unwanted tripping” (The builders’ electrician has tried 3 different brands of AFCIs to help alleviate this problem and the result is unchanged).

## PHONE, CABLE, STEREO, SECURITY

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### TELEPHONE WIRING - CATEGORY 5E (ENHANCED VERSION OF DATA LINE)

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See plan for locations.

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### TV WIRING - RG 6 QUAD SHIELD (4 LAYERS OF SHIELDING) COAX CABLE

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See plan for locations.

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### STEREO WIRING - NONE

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Option: Complete System (check with builder for pricing)

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### SECURITY SYSTEMS- NONE

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Option: Complete System (check with builder for pricing)

## FORCED AIR HEATING & AIR CONDITIONING

### FORCED AIR SYSTEM

Standard: 92+% Efficient Direct-vent

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 set back thermostat.

### ZONED HEATING & COOLING

Standard- manual dampers

### HUMIDIFIER - OPTIONAL

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 - HIGH EFFICIENCY OF 13 SEER

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 & YOUR HOME

### Background:

- The optimal human comfort level is 30 – 50% relative humidity.
- Optimal house (building structure) humidity is as low as necessary so NO condensation occurs on the windows. (This may be as low as 10 to 15% relative humidity with extremely cold outside temperatures.)
- Millwork and wood floors will shrink and dry out under 30% humidity.
- Exterior walls and window jambs may be damaged at higher levels of humidity (30-40%) in December, January, and February in Minnesota.
- You have to choose a balance between a “comfortably humid” home, and keeping your home from too much moisture causing damage.
- It may be better to error on too dry of a home and put up with dry air than to error on too humid of a house and cause structural damage to your home.
- Outside air in the winter contains virtually almost NO water vapor. So when outside air comes into your house, it will in effect, dry out the inside your home (i.e. reduce the humidity).

### How much Humidity should I have?

You want as much humidity as the house can take, but too much can be damaging. Simply put, to keep your house healthy, the humidity must be kept low enough so that little to no water vapor condenses on your windows. That’s the bottom line!!

### How Do I Control the Humidity in winter?

Run your exhaust fans when you:

- Shower/bathe
- Cook
- Do laundry

**Humidifier:** If you have added a humidifier, run it only to the extent that very little or NO condensation forms on the windows. It may seem that when you need a humidifier most (i.e.: dry house and very cold outside) you cannot get the full use of it. That observation is probably right.

**Dehumidifier:** You may want to use a dehumidifier during the summer in the basement if needed. You may even need to operate it year round depending on how much humidity is present in your home. (You can put the dehumidifier in the mechanical room and run the water discharge directly into the floor drain.

### Conclusion:

Excessive humidity must be controlled. Your windows are the best indicator whether or not the relative humidity is too high. If you have condensation on the windows, you **MUST** take steps to reduce the relative humidity. You may keep the humidity as close to 35% for as long as possible, however, as soon as the condensation starts to appear on the windows, (which will happen when it gets cold) the humidity level must be reduced.

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## BASEMENT FORCED AIR HEAT

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Overhead heat vents are included only with optional basement finish. All dampers are manual (see proposal for optional electronic dampers).

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.

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## COLOR OF FLOOR REGISTERS

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Will be a brown/tan color

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## TYPE OF GAS - NATURAL

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**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.

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## FURNACE FLUE

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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 cause is not covered under any warranty.

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## TRUNK LINES - GALVANIZED STEEL

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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.

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## CONDENSATION CAN “LEAK”

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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<sup>0</sup> or so). This is a phenomenon that cannot be totally eliminated.

## CERAMIC TILE & VINYL

### VINYL FLOOR LOCATIONS

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

### CERAMIC FLOOR LOCATIONS

Owners 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.

### FIREPLACE FACE COVERING

Standard: Ceramic  
Tile Option: Slate, Granite, Cultured Stone

### CERAMIC SHOWERS

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

### KITCHEN BACKSPLASH

Standard: Ceramic, see Color Book.



## WOOD FLOOR

### WOOD FLOORS SELECTED

Standard: Walnut, Maple, Red Oak

### WOOD FLOOR FINISH

Oil base Urethane – 3 coat finish (Only the oak floors are stained, all other floors have a clear finish.)

### ROOMS TYPICALLY STANDARD WITH WOOD FLOOR-ENTRY, KITCHEN, DINETTE

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 show cracks in the winter. This cannot be avoided with any wood floor. Seasonal shrinkage (cracks between floor boards) is not warranted in anyway. 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 you 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

## 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 Color & Style Book.

### INTERIOR STAINED WOODWORK FINISH

Architectural penetrating stain, sealer, sand and varnish.

Different pieces of wood and different wood types will take stain differently. Colors of samples also change with time. Cherry especially darkens very noticeably over time. The final result of any stain selection may not be exactly like any specific sample.

### ENAMELED WOODWORK

See Color book 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 necessary on all freshly taped, sheet rocked 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. (Truth is we never recommend it because of the issue in trying to make any repairs or adjustments to the drywall.)

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

## VINYL & CARPET

### CARPET

All carpet is selected from our standard carpet selection.

### DEFINITION OF CARPET INSTALLATION ON STEPS

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

## COUNTERTOPS & VANITY TOPS

### KITCHEN COUNTER TOPS - GRANITE IS STANDARD

Natural Granite comes in various lengths. Any counter longer than the available slab length and any counter with an angle 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.

Backsplashes in the kitchen are 4" tall and made of matching material to the above selection except if a ceramic backsplash is chosen.

### LAUNDRY COUNTERTOPS-LAMINATE IS STANDARD

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

### OWNERS VANITY TOP

Standard-Cultured marble  $\frac{3}{4}$ " edge.

Option-Two tone cultured marble (sink and top are different colors)

-Granite with under mount porcelain lavs

### HALF BATH VANITY

Standard Furniture Style

### OTHER VANITY TOPS

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

## GLASS PRODUCTS

### MIRRORS

Pencil-edge glass with chrome clips over vanities.

(See Plan)

### SHOWER DOORS

Standard: Owners bath with chrome frame and clear glass.  
Exceptions for “walk-in” showers there are no doors with these.

Other showers – Optional sliding shower door semi frameless with clear glass and chrome tracks on other showers.

Tub Surround – Shower door is not included. A curtain pole is standard

### 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

### APPLIANCES-KITCHEN

Standard package is included in price of home. See Color Book for specs.

Packages cannot be changed once framing has begun.

Refrigerator-Your refrigerator will not necessarily be flush with the cabinets. Standard cabinet base units are 24" deep and many refrigerators are 28" – 30 + plus" deep.

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.

### APPLIANCES LAUNDRY

Standard package is included in the price of the home. See Color Book 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 will be deeper than the cabinet.

## MISC OPTIONS

### CLOSET SHELVING

White Wire

### MAILBOXES

Installed by Builder/Developer

## QUALITY STANDARDS & SIGNATURE PAGE

### WHAT ARE THEY?

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 is to “strive for excellence”, but perfection is clearly not the goal.

Many general guidelines on performance of products are found in your General Specification book and particularly in the Performance Standards section. We ask that you carefully read both documents. 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.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date



# 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 check with the builder. It is important to note that the quality standards are set by the builder. We cannot and will not say the homes we build are perfect, but we know that our team strives for excellence in every home we build.

**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.

**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 third time.**

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**CONCRETE FRONT STOOP/PORCH**

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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.

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**GARAGE FLOOR**

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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.

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**CONCRETE DRIVEWAYS**

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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 you 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.

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**ASPHALT DRIVEWAYS**

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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.

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**BRICK & STONE**

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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.

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## UNIFORMITY

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

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## CRACKS IN THE BRICK & STONE

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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.

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## SIDING

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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.

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## GUTTERS

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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.

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## **GARAGE DOORS**

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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, water may pool up the water that drips off your cars in the winter time.

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## **ASPHALT SHINGLE ROOFS**

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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.

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## **ROOF DAMAGE**

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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.

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**SNOW/ICE ON ROOFS/ICE DAMS**

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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.

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**SKYLIGHTS**

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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.

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**CANTILEVER AREAS, FLOORS IN BAY WINDOW AND PORCHES ON POSTS**

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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.

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**CEDAR DECKS**

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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.

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**GLASS**

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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.

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**DRYWALL & PAINT TOUCH-UP**

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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. In many cases we gratuitously tape the stairway to the unfinished basement if applicable. However, unless this is a finished space, (i.e.: with carpet and millwork) we do not repair nail pops and cracks in this area. (Also see wallpaper note).

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.

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**ENAMEL TOUCH-UP**

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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.

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**WALLPAPER**

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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.

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**CEILINGS**

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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.

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**MILLWORK**

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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.

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**TILE**

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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.



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**COUNTERTOPS (PLASTIC LAMINATE)**

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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.

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**APPLIANCES**

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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.**

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**PLUMBING FAUCETS**

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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.

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**VINYL FLOORS**

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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 cause 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.

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**EPOXY SPORTS COURT FLOORS**

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

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## HARDWOOD FLOORS

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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.

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## COLOR VARIATION

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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.)

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**HOUSE NOISE**

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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.

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**EXTENDED WARRANTIES**

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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.

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**LANDSCAPE**

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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.

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## TREES

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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.

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## WEEDS

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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.)

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## LOT CORNERS

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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 than moving a fence that is installed in the wrong place.

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## ALTERATIONS TO GRADING

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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 established pattern is altered. AFTER FINAL GRADING INSPECTION AND 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. Small 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.

Performance Standards

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

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date



\_\_\_\_\_  
Builder

\_\_\_\_\_  
Date

## MOISTURE & 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. Vent clothes dryers to the outdoors. 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.



## MOISTURE & 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 is 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.**

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
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.)

It is important to understand the structural integrity (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.

**Maintenance:** You can help to protect your exterior concrete by sealing it with a penetrating concrete sealer yearly. It is important to understand that a sealer will help with deterioration, but that Minnesota winters can be harsh and that there is No warranty for Any exterior concrete. Cracking, rock pops, spalling and mortar flaking should be expected.

Jonathan Homes will not pour any concrete driveways after October 15<sup>th</sup>. If your concrete driveway is not installed prior to closing; the permanent concrete driveway will be installed usually by the second week in June.

**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 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. The salt will cause the smooth top finish to break up and peel off the surface. We recommend an annual sealer to help preserve your concrete. The builder is not responsible for any of this kind of damage.

NOTE: It is important to note that under the 327A State Statutory warranty there is NO COVERAGE for exterior flat 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.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

## 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.

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**NEW FURNACE AND HOT WATER REQUIREMENTS**

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We will use all Direct Vent Sealed Combustion high efficient furnaces and either Direct Vent water heaters or off peak electric water heaters.

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**FIREPLACE**

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All gas fireplaces are sealed combustion units.

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**WINDOWS**

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

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**SPECIAL NOTES**

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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.

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## **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.

## 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 (OR THESE BUILDING MATERIALS) 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.”

\_\_\_\_\_  
**Buyer**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Buyer**

\_\_\_\_\_  
**Date**

## INTERIOR PAINT & SIGNATURE PAGE

### INTERIOR PAINT FOR YOUR NEW HOME

It is important to note that we use **flat** latex paint on interior walls of our new construction homes. Many people 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 feasible with new construction.

- 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 1<sup>st</sup> 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 house.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
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 not cleaned. Most times you may need to clean your exterior glass after your sod, landscape or completions of adjoining lots are done.

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.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

## CHANGE ORDER POLICY & SIGNATURE PAGE

### HOMES IN PROCESS OR NEW BUILD JOBS ONLY

Between signing your purchase agreement and survey/permit there will be 2-4 contract amendments (with no admin fee) that address design selections, tiles, technology additions, etc.

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 \$150 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.**

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

## BUILDING PROCESS & SIGNATURE PAGE

### APPROVAL GENERAL SPECIFICATIONS BOOK & ACCEPTANCE OF BUILDING PROCESS

#### HOMES IN PROCESS OR NEW BUILD JOBS ONLY

You want a great house – and we want to build you that house. That is why reading and understanding your Specifications book as well as your Proposal and Color Book is one of the MOST IMPORTANT things you will do to make this happen. By signing this page, you are saying you have read the ENTIRE General Specifications 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
- Color & Style Selections Book
- Final Master 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.

Buyer

Date

Buyer

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 Color 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
- Color & Style Selections Book
- 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.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date



\_\_\_\_\_  
Jonathan Homes of MN LLC Representative

\_\_\_\_\_  
Date

## What if I have Appliance Trouble?

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 Andrea 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.

\_\_\_\_\_  
Homeowner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Homeowner

\_\_\_\_\_  
Date