

STAFF REPORT 4-14-2021 REGULAR MEETING

PREPARED BY: A. PHILLIPS

APPLICATION NUMBERS: 21-7169

ADDRESSES: 4003 BUENA VISTA STREET

HISTORIC DISTRICT: RUSSELL WOODS – SULLIVAN

APPLICANT: MARK SCHLUETER

PROPERTY OWNER: MARK SCHLUETER

DATE OF PROVISIONALLY COMPLETE APPLICATION: 3-18-2021

DATE OF STAFF SITE VISIT: 3-30-2021

SCOPE: REPLACE EXISTING WOOD AND VINYL WINDOWS WITH NEW VINYL WINDOWS

EXISTING CONDITIONS

The building located at 4003 Buena Vista Street is a 2-story two-family residence constructed ca. 1937. The building is clad in variegated red brick and features stone, painted wood, and metal details. The asymmetrical front (north) façade includes detailed stone cladding surrounding the uncovered main entrance to the building which is located on the right (west) side of the elevation. A front porch spans the majority of the width of the front façade and is accessed via three concrete steps located directly in front of the entry door. The multi-gabled roof is covered in dark brown/gray asphalt shingles and includes two brick chimneys. The building retains the majority of its historic wood divided-light double-hung and casement windows, however, some vinyl replacement windows are extant. The property is situated at the southwest corner of the intersection of Buena Vista Street and Holmur Street. A detached red brick garage is located at the far southeast corner of the property and is accessed via a driveway off Holmur Street.



*4003 Buena Vista.
View from Buena Vista Street looking southeast.
Photo taken by HDC staff, March 30, 2021*



*4003 Buena Vista
View from intersection of Holmur Street and Buena Vista Street looking southwest.
Photo taken by HDC staff, March 30, 2021*

PROPOSAL

With the current proposal, the applicant is seeking the Commission’s approval **to replace 28 existing windows (26 historic divided light double-hung and casement windows and 2 existing replacement vinyl slider windows with new vinyl windows per the attached drawings and application.** Included in the proposal are the following scope items:

- Remove twenty-six (26) historic divided light wood double-hung and casement windows and associated metal storm windows in their entirety at the locations proposed and replace with new 1/1 double-hung, fixed, and slider vinyl windows.
- Remove existing mullions from openings in three locations to create new, larger openings where 2-3 historic windows currently exist. The proposed areas for mullion removal are as follows (see highlighted areas in diagram below):
 - **Location A:** Front (north) elevation, first floor bay (Window #2 in application package)
 - **Existing:** Mullied opening contains three (3) historic 4/6 wood double-hung windows
 - **Proposed:** Remove mullions to enlarge opening and install a single (1) fixed 75” W x 65” H white

vinyl window

- **Location B:** Front (north) elevation, second floor above first-floor bay (Window #23 in application package)
 - **Existing:** Mullioned opening contains three (3) historic 6/9 wood double-hung windows
 - **Proposed:** Remove mullions to enlarge opening and install a single (1) fixed 87” W x 58” H white vinyl window
- **Location C:** Side (east) elevation, second floor, rear-most (southernmost) opening (Window #22 in application package)
 - **Existing:** Mullioned opening contains two (2) historic 6/6 wood double-hung windows
 - **Proposed:** Remove mullions to enlarge opening and install a double slider 58” W x 54” H white vinyl window



- Remove two (2) existing vinyl slider replacement windows (Windows #11 and #13 in application package) in their entirety and replace with new double slider white vinyl windows.

STAFF OBSERVATIONS & RESEARCH

- Russell Woods – Sullivan Historic District was designated in 1999.
- The application states that there are 23 windows proposed for replacement. This is not entirely accurate. There are 23 replacement windows proposed to replace 28 existing windows (26 historic wood divided light double hung and casement) in 28 existing openings. Three (3) of those existing openings are proposed to go from containing 2-3 historic double-hung wood windows, to containing one (1) replacement window. To be clear: the applicant is proposing to remove 8 historic windows and associated mullions to replace with 3 new vinyl windows in enlarged openings – a difference of 5 total windows (23 vs. 28).

ISSUES

- The existing historic wood divided light double-hung and casement windows are distinctive and important character-defining features of the property.
- It is staff’s opinion that the application does not sufficiently demonstrate that the severity of deterioration of the twenty-six (26) existing historic divided light double-hung and casement wood windows is beyond repair and requires replacement. Even if so, it is staff’s opinion that the existing historic wood windows should be repaired rather than replaced.
- The two (2) existing replacement vinyl slider windows are not character-defining features of the property nor is the vinyl material of the existing slider windows appropriate or compatible with respect to the historic character of this property and its environment. According to National Park Service guidance, “replacing existing incompatible non-historic windows with similarly incompatible new windows does not meet the Standards.” In this case, the applicant is proposing to do just that – replace two (2) existing incompatible non-historic vinyl windows with similarly incompatible new vinyl windows. This proposal does not meet the Standards.

RECOMMENDATION

Section 21-2-78, Certificate of Appropriateness (Replacement of 26 historic wood windows)

It is staff's opinion that the proposal to replace twenty-six (26) existing historic wood divided light double-hung and casement windows (Windows #1-10, 12, 14-23 in application), is inappropriate with respect to the historic character of this property and its environment. Staff therefore recommends that the Commission issue a Denial for the proposed work because it does not meet the Secretary of the Interior's Standards for Rehabilitation, especially Standards:

(2) The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize the property shall be avoided.

(5) Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

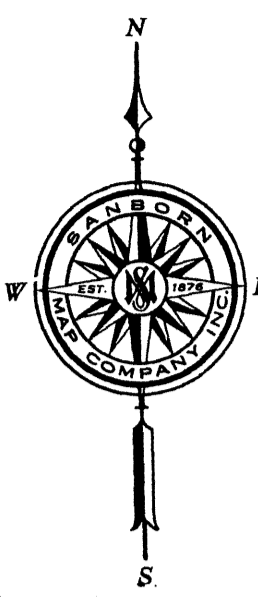
(6) Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

(9) New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

Section 21-2-78, Certificate of Appropriateness (Replacement of 2 non-historic windows)

It is staff's opinion that the proposal to replace two (2) non-historic windows (Windows #11 and #13 in the application) should qualify for a Certificate of Appropriateness. Staff recommends that the Commission approve a COA for the proposed application, as it meets the Secretary of the Interior's Standards and the Russell Woods – Sullivan Historic District's Elements of Design, with the conditions that:

- The windows are to be a material other than vinyl or fibrex.
- Applicant to submit revised cut sheets for proposed replacement windows (for 2 non-historic windows only) to HDC staff for review and approval prior to pulling the permit.



65

W. DAVISON AV.

WAVERLY AV.

TYLER AV.

W. BUENA VISTA AV.

GLENDALE 78 AV.

HOLMUR AV.

4003 BUENA VISTA

6' W.P.E.

4225

4224

4223

4222

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60'

SCALE OF FEET
1" = 50'
COPYRIGHT SANBORN MAP COMPANY, INC.



STAFF SITE VISIT 3/30/2021



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THIS IS A 3-PAGE FORM - ALL INFORMATION IS REQUIRED FOR PROJECT REVIEW

HISTORIC DISTRICT COMMISSION PROJECT REVIEW REQUEST

City of Detroit - Planning & Development Department
2 Woodward Avenue, Suite 808
Detroit, Michigan 48226

Date: 02-16-2021

PROPERTY INFORMATION

ADDRESS: 4003 West Buena Vista AKA: _____

HISTORIC DISTRICT: Russell Woods Sullivan

SCOPE OF WORK: (Check ALL that apply)
 Windows/Doors Roof/Gutters/Chimney Porch/Deck Landscape/Fence/Tree/Park General Rehab
 New Construction Demolition Addition Other: _____

APPLICANT IDENTIFICATION

Property Owner/Homeowner Contractor Tenant or Business Occupant Architect/Engineer/Consultant

NAME: Mark Schlueter COMPANY NAME: _____

ADDRESS: 4003 West Buena Vista CITY: Detroit STATE: MI ZIP: 48238

PHONE: 313-475-8977 MOBILE: _____ EMAIL: marksch23@gmail.com

PROJECT REVIEW REQUEST CHECKLIST

Please attach the following documentation to your request:

PLEASE KEEP FILE SIZE OF ENTIRE SUBMISSION UNDER 30MB

- Completed Building Permit Application (highlighted portions only)
- ePLANS Permit Number (only applicable if you've already applied for permits through ePLANS)
- Photographs of ALL sides of existing building or site
- Detailed photographs of location of proposed work (photographs to show existing condition(s), design, color, & material)
- Description of existing conditions (including materials and design)
- Description of project (if replacing any existing material(s), include an explanation as to why replacement--rather than repair--of existing and/or construction of new is required)
- Detailed scope of work (formatted as bulleted list)
- Brochure/cut sheets for proposed replacement material(s) and/or product(s), as applicable

NOTE:
Based on the scope of work, additional documentation may be required.
See www.detroitmi.gov/hdc for scope-specific requirements.

Upon receipt of this documentation, staff will review and inform you of the next steps toward obtaining your building permit from the Buildings, Safety Engineering and Environmental Department (BSEED) to perform the work.

SUBMIT COMPLETED REQUESTS TO HDC@DETROITMI.GOV

P2 - BUILDING PERMIT APPLICATION

Date: 02/16/21

PROPERTY INFORMATION

Address: 4063 West Buena Vista Floor: Suite#: Stories:
AKA: Lot(s): Subdivision:
Parcel ID#(s): 14005132 Total Acres: Lot Width: Lot Depth:
Current Legal Use of Property: Home Proposed Use: Home
Are there any existing buildings or structures on this parcel? Yes No

PROJECT INFORMATION

Permit Type: New Alteration Addition Demolition Correct Violations
Foundation Only Change of Use Temporary Use Other: window replacement
Revision to Original Permit #: (Original permit has been issued and is active)

Description of Work (Describe in detail proposed work and use of property, attach work list)

Replacing windows

MBC use change No MBC use change

Included Improvements (Check all applicable; these trade areas require separate permit applications)

HVAC/Mechanical Electrical Plumbing Fire Sprinkler System Fire Alarm

Structure Type

New Building Existing Structure Tenant Space Garage/Accessory Building
Other: Size of Structure to be Demolished (LxWxH) cubic ft.

Construction involves changes to the floor plan? Yes No

(e.g. interior demolition or construction to new walls)

Use Group: Type of Construction (per current MI Bldg Code Table 601)

Estimated Cost of Construction \$ By Contractor \$ By Department

Structure Use

Residential-Number of Units: Office-Gross Floor Area Industrial-Gross Floor Area
Commercial-Gross Floor Area: Institutional-Gross Floor Area Other-Gross Floor Area

Proposed No. of Employees: List materials to be stored in the building:

PLOT PLAN SHALL BE submitted on separate sheets and shall show all easements and measurements (must be correct and in detail). SHOW ALL streets abutting lot, indicate front of lot, show all buildings, existing and proposed distances to lot lines. (Building Permit Application Continues on Next Page)

For Building Department Use Only

Intake By: Date: Fees Due: DngBld? No

Permit Description:

Permit #: Current Legal Land Use: Proposed Use:

Permit#: Date Permit Issued: Permit Cost: \$

Zoning District: Zoning Grant(s):

Lots Combined? Yes No (attach zoning clearance)

Revised Cost (revised permit applications only) Old \$ New \$

Structural: Date: Notes:

Zoning: Date: Notes:

Other: Date: Notes:







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Request for window replacement (4003 West Buena Vista, Detroit MI 48238)

We're requesting for all windows 1-23 to be replaced with vinyl windows, majority of our windows are missing storms as well as panels, 2 windows out of 23 windows have been installed improperly with vinyl windows already out of the other 21 windows. Repairing the windows with wooden windows to keep its original look we have come to find are costly and not within our budget unless the commission board have grants for us to apply for we simply don't have the funds. We do have children in and out of the home from ages 1- 10 years of age, we've been asking for permit to request to have windows replaced to ensure safety of the children and also cut down on high cost utilities such as AC/Heat. Window 18, is missing a panel as well as storm window which brings in 100% outside air although plastic and blue tape has been placed there it unsafe and still pushes through cold weather & so forth so many of our windows are in desperate need of replacement, as a home owner I am simply trying to fix up my home, for these homes to be historical in this neighborhood you would think it would be acceptable to understand what we're trying to do here and grant the permission for work to be done as our home from outside looks unpleasing to the eye with how many storms or windows are in bad shape. The estimate provided to us will soon expire, In 2015, we were quoted \$36,000 for replacement of windows (wood) that amount was something we simply could not afford then & cannot afford it now so we held off several years until we began having major issues with the windows and requested Hanson to come out and take a look- Hanson provided us a decent price to replace the windows (Vinyl) ; we were recently informed that soon our agreement for the price on the windows will be canceled soon and new pricing will increase as the offer is not a lifetime deal, we cannot afford to lose the deal we have now.

Mark Schlueter (313) 475-8977.

Mark Schlueter (313-475-8977)

4003 West Buena Vista, Detroit MI 48238

What we're expecting for Hanson to do.

Currently before replacement (23 windows Total)

2 Windows Vinyl (Improperly installed) 21 Windows Wooden

- Outside exterior: White
- Window Interior: White
- Trim Color: Glacier White

Plan to replace windows with all vinyl. (23 windows Total)

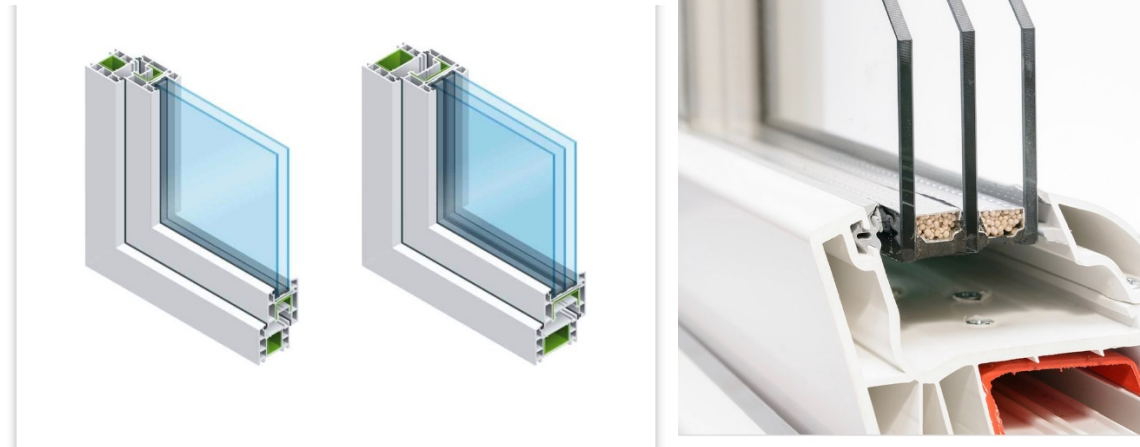
- Outside exterior: White
- Window Interior: White
- Trim Color: Glacier White

Example of a Hanson home changed from wooden windows and replaced with Vinyl windows.



Our home (4003 West Buena Vista, Detroit MI 48238) Front/side view.





What Hanson is attempting to do: These are Hybrid 0.23 Triple Low E Argon Glass, Welded Corners, Dual Operable, Foam enhanced frame, Fiberglass Reinforced vinyl frame and sash (on most styles), Free Glass Breakage and screen repair.

Why would we prefer these over wooden windows?

One reason is because we simply again cannot afford the wooden replacement or repair cost/ this is a more suitable and cost sufficient route we're asking for these particular windows are due to the great option ; they provide a high return on investment. Triple pane windows are perfect for those living in a harsh, cold climate and will provide a level of sound insulation. You can expect increased home comfort and consistent savings on utilities ahead. Also increased safety. It is much harder to break through three panes of glass, triple pane windows are much stronger in case of an attempted break-in- also highly energy-efficient, meaning that they keep the heat out during hot summer days and keep the heat in during the winter, These windows are naturally more soundproof, thanks to the extra pane of glass. Also, the use of Insulating Glass Unit (or IG Unit) between glazing's is another factor that contributes to reduced sound transmission. Triple pane windows stand a better chance at reducing condensation. Condensation will occur when the surface temperature of the interior glass pane is below the dew point.

Mark Schlueter (313)475-8977

4003 West Buena Vista, Detroit MI 48238 (**FLOOR ONE & FLOOR TWO**) Upper & Lower Area

Numbers 1-23.

Exterior

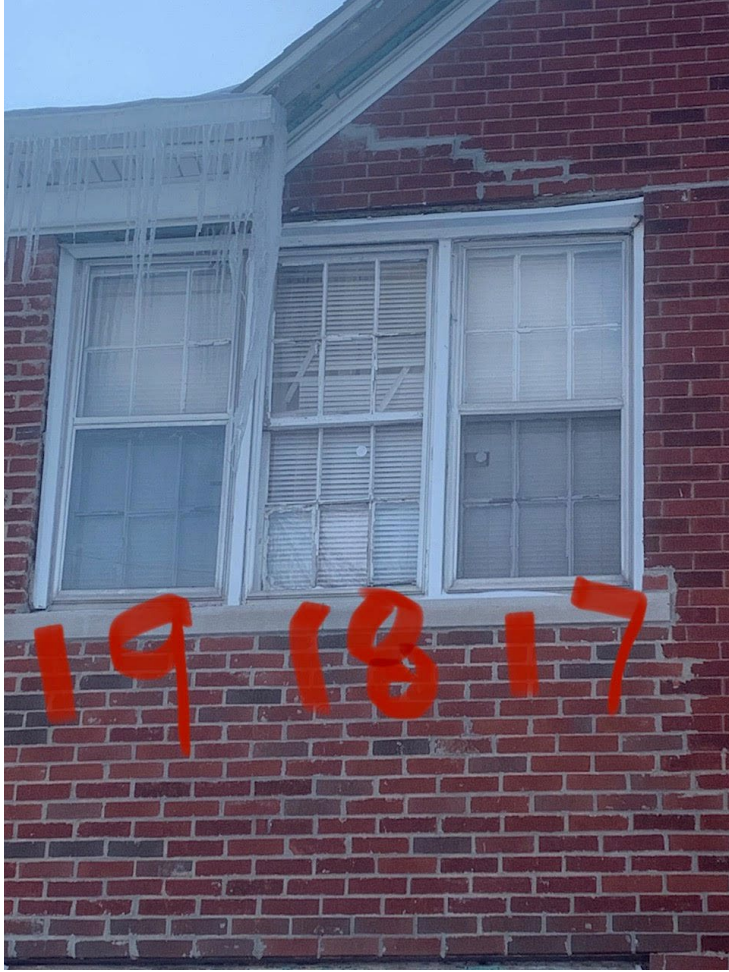


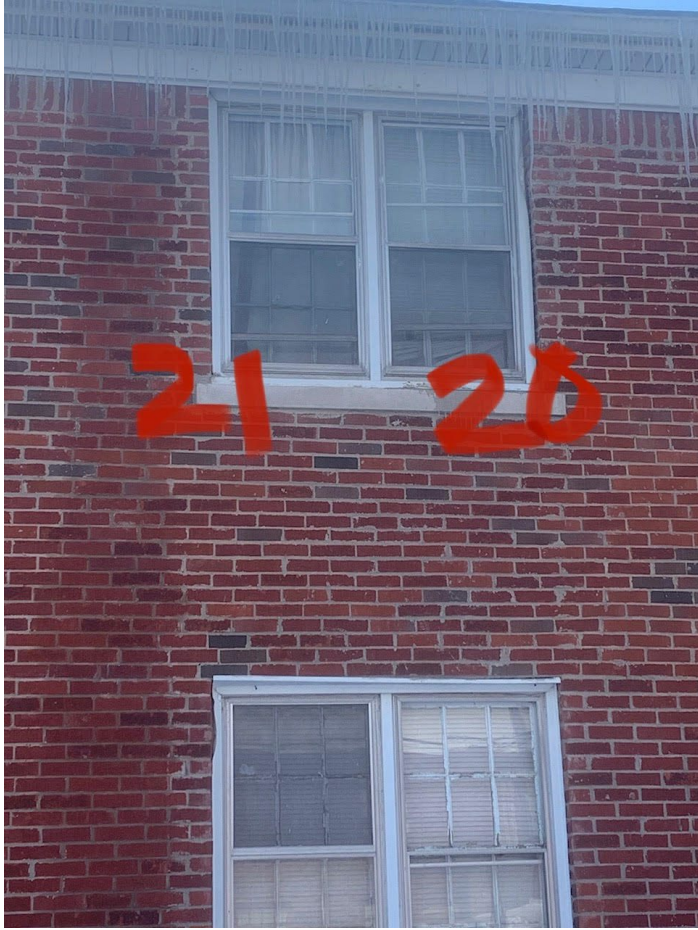


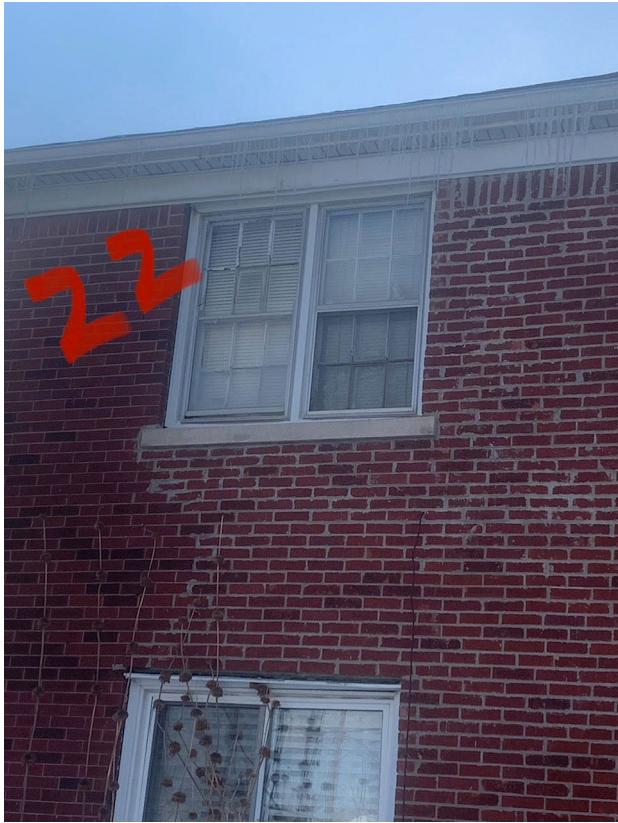












Mark Schlueter (313)475-8977

(4003 west Buena Vista, Detroit MI 48238)

Request for replacing windows from wood- Vinyl) I've enclosed 1-23 explaining why windows need to be replaced in (**black lettering**) each picture is numbered 1-23, **Red** lettering is Hansons work order breakdown for each window with detailed scope of the project Hanson is looking to fulfill order for replacement for 23 windows with color & dimensions: I have also enclosed the original work order on a separate email with Hanson for breakdown.

-----Interior 1-23



*Reason for REPLACEMENT Window #1: Does not open, Storm does not operate. Crack & Gaps

Detailed window replacement for Hanson: #1 Living Room, Standard, Double Hung, 24"W x 65"H,
Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No,



Reason for REPLACEMENT: Window # 2: Does not open, Storm does not operate. Crack & Gaps, Draft from outside come through even when closed (3 pictures of window #2 enclosed)

*Detailed window replacement for Hanson (also refer to Hanson work order enclosed): #2 Living Room, Standard, Fixed, 75"W x 65"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No, Mulling: Remove Existing Mulls (Quantity:1 , Mull Inches:6)



Reason for REPLACEMENT Window #3: Does not open, Storm does not operate. Crack & Gaps

*Detailed window replacement for Hanson (also refer to Hanson work order enclosed): #3 Living Room, Standard, Double Hung, 24"W x 65"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No,



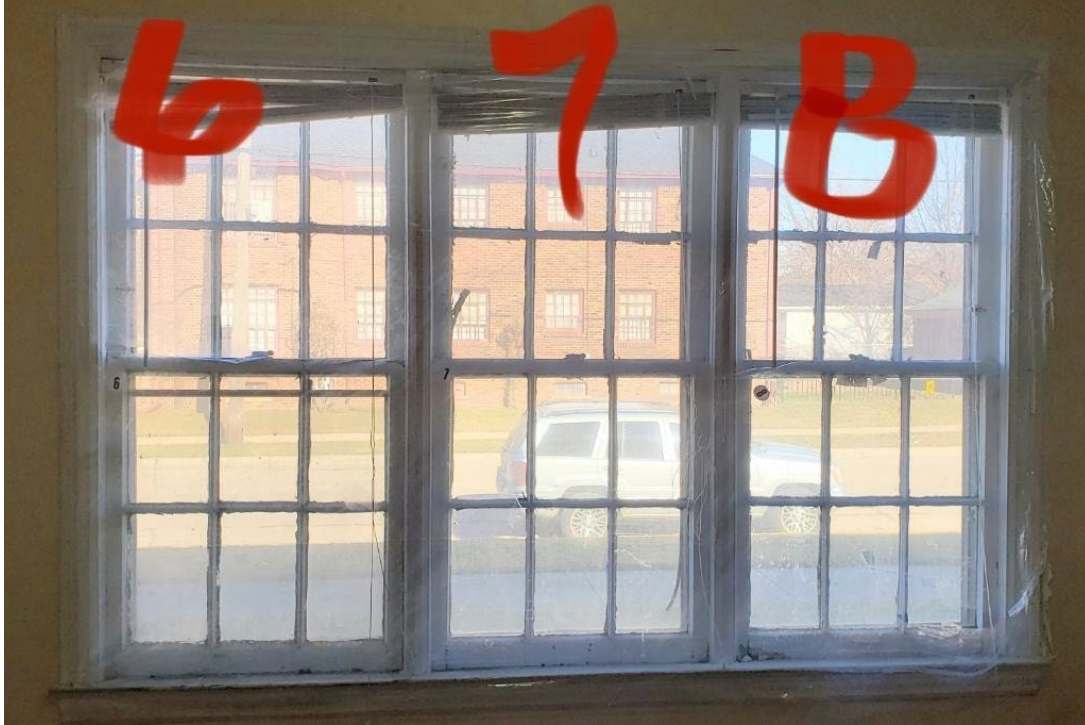
Reason for REPLACEMENT Window #4: Does not open, Storm does not operate. Crack & Gaps, Feel Draft from outside even when windows are closed/ plastic is placed to prevent cold air.

*Detailed window replacement for Hanson (also refer to Hanson work order enclosed): #4 Bedroom, Standard, Double Hung, 28"W x 58"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No.



Reason for REPLACEMENT Window #5: Does not open, Storm does not operate. Crack & Gaps, Feel Draft from outside even when windows are closed/ plastic is placed to prevent cold air.

*Detailed window replacement for Hanson (also refer to Hanson work order enclosed) #5 Living Room, Standard, Double Hung, 28"W x 58"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No



Reason for REPLACEMENT Window #6: Partially opens, Crack & Gaps, Feel Draft from outside even when windows are closed/ plastic is placed to prevent cold air.

Reason for REPLACEMENT Window #7: Does not open, Storm does not operate. Crack & Gaps, Feel Draft from outside even when windows are closed/ plastic is placed to prevent cold air. Hear Noise from outside. Not energy efficient. Broken Glass.

Reason for REPLACEMENT Window #8: Does not open, Storm does not operate. Crack & Gaps, Feel Draft from outside even when windows are closed/ plastic is placed to prevent cold air. Hear Noise from outside. Not energy efficient.

*Detailed window replacement for Hanson (also refer to Hanson work order enclosed) #6 Dining Room, Standard, Double Hung, 28"W x 58"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No,

*Detailed window replacement for Hanson (also refer to Hanson work order enclosed) #7 Dining Room, Standard, Double Hung, 28"W x 58"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No,

*Detailed window replacement for Hanson (also refer to Hanson work order enclosed) #8 Dining Room, Standard, Double Hung, 28"W x 58"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No,



Reason for REPLACEMENT Window #9 & 10: Does not open, Storm does not operate. Crack & Gaps, Feel Draft from outside even when windows are closed. Hear Noise from outside. Not energy efficient. Broken Glass.

*Detailed window replacement for Hanson (also refer to Hanson work order enclosed) #9 Bedroom, Standard, Double Hung, 28"W x 58"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No,

*Detailed window replacement for Hanson (also refer to Hanson work order enclosed) #10 Bedroom, Standard, Double Hung, 28"W x 58"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No,



Reason for REPLACEMENT Window #11: **Vinyl Window** (Not installed properly by previous owners) does not open properly or close all the way/does not lock. Hear Noise from outside.

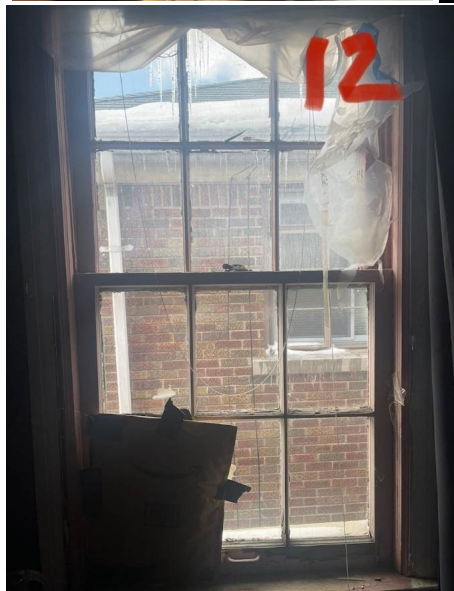
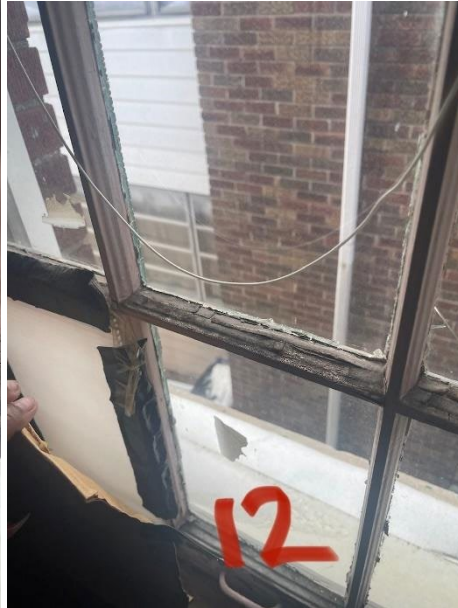
*Detailed window replacement for Hanson (also refer to Hanson work order enclosed) #11

Bedroom, Standard, Double Slider, 58"W x 54"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No,



Reason for REPLACEMENT Window #13: Vinyl Window; (Not installed Properly due to previous owners)
Feel outside drafts, Hear lots of noise through Windows (Plastic is placed to avoid some of outside draft)

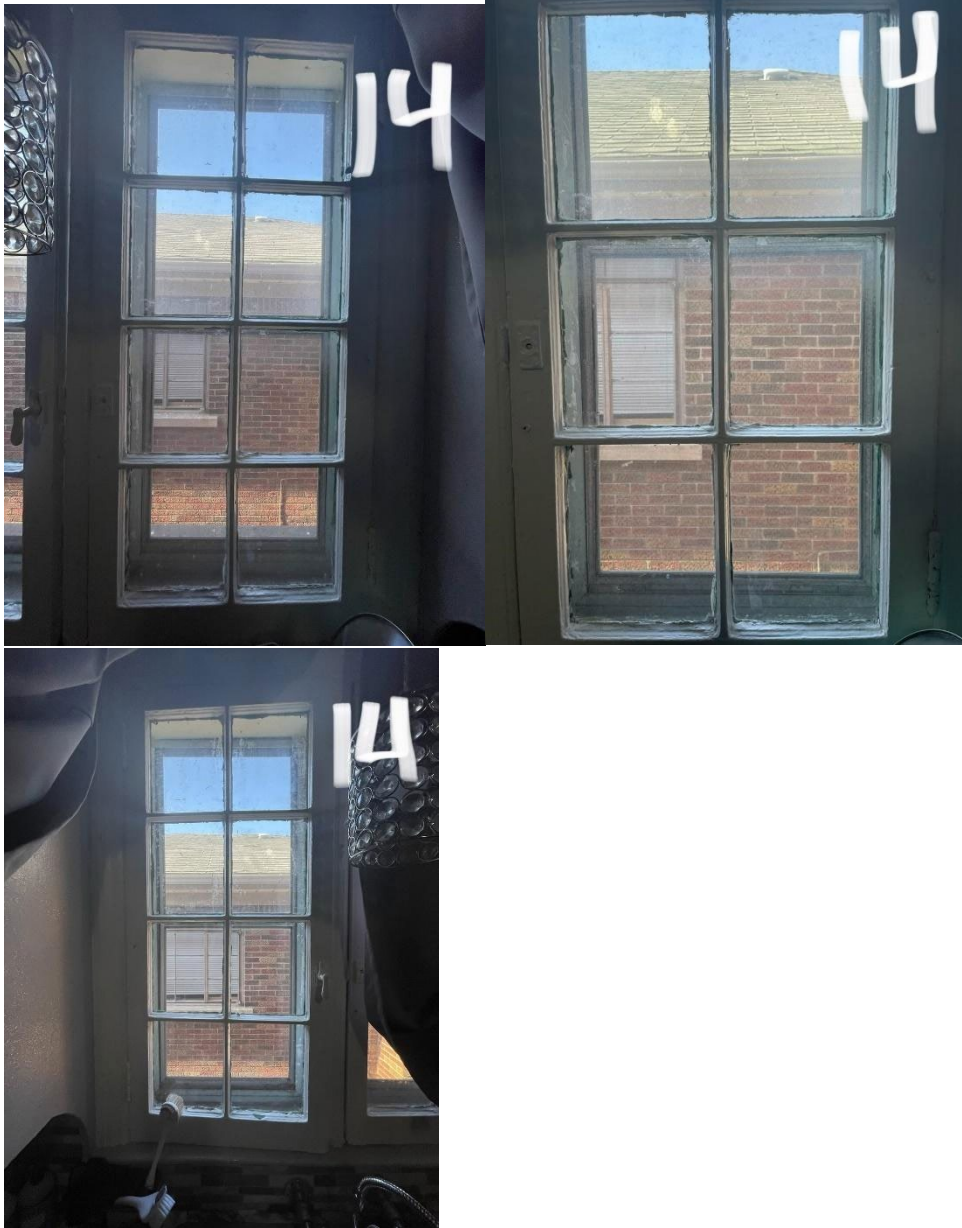
*Detailed window replacement for Hanson (also refer to Hanson work order enclosed) #13 Kitchen,
Standard, Double Slider, 42"W x 44"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier
White, Oriel Style:No,



Reason for REPLACEMENT Window #12: Does not open, Storm does not operate. Crack & Gaps, Feel Draft from outside even when windows are closed/ plastic is placed to prevent cold air, as well as stuffing to stop some draft. Hear Noise from outside. Not energy efficient. Water damage, Broken Glass. Missing Panel. Very bad shaped window.

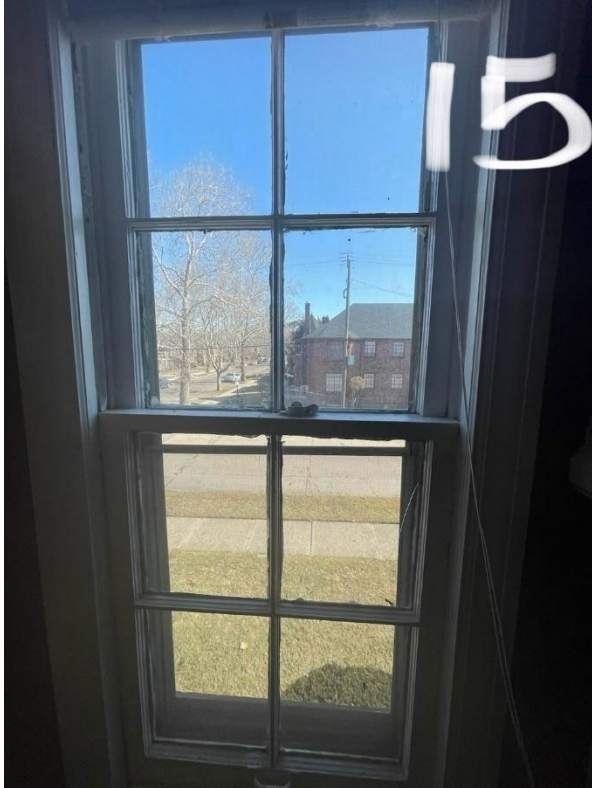
*Detailed window replacement for Hanson (also refer to Hanson work order enclosed) #12 Bedroom, Standard, Double Hung, 28"W x 58"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No,

(PICTURE)



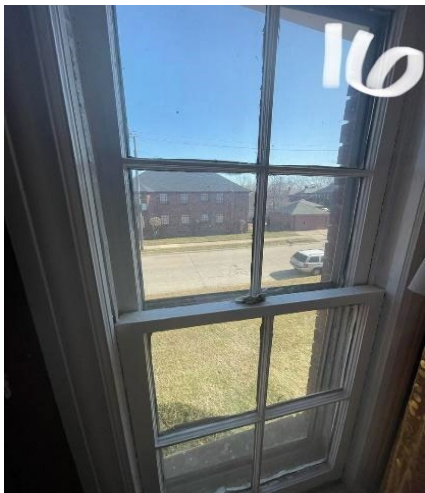
Reason for REPLACEMENT Window #14: Does not open or close properly. Crack & Gaps, Feel Draft from outside even when windows are closed. Hear Noise from outside. Not energy efficient.

*Detailed window replacement for Hanson (also refer to Hanson work order enclosed) #14 Kitchen, Standard, Double Slider, 42"W x 44"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No,



Reason for REPLACEMENT Window #15: Does not open, Storm does not operate. Crack & Gaps, Feel Draft from outside even when windows are closed/ plastic is placed to prevent cold air.

*Detailed window replacement for Hanson (also refer to Hanson work order enclosed) #15 Living Room, Standard, Double Hung, 28"W x 58"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No,



Reason for REPLACEMENT Window #16: Does not open, Storm does not operate. Crack & Gaps, Feel Draft from outside even when windows are closed/ plastic is placed to prevent cold air.

*Detailed window replacement for Hanson (also refer to Hanson work order enclosed) #16 Living Room, Standard, Double Hung, 28"W x 58"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No,



Reason for REPLACEMENT Window #17,18,19: Does not open, severe water damage, Glass is missing from 17-19, Storm are missing. Crack & Gaps, Feel Draft from outside even when windows are closed/ plastic is placed to prevent cold air. Not energy efficient, Panels missing (Plastic and blue tape used to cover up missing panels)

*Detailed window replacement for Hanson (also refer to Hanson work order enclosed) #17 Dining Room, Standard, Double Hung, 28"W x 58"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No,

*Detailed window replacement for Hanson (also refer to Hanson work order enclosed) #18 Dining Room, Standard, Double Hung, 28"W x 58"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No,

*Detailed window replacement for Hanson (also refer to Hanson work order enclosed) #19 Dining Room, Standard, Double Hung, 28"W x 58"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No,



Reason for REPLACEMENT Window #20/21: Does not open, Storm do not operate, Crack & Gaps, Feel Draft from outside even when windows are closed/ plastic is placed to prevent cold air. Not energy efficient.

*Detailed window replacement for Hanson (also refer to Hanson work order enclosed) #20 Bedroom, Standard, Double Hung, 28"W x 58"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No,

*Detailed window replacement for Hanson (also refer to Hanson work order enclosed) #21 Bedroom, Standard, Double Hung, 28"W x 58"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No,



Reason for REPLACEMENT Window #22: partially open, window is rotting, Glass is missing, and Storm do not operate. Crack & Gaps, Feel Draft from outside even when windows are closed/ plastic is placed to prevent cold air. Not energy efficient, Panels missing (Plastic and black tape used to cover up missing panels)

*Detailed window replacement for Hanson (also refer to Hanson work order enclosed) #22 Bedroom, Standard, Double Slider, 58"W x 54"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No, Mulling: Remove Existing Mulls (Quantity:1 , Mull Inches:3)



Reason for REPLACEMENT Window #23: does not open, Storm do not operate & missing. Crack & Gaps, Feel Draft from outside even when windows are closed/ plastic is placed to prevent cold air. Water damaged not energy efficient.

*Detailed window replacement for Hanson (also refer to Hanson work order enclosed) #23 Living Room, Standard, Fixed, 87"W x 58"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No,Mulling: Remove Existing Mulls (Quantity:1 , Mull Inches:6)

13





Master Work Order

Flexible installation date

Customer: 2011680

Install to be started in approximately 6 to 12 weeks after approval

Customer 1: Mark Schlueter
Email: Marksch23@gmail.com

Primary Phone: (313) 475-8977 Text OK
Second Phone: (313) 475-8977

Customer 2:
Email:

Primary Phone:
Second Phone:

Work to be done at:

Street #: 4003
Street Name: W Buena Vista
City / State: Detroit MI
Zip Code: 48238

Billing Address:

Street #: 4003
Street Name: W Buena Vista
City / State: Detroit MI
Zip Code: 48238

About Home:

To whom do you pay your property taxes: Detroit
Home Type: Residential
Year Built: 1937

Historic District: no
Condo Complex:
Condo Ph#:

Customer Agreed to the Terms of Payment as Follows:

Final Price	\$16,980
Amount of unidentified wood prepaid	\$0
Administration Fee	\$0 (Waived)
Final Total	\$16,980
Deposit	\$0
Balance to be paid upon substantial completion (cash or by secondary lender)	\$0
Amount to be Financed	\$16,980

Deposit / Final Payment in the Form of:

* **Payment Type** Financed

Windows Specification	SmartChoice Package	Number of Windows: 23
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Lifetime Guarantee, Hybrid 0.23 Triple Low E Argon Glass, Welded Corners, Dual Operable, Foam enhanced frame, Fiberglass Reinforced vinyl frame and sash (on most styles), Free Glass Breakage and screen repair, Worry-Free Money Back Guarantee. Multiple colors available. U-Value listed is for non-tempered glass

* Full Job Partial Job

Building: Home

Type of House:Brick, Current Window Ext Color:White, Current Window Int Color:White, Current Window Trim Color:Glacier White, New Window Ext Color:White, New Window Int Color:White, New Window Trim Color:Glacier White

#1 Living Room, Standard, Double Hung, 24"W x 65"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No,

#2 Living Room, Standard, Fixed, 75"W x 65"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No,
Mulling: Remove Existing Mulls (Quantity:1 , Mull Inches:6)

#3 Living Room, Standard, Double Hung, 24"W x 65"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No,

#4 Bedroom, Standard, Double Hung, 28"W x 58"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No,

#5 Living Room, Standard, Double Hung, 28"W x 58"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No,

#6 Dining Room, Standard, Double Hung, 28"W x 58"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No,

- #7 Dining Room, Standard, Double Hung, 28"W x 58"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No,

- #8 Dining Room, Standard, Double Hung, 28"W x 58"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No,

- #9 Bedroom, Standard, Double Hung, 28"W x 58"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No,

- #10 Bedroom, Standard, Double Hung, 28"W x 58"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No,

- #11 Bedroom, Standard, Double Slider, 58"W x 54"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No,

- #12 Bedroom, Standard, Double Hung, 28"W x 58"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No,

- #13 Kitchen, Standard, Double Slider, 42"W x 44"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No,

- #14 Kitchen, Standard, Double Slider, 42"W x 44"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No,

- #15 Living Room, Standard, Double Hung, 28"W x 58"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No,

- #16 Living Room, Standard, Double Hung, 28"W x 58"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No,

- #17 Dining Room, Standard, Double Hung, 28"W x 58"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No,

- #18 Dining Room, Standard, Double Hung, 28"W x 58"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No,

- #19 Dining Room, Standard, Double Hung, 28"W x 58"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No,

- #20 Bedroom, Standard, Double Hung, 28"W x 58"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No,

- #21 Bedroom, Standard, Double Hung, 28"W x 58"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No,

- #22 Bedroom, Standard, Double Slider, 58"W x 54"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No,
Mulling: Remove Existing Mulls (Quantity:1 , Mull Inches:3)

- #23 Living Room, Standard, Fixed, 87"W x 58"H, Exterior Color:White, Interior Color:White, Ext Trim Color:Glacier White, Oriel Style:No,
Mulling: Remove Existing Mulls (Quantity:1 , Mull Inches:6)

NOTES:

HOME IMPROVEMENT INSTALLMENT CONTRACT AND AGREEMENT

The customer(s) ("Owner(s)") listed herein jointly and severally agree to purchase the goods and/or services listed herein, in accordance with the prices and terms described herein (the "Agreement") and Owner(s) has requested that such goods and/or services be installed or provided at Owner's address listed herein. 1-800-Hansons, LLC ("Contractor") hereby agrees to install or cause to be installed, the products or services listed in this Agreement.

Owner(s) agrees to sign a completion certificate upon substantial completion of the installation of the goods, with substantial completion being defined as the stage or part of a construction project completed sufficiently to allow the owner to occupy or use the structure/building. This Agreement represents a cash sale of goods and/or services. Owner(s) agrees to pay in cash the cost of the goods and/or services purchased as described below, with full payment due upon substantial completion of the job regardless of timing or approval of any financing Owner(s) may seek for the purchase.

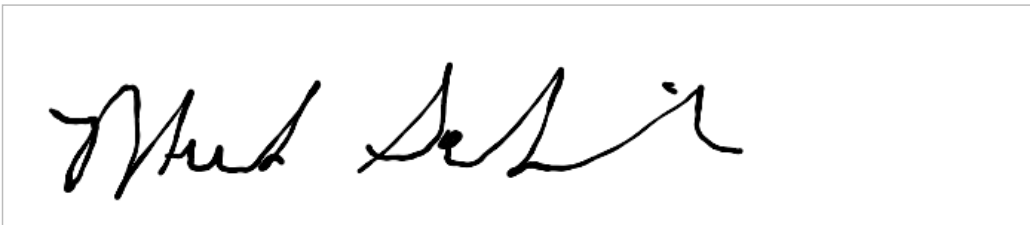
Owner(s) agrees that this Agreement constitutes the entire understanding between the parties, and there are no verbal understandings changing or modifying any of the terms of this Agreement. This Agreement may not be changed or its terms modified or varied in any way unless such changes are in writing and signed by both Owner(s) and Contractor. Owner(s) hereby acknowledge that Owner(s) has read this Agreement and has received a completed, signed, and dated copy of this Agreement, including the two accompanying Notice of Cancellation forms, on the date first written above. Owner(s) also acknowledges that he or she was orally informed of his or her right to cancel this transaction.

Signatures: (Please sign with finger)

By signing, customer acknowledges that they have read and agree to the terms and conditions of this work order.

Terms and Conditions

Customer must review and agree to terms and conditions



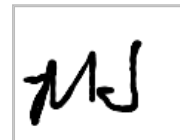
Customer 2:

Signed on Date:



LEAD SAFE PAINT PRACTICES

LEAD SAFE PAINT PRACTICES - I(we) hereby acknowledge receipt of a copy of the pamphlet, 'Renovate Right: Important Lead Hazard Information for families, child care providers and schools, informing me(us) of the potential risk of lead hazard exposure from renovation activity to be performed in my(our) home. I(we) received this pamphlet before the work began.



*Sales Representative Signature



Hansons Salesperson
Philip Thacker
(248) 581-3030 Ext 7126
pthacker@hansons.com

TERMS AND CONDITIONS

1. NO REPRESENTATIONS, PROMISES OR WARRANTIES, EXPRESSED OR IMPLIED, HAVE BEEN MADE BY CONTRACTOR TO OWNER EXCEPT THOSE THAT ARE STATED IN THIS AGREEMENT. This Agreement cannot be changed by any conversations between Owner and Contractor. Any changes must be in writing and signed by Owner and Contractor. Contractor or its manufacturer may at its sole option, upgrade a product to similar or higher quality.

2. Assignment - It is agreed that Contractor shall have the sole right at any time to sell, transfer, or assign this Agreement and the money to be paid under this Agreement.

3. Consequential Damages/Contractor Liability - Contractor shall not be liable for the following: (1) any consequential damages to premises or material located on the premises. In the event of interior damage, Owner(s) agrees to submit a claim to his or her insurance company provided however that Contractor will pay any insurance deductible. (2) any damage to trees, shrubs, flowers, grass, or landscaping, (3) shades, blinds, or any other window treatments not fitting into the openings after work is completed; however, this does not mean that they will not fit, but it does happen on certain types of installations, (4) any caulk fumes or any other fumes caused by building materials Contractor provides; it being understood that Owner(s) should air out affected rooms prior to habitating (5) any pre-existing code violations existing at the time of this Agreement, (6) any window AC units, alarms, or security bars, and Contractor is not responsible for reconnecting or fitting these items, (7) alarms or doorbells except that in the event that Contractor damages Owner's doorbell, Contractor will attempt to replace it with a wireless doorbell kit. Contractor will reinstall satellite dishes to the best of its ability, but Owner(s) is responsible for contacting provider to restore service. In the unlikely event of ceiling damage on the interior, Contractor agrees to pay for the painting of the damaged section only. Many homes are not square. It is not Contractor's responsibility to change the structure of Owner's home. Some homes have rafters that do not line up, creating an appearance of sagging. Contractor is not responsible for correcting this appearance. Contractor performs its installation under the assumption that existing attic ventilation is free and clear of any obstructions. Any existing obstruction will render all warranties null and void. Contractor assumes no liability for animal or insect infestations.

Wood installed by Contractor is unstained on all bays/bows/garden windows. Owner(s) is responsible for staining and sealing. Staining should be done within 90 days of install. Contractor does not guarantee against any paint dings, dents, nicks, nail pops, paint scraping, or flaking. Contractor is not responsible for cleaning debris or resultant damage to unprotected property in Owner's attic. Contractor does not do any painting, decorating or wood finishing. If replacement of joists or beams is necessary, there will be an additional charge for this labor and materials. Owner(s) shall expect to lose a certain amount of glass space/daylight opening when installing replacement windows. The frames are larger on replacement windows and Energy Efficient glass will have a slight tint. If, due to size limitations, Contractor is unable to make the windows with triple pane, Contractor will substitute with

double pane energy efficient Energy Star-compliant glass. The U-Value could be higher. Various options such as grids may affect the U-Value. Tempering increases the U-Value by 1 to 1.5 points. Certain styles such as casements, solid picture windows, bays/bows and doorwalls do not have fiberglass inserts due to structural design, but this will not inhibit performance or strength of the windows. When any work is performed, Owner(s) shall expect paint, plaster, drywall to crack or loosen. Owner(s) shall expect a certain amount of debris in attic associated with roof work. Michigan Uniform Energy Code requires a thermal barrier with a minimum R-Value of 38, for roof/ceiling assemblies of any new construction homes in zones 2 & 3, and a minimum R-Value of 30 for all new construction homes in zone 1. Because the aforementioned Energy Code is the accepted standard for new construction, Contractor will not be responsible for any moisture transfer that may occur, or ice damming caused from insufficient insulation, in any attic area located under a roof system installed by Contractor. Measurements contained in this Agreement are good for pricing ONLY. At the time of install, there could be adjustments made to Owner's openings to allow for proper fit of replacement windows/doorwalls. Doorwalls come in standard sizes. If Owner(s) requests a special order doorwall at the time of install, Owner(s) agrees to pay the additional price as specified in this agreement. Trained measure-men take actual measurements. In the event that a dumpster is needed for removal of debris, Owner(s) agrees to have such dumpster placed in his or her driveway. Blue and green shingles come in asphalt only. Contractor is not responsible for any damage the dumpster may cause to the driveway. In order to install roof properly, if Owner(s) has existing gutter protection, Contractor will reinstall to the best of its ability. In the event that Contractor is unable to reinstall, Contractor will replace it with Contractor's gutter protection system. Gutter helmet warranty will be voided. Contractor is not responsible for manufacturer's warranty issues.

4. Workmanship Guarantee - As is further described in the labor guarantee provided to Owner(s), subject to certain terms and conditions, Contractor guarantees its workmanship under this Agreement. Owner(s) should review the labor guarantee for specific details regarding the scope of the guarantee. Owner(s) may review guarantee anytime at www.hansons.com

5. Delay/Unknown Conditions - Events beyond the control of Contractor, such as acts of God, labor strikes, inclement weather, material shortages, Owner's inability to qualify for or obtain financing, delays by local government authorities in issuing or otherwise approving inspections, permitting, or other required authorizations for the job, or other events resulting in delays in performance of this Agreement do not constitute abandonment and are not included in calculating time frames for performance by Contractor. In the event that Contractor determines that this Agreement cannot be performed as intended by the parties due, for example, to incorrect pricing, unforeseen structural defects, or pre-existing conditions to Owner's property, Contractor may cancel this Agreement within 30 days of its execution, notify Owner(s) of such cancellation in writing and return all monies paid by Owner(s). Contractor and Owner(s) have determined that a definite completion date is not of the essence to this Agreement. In accordance with the prices listed in this Agreement, Owner(s) agrees to pay for additional wood repair, as it is necessary to replace all weak, rotted, wet, or splintered wood to guarantee a sound installation. The amount paid by Owner(s) for this work shall be in addition to the original contract price listed in this Agreement. In the event that Contractor determines that additional wood repair is needed, Owner(s) agrees to enter into a change order with Contractor to reflect such additional wood repair/additional cost. Contractor shall be entitled to suspend performance under this Agreement if Owner(s) does not authorize/pay for this additional wood repair.

6. Time for Performance - It is understood by all parties that time is of the essence for this Agreement, and all work contracted for shall be performed as soon as scheduling, materials, and weather conditions permit. Contractor shall not be liable for delays caused by strikes, weather conditions, delay in obtaining material, permits, illness, transportation failure or other causes beyond its control. Owner(s) agrees to make available to Contractor access to electrical service, and running water. Owner(s) further agrees that he or she is responsible for any electrical service charges, or water costs that are used by Contractor in the course of performance of this Agreement.

7. Stipulated Damages - If Owner(s) cancels, rescinds, or otherwise terminates this Agreement after the expiration of the applicable cancellation period provided for in this Agreement, and Contractor accepts such cancellation, which shall be in Contractor's sole discretion, then Owner(s) agrees to pay to Contractor the following to offset (1) Contractor's incurred costs in preparation for work and (2) damages, including lost profits, that are difficult to determine. The parties agree that the following formula is a reasonable estimate of the actual damages that Contractor will suffer if the Owner(s) does not allow Contractor to perform this Agreement. A. One third of the contract price and, B. Contractors actual cost for any custom ordered products made for Owner's job if any.

8. Arbitration of Disputes - Contractor and Owner(s) agree that any and all disputes, claims, or controversies (hereafter referred to as a "Claim") arising under or relating to this Agreement and any related documents, loans, security instruments, accounts, or notes, including by way of example and not as a limitation: (i) the relationships resulting from this Agreement and the transactions arising as a result thereof; (ii) the terms of this Agreement; or (iii) the validity of this Agreement or the validity or enforceability of this arbitration agreement, may, at the election of either party be subject to binding arbitration to be determined by one (1) arbitrator, in accordance with and pursuant to the American Arbitration Association under its construction industry arbitration rules of the American Arbitration Association ("AAA"), to be held and arbitrated in the judicial district in which Owner(s) resides. Owner(s) agrees that he or she will not assert a Claim on behalf of, or as a member of, any group or class. The findings of the arbitrator shall be final and binding on all parties to this Agreement. Each party shall otherwise be responsible for its own fees and costs, unless otherwise determined by the arbitrator. This agreement to arbitrate, and any award, finding, or verdict of or from the arbitration, will be specifically enforceable under the prevailing law of any court having jurisdiction. Notice of the demand for arbitration will be filed by the party asserting the Claim with the other party to this Agreement and with AAA. The demand for arbitration shall be made within a reasonable time after the Claim in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations. Any arbitration proceeding brought under this Agreement, and any award, finding, or verdict of or from such proceeding shall remain confidential between the parties and shall not be made public. Further information may be obtained and claims may be filed at any office of the American Arbitration Association, 1-800-778-7879, www.adr.org, or by mail at 1633 Broadway, New York, NY 10019.

Both Owner(s) and Contractor are hereby agreeing to allow a party to choose arbitration, rather than litigation or some other means of dispute resolution, to address their grievances or alleged grievances. The parties believe this will allow a faster and more cost-effective method of addressing a Claim. By entering into this Agreement and this arbitration provision, both parties are giving up their constitutional right to have any dispute decided in a court of law before a jury, and instead are accepting the use of arbitration, other than as set forth immediately below.

9. Licensing Disclosures - A Michigan residential builder or residential maintenance or alteration Contractor is required to be licensed under article 24 of

Act 299 of the Public Acts of 1980, as amended, being sections 339.2401 to 339.2412 of the Michigan Compiled Laws. An electrician is required to be licensed under Act No. 217 of the Public Acts of 1956, as amended, being sections 338.881 to 338.892 of the Michigan Compiled Laws. A plumber is required to be licensed under Act No. 226 of the Public Acts of 1929, as amended, being sections 338.901 to 338.917 of the Michigan Compiled Laws. 1-800 Hansons, LLC is properly licensed with the State of Michigan license number 2102087035, Dearborn, Michigan License # 19-00128507, Detroit, Michigan License #LIC2001-03699, Toledo, Ohio License # HRC-16-00683, Maumee, Ohio License #7325, Huron, Ohio License #2019-039, Lucas County, Ohio Registration #2487574, Ottawa, Ohio Registration #885, State of Iowa Contractor License #C133619, Council Bluffs, Iowa License #5693, State of Nebraska Contractor License # 51799-18, Bellevue, Nebraska License # C01185, Fremont, Nebraska License #19-5986, Omaha, Nebraska License # LIC-1801382, La Vista, Nebraska License #190009, Valley, Nebraska Contractor Registration, Sioux Falls, South Dakota License # 2252, Brandon, South Dakota License #361, Brookings, South Dakota License #2019-RC13, Crooks, South Dakota License # 19, Hartford, South Dakota License # 2017-28, Watertown, South Dakota License #295, State of Minnesota Registration #IR748508, State of Utah License # 11006739-5501, Adams County, Colorado License # D-7420, Arvada, Colorado License # AEC7807, Arapahoe County, Colorado License # C18-00740, Aurora, Colorado License # 2018 1552991 00 CL, Bennett, Colorado License #192, Boulder, Colorado License # LIC-00991453, Boulder County, Colorado License #CON-19-0029, Brighton, Colorado License # CL-12985, Broomfield City and County, Colorado License # OL-19-13204, Castle Pines, Colorado License #CN-01850, Castle Rock, Colorado License # 18-2959, Centennial, Colorado License # CL-000218-2018, Colorado Springs, Colorado License #23337, Columbine Valley, Colorado License #CON-2019-00156, Commerce, Colorado License # 4892, Dacono, Colorado License #1241.1, Denver, Colorado License # LIC00248160, Denver, Colorado Roofing License #LIC00248415, Douglas County, Colorado License # C180361, Eagle County, Colorado License # 19GC00282, Englewood, Evans, Colorado License #2604758, Colorado License # 20387, Federal Heights, Colorado License #180135, Firestone, Colorado License # 19B-FIRCO-022, Fort Lupton, Colorado License # CON-000640-2018, Frederick, Colorado License #2390, Golden, Colorado License # 10137, Greenwood Village, Colorado License # OL-20-04763, Jefferson County, Colorado License # 988944, Lakewood, Colorado License # 22901, Larimer County, Colorado License #CL2763, Littleton, Colorado License # C00271, Lochbuie, Colorado License # 18D00664, Longmont, Colorado License # C01005579, Loveland, Colorado License # 7050, Milliken, Colorado License #19MIL-II-0537, Northglenn, Colorado License # 18NGN-C-3256, Park County, Colorado License # 3427, Parker, Colorado License # CL18-00440, Thornton, Colorado License # LCC201801597, Wellington, Colorado License # 1692, Wheat Ridge, Colorado License # 180334.

10. Permits - Contractor agrees to pull any necessary permits for the work described in this Agreement. Owner(s) agrees to pay for the actual costs of the permit and any necessary fees and inspections. Contractor will bill Owner(s) for these charges. Owner(s) authorizes Contractor to apply for building permits on Owner's behalf from the city, village or township where the property is located. Owner(s) gives Contractor permission, and appoints Contractor, to sign Owner's name to the building permit application for the work in this Agreement. Owner(s) authorizes Contractor to proceed with the installation while the application for a permit is pending. If the city, village, or township where the property is located requires code updates (such as smoke detectors) Owner(s) must pay for those expenses. The current price for smoke detectors including installation is \$100.00. Contractor is not responsible for code violations that exist prior to the date of installation. If the property is subject to other regulations that would affect the ability of Owner(s) to install the materials covered by this Agreement because of deed restrictions, a homeowners' association, a Historic District Commission or any other reason, then Owner(s) is solely responsible for notifying Contractor of these restrictions and assuring that those regulations or restrictions have been satisfied.

11. Notices - All notices and other communications required or permitted under this Agreement will be in writing and will be deemed given when delivered personally or by mail, addressed as follows: If to Contractor: to 977 E. 14 Mile Road, Troy, Michigan 48083. If to Owner(s): to the name and address appearing in this Agreement.

12. Attorney's Fees - Should Contractor require the services of an attorney for the enforcement of any provision of this Agreement, Owner(s) agrees to pay Contractor's actual attorney's fees.

13. ACH Authorization - Any amounts due to Contractor upon substantial completion of the job will be withdrawn from Owner's account via an ACH transfer if not paid within 5 business days of the last day of work; provided Owner(s) has granted ACH authorization.

14. Interest - Any sums herein which are not paid when due shall bear interest at the highest legal rate, not to exceed one and one half percent per month (18% per annum), from date of original installation.

15. Contractor's Rights Upon Discovering Estimating Error - If Contractor finds upon measuring that an estimating mistake has been made by Contractor's sales person, Contractor expressly reserves the right to cancel this Agreement by giving Owner(s) notice of cancellation within 30 days of discovery of the error.

16. Mold and Other Hazardous Substances - Contractor is not responsible for conditions beyond its control, including existing or developing spore or mold growth. Mold may be due to condensation that may form on or within walls or other surfaces resulting from pre-existing conditions in Owner's home and internal or external temperatures. Owner(s) indemnifies and holds Contractor and its employees, authorized contractors, and their subcontractors from any claims as to the identification, detection, abatement, encapsulation, or removal of mold, asbestos, lead-based products or other hazardous substances inside or outside of the structure being improved.

17. Severability - Whenever possible, each provision of this agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision is prohibited by or invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this agreement.

18. For Pricing Purposes, Contractor's average labor rate per square/opening is determined by average direct labor costs multiplied by a factor determined by historical overhead percentages.

19. Insulation that is inside the window frame is white, but Contractor uses pink for demonstration purposes.

20. Telephone Recording. For quality and control purposes, all incoming and outgoing calls are monitored and recorded.

(Iowa Sales Only) **Persons or companies furnishing labor or materials for the improvement of real property may enforce a lien upon the improved property if they are not paid for their contributions, even if the parties have no direct contractual relationship with the owner. The mechanics' notice and lien registry internet site provides a listing of all persons or companies furnishing labor or materials who have posted a lien or who may post a lien upon the improved property. If the person or company has posted its notice or lien to the mechanics' notice and lien registry internet site, you may be required to pay the person or company even if you have paid the general contractor the full amount due. Therefore, check the mechanics' notice and lien registry internet site for information about the property including persons or companies furnishing labor or materials before paying your general contractor. In addition, when making payment to your general contractor, it is important to obtain lien waivers from your general contractor and from persons or companies registered as furnishing labor or materials to your property. The information in the mechanics' notice and lien registry is posted on the internet site of the mechanics' notice and lien registry. The Mechanics' Notice and Lien Registry's Internet Web site address is sos.iowa.gov/MNLR and its toll-free telephone number is 1-888-767-8683.**

(Minnesota Sales Only) **(a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions. (b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.**

Minnesota law (Minn. Stat. Â§ 327A.02) contains important requirements you may have to follow before you may file a lawsuit or commence arbitration proceedings regarding an alleged breach of this statutorily warranty.

Written Performance Guidelines (in accordance with Minn. Stat. Â§ 326B.809): Contractor warrants that all of the materials used in performing work will be new unless otherwise specified and that all work will be of good quality and in conformance with applicable building codes and laws. Contractor warrants that it will complete the work according to the plans, specifications, and other documents that comprise the agreement between the parties. Contractor warrants that the work will be performed as required by Minnesota Statutes Section Â§ 327A.01 et. seq. (Statutory Warranties).

During the one-year period from and after the warranty date the home improvement will be free from defects caused by faulty workmanship and defective materials due to noncompliance with building standards and during the ten-year period from and after the warranty date the home improvement will be free from major construction defects due to noncompliance with building standards.

(Utah Sales Only) **PROTECTION AGAINST LIENS AND CIVIL ACTION. Notice is hereby provided in accordance with Section 38-11-108 of the Utah Code that under Utah law an "owner" may be protected against liens being maintained against an "owner-occupied residence" and from other civil action being maintained to recover monies owed for "qualified services" performed or provided by suppliers and subcontractors as a part of this contract, if either section (1) or (2) is met: (1)(a) the owner entered into a written contract with an original contractor, a factory built housing retailer, or a real estate developer; (b) the original contractor was properly licensed or exempt from licensure under Title 58, Chapter 55, Utah Construction Trades Licensing Act at the time the contract was executed; and (c) the owner paid in full the contracting entity in accordance with the written contract and any written or oral amendments to the contract; or (2) the amount of the general contract between the owner and the original contractor totals no more than \$5,000.**

MARK SCHLUETER

(313) 475-8977

VINYL HOMES IN THE AREA



