



LIMITED WARRANTY

WARRANTOR: ULTIMATE CONSTRUCTION, INC. OF COTTAGE GROVE (BUILDER)

**LOCATION OF
HOME COVERED
BY WARRANTY
GIVEN TO WHOM
(OWNER'S NAME)**

COVERAGE

For one year from date of this Limited Warranty, Ultimate Construction Inc. or itself and its subcontractors warrants that the Home will be free from defects due to no-compliance with generally accepted standards of quality in the home construction industry. Coverage under this Limited Warranty includes, but is not limited to the following:

- A. Structural defects of material significance appearing in load bearing walls, roof trusses, or floor joists.
- B. Foundation: defects caused by settling of any walls supported by footings will be remedied. Owner is advised that small cracks will appear in concrete as it dries and, unless they result in water leakage, and /or exceed industry standards, such cracks are excluded hereunder. Industry standards for this purpose shall be 1/4" wide and 3/16" ledging.
- C. Warping which occurs due to normal drying of wood products including doors, windows, screens and storms.
- D. Floor squeaks when caused by expansion and contraction of heating and cooling ducts.
- E. Drywall nail pops, drying cracks, or corner bead separation will be covered and re-textured. **BE SURE TO RETAIN A QUANTITY OF PAINT FROM THE ORIGINAL APPLICATION OF PAINT** in order to assure a color match after completion of drywall repair.

- F. Cabinet doors will be adjusted if they fail to open or close properly
- G. Door, interior and exterior, will be adjusted if they fail to open or close properly, or if separation at the threshold or joints appears. Interior door must go through a season change be the supplier will replace the door.
- H. Plumbing: leaks in pipes or joints which are caused by Owner's lack of maintenance or additions and modifications or other changes made to plumbing system by Owner.
- I. Electrical system including failure of electric switches, outlets, wiring, GFI circuits or other circuits or other circuits not caused by Owner's failure to property use or maintain, or additions and modifications and changes made to the electrical system by Owner. Damage caused by overloading and use of defective appliances shall be excluded. All motion lights will be excluded.
- J. Re-securing, tightening or adjusting of fixtures, cabinets and mirrors, which is not a result of misuse or abnormal wear and tear.

EXCLUSIONS

The following are not covered by this Limited Warranty:

- A. Fixtures, appliance, attachments, materials, supplies, and items which are covered by the manufacturer's warranty (see "Assignment of Manufacturer's Warranty"); and any separate items of equipment, such as air conditioners, furnaces, and water heaters, whether or not they are covered by a manufacturer's warranty.
- B. Any defects related to services or materials supplied by third party **hired by Owner**. Owner must solely to third party for any Warranty on such defects, Ultimate Construction Inc. **does not** warrant the work of Owner's contractor's, agents, employees, or other third parties brought in by the Owner.
- C. Defects in outbuilding including detached garages and detached carports (except outbuildings which contain the plumbing, electrical, heating, cooling, or ventilation system serving the home) swimming pools, and other recreational facilities, driveways, walkways, patios, boundary walls, retaining walls, bulkheads, fences, landscaping (including sodding, seeding, shrubs, trees, and plantings), off site improvements, or any other items or property not a part of the Home itself.
- D. Settling of earth around the home or leakage created by settling of earth.
- E. Any damage to the extent it is caused or made worse by:
 - 1. Negligence, improper maintenance or improper operation by anyone other than Ultimate Construction Inc. or employees of Ultimate Construction Inc.

2. Failure by Owner or by anyone other than Ultimate Construction Inc. or its employees, agent or subcontractors to comply with the warranty requirements of manufactures of appliances, equipment or fixtures.
 3. Failure by to give notice to Ultimate Construction Inc. of any defects within 30 days after discovery of the defects.
 4. Changes in grade of building lot by anyone other than Ultimate Construction Inc., its employees, agents, or subcontractors.
 5. Change alternations, or additions made to the Home by anyone other than Ultimate Construction Inc, or its employees, agents, or subcontractors.
 6. Dampness or condensation due to the failure of Owner to maintain adequate ventilation.
- F. Any loss or damage caused or made worse by an unreasonable delay in allowing Ultimate Construction Inc., its subcontractors or employees access to the property to make alterations or repairs.
- G. Normal wear, tear, and aging which includes small cracks in concrete, cracking, expansion, drying or shrinking of wood materials, including siding, trim, etc. and accompanying caulking and damage to flooring caused by high heels, furniture, and the like.
- H. Loss or damage, not otherwise excluded under this warranty, which does not constitute a defect in the construction of the Home by Ultimate Construction Inc., or its employees, agent, or subcontractors.
- I. Loss or damage resulting from accident, fire, explosion, smoke, water escape, lightning, high winds, floods, abuse, or other unusual occurrences or climatic conditions.
- J. Damage due to wild or domestic animals or insects.
- K. Any condition which doe not result in actual physical damage to the Home, including but not limited to, variation in color, grain, and texture of natural wood trim, doors, and other wood finishing materials or stone materials.
- L. Variation in temperature from one room to the next in a multi-level home.
- M. Bodily injury or damage to personal property.
- N. Consequential, incidental, and punitive damages.
- O. Painted surface, caulking, grout, and other maintenance items.
- P. Cracking, heaving, settling, flaking, and chipping of concrete walks, service walks, patios, and driveways.

Q. Any defects in, or caused by, materials or work supplied by anyone other than Ultimate Construction Inc., or its employees, agents, or subcontractors. Such materials or work include, but are not limited to:

R. Normal wear and tear or normal deterioration.

S. Seeded lawns are accepted in "as is" condition. Owner is responsible for repair of wash-outs settling, watering, touch-up, re-seeding, and other maintenance and repair.

CAUTION

Energy efficiency in this Home is achieved by construction methods which reduce air infiltration and air changes per hour. This may result in a concentration of water vapor from cooking, showering, etc., which, at excessive levels, can cause property damage. Likewise, concentrations of chemical compounds, radon, or other gases or minerals released from soil, household furnishings, and personal possessions, and building materials, at excessive levels, may create irritant effects or health hazards. Buyer can minimize adverse effects by proper utilization and maintenance of ventilation fans or other methods and systems and/or other ventilation devices installed by Ultimate Construction Inc. and by opening doors and windows to increase ventilation.

OWNER HEREBY ACKNOWLEDGES THAT OWNER HAS BEEN INFORMED OF SUCH HEALTH RISK, THAT OWNER SHALL HAVE THE SOLE DUTY OF TAKING ALL ACTIONS TO PROTECT AGAINST THAT RISK, AND THAT OWNER ASSUMES ALL RISK OF DAMAGE OR INJURY WHICH MAY ARISE AS A RESULT OF, OR IN ANY WAY CONNECTED WITH, SUCH CONSTRUCTION METHOD AND HEREBY FULLY, FINALLY AND FOREVER RELEASES AND DISCHARGES ULTIMATE CONSTRUCTION, ITS OFFICERS, EMPLOYEES AND AGENTS FROM ANY AND ALL CLAIMS, LIABILITIES AND EXPENSE AND DAMAGES THEREFROM WHATSOEVER, WHETHER NOW KNOWN OR HEREAFTER KNOWN, WHICH OWNER OR ITS ASSIGNS MAY HEREAFTER HAVE AGAINST ULTIMATE CONSTRUCTION INC, ITS OFFICERS, EMPLOYEES AND AGENTS. REGARDING THE MATTERS REFERRED TO IN THIS PARAGRAPH, ULTIMATE CONSTRUCTION INC MAKES NO EXPRESS OR IMPLIED WARRANTY OF HABITABILITY, MERCHANTABILITY, FITNESS, OR OTHERWISE. OWNER SHALL DEFEND, INDEMNIFY, AND HOLD ULTIMATE CONSTRUCTION HARMLESS FROM ANY CLAIMS FOR PERSONAL INJURY, PERSONAL DAMAGE, OR OTHERWISE BASED ON THE MATTERS DESCRIBED IN THIS PARAGRAPH. THIS INDEMNITY INCLUDES ANY REASONABLE ATTORNEYS' FEES AND DISBURSEMENTS WHICH ULTIMATE CONSTRUCTION MAY INCUR IN DEFENDING ITSELF AGAINST SUCH CLAIMS.

EXCLUSION OF OTHER WARRANTIES AND REMEDIES

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS DOCUMENT, ALL IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, FITNESS, OR OTHERWISE, ARE HEREBY EXPRESSLY EXCLUDED, ULTIMATE CONSTRUCTION'S LIABILITY IS LIMITED TO THIS WARRANTY. ULTIMATE CONSTRUCTION SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES OF LIABILITY WITH RESPECT TO THE WORK PERFORMED BY ULTIMATE CONSTRUCTION INC OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING TO THAT WORK. IF THE PRECEDING SENTENCE IS TO ANY EXTENT HELD INEFFECTIVE, ANY CAUSE OF ACTION AGAINST ULTIMATE CONSTRUCTION BY THE LATER OF ONE YEAR FROM THE DATE OF THIS WARRANTY OR ONE YEAR FROM THE DATE THAT THE CLAIMANT KNEW OR REASONABLY SHOULD HAVE KNOWN OF THE INJURY OR DAMAGE TO CLAIMANT.

ASSIGNMENT OF MANUFACTURER'S WARRANTIES'

Ultimate Construction Inc. hereby assigns to Owner all manufacturers' warranties, if any, on items Ultimate Construction Inc. has provided as part of the Home.

TIME OF NOTICE OF CLAIM

Owner must give written notice to Ultimate Construction Inc. Of Cottage Grove of any defect in any item covered under this warranty within 30 days after discovery of the defect. Owner may give this notice after the end of the one-year term of this warranty for defects discovered at or near the end of the term. In the event of a problem associated with water infiltration or damage or any other problem which may result in further damage to the property, Owner hereby agrees to notify Ultimate Construction Inc. immediately after discovery. Any loss or damage caused or made worse by an unreasonable delay in notifying Ultimate Construction Inc. will be responsibility of the Owner. In the event of damage or other problems with shingles or siding, Owner shall notify Ultimate Construction Inc. of date and time of occurrence.

NOTICE

All notices to Owner or Ultimate Construction Inc. must be personally delivered or sent by first class mail to the last known address of the recipient.

REMEDY

If, within one year from the date of this Limited Warranty, a defect occurs in any item which is covered by this warranty, Ultimate Construction Inc. in its sole discretion shall repair, replace, or pay the Owner the reasonable cost of repairing the defective item. Ultimate Construction Inc. has the right to choose whether to repair, replace, or pay. Ultimate Construction Inc. will make said repairs or adjustments within ninety (90) days of receipt of notice from Owner subject to weather conditions, strikes, work stoppages, material availability, warranty coverage disputes, access to property, and emergencies. In the event of an emergency which could result in further damage, Ultimate Construction Inc. shall make all reasonable attempts to respond immediately upon notice from Owner.

SERVICE & REPAIR CHARGES

In the event Ultimate Construction Inc., its agents, employees, or subcontractors make a service call requested by the Owner, which call results from a problem, repair, alteration, or replacement which was caused by unusual weather conditions, Owner negligence, failure to perform maintenance, alteration of equipment or improper use of equipment, use of equipment in conjunction with faulty appliances or other attachments, Owner shall promptly pay Ultimate Construction Inc. or subcontractor for the service call. Charges for service calls will be reasonable and consistent with typical industry billing rates in the area.

DISPUTE SETTLEMENT

If any dispute arises relative to this warranty, Owner and Ultimate Construction Inc. shall settle the dispute by arbitration. The arbitration shall be conducted in Madison, Wisconsin by either the Ethics and Arbitration Committee of the Madison Area Builders Association or by the American Arbitration association, whichever Ultimate Construction Inc. designates. The decision of the arbitrator shall be final and binding with respect to all matters submitted to arbitration and shall be enforced in accordance with the Wisconsin Arbitration Act.

INDEPENDENCE FROM PURCHASE CONTRACT

This Limited Warranty is independent of any building contract or offer to purchase between Ultimate Construction Inc. and Owner for the construction of the Home. Contract disputes are not eligible for settlement by arbitration this Limited Warranty.

GENERAL PROVISIONS

If any provision of this warranty is determined to be unenforceable, that determination shall not affect the enforceability of the remaining provisions. This warranty is binding upon Ultimate Construction Inc. and Owner. The provisions of the warranty shall not apply if there is any money owed to Ultimate Construction Inc. on the Construction Contract, INCLUDING extras or change orders.

ASSIGNABILITY

This warranty is for the personal benefit of Owner, and is not assignable by Owner.

Dated this ____ Day of _____ 2010

Homeowner(s): _____

Address: _____

Home Phone: _____

Cell Phone: _____

Builder: ***Ultimate Construction, Inc. of Cottage Grove
4827 Pierceville Road
Cottage Grove, WI 53527***

BY: _____
Scott A. Foley (President)

ULTIMATE CONSTRUCTION, INC. OF COTTAGE GROVE

1 YEAR WARRANTY

Ultimate Construction does offer a 1 year warranty on our new homes.

All of the sub-contractors who worked on your home, and the manufactures of the materials and equipment used in your home also offer warranties. You will receive a folder at closing that is full of various mail in warranty cards. It is your responsibility to fill out these cards and mail them in. If there is a problem with any item to be covered by a sub-contractor or a manufacturer we ask that you first call the sub-contractor or manufacturer. If after your first attempt to solve a problem directly with a sub-contractor or manufacturer you are not satisfied, Ultimate Construction Inc. will step-in to solve the problem to your satisfaction. A list of the sub-contractors who worked on your home accompanies this warranty.

Ultimate Construction Inc. will make one call back to your home to fix or adjust items you would like taken care of. We will come back **6 months after occupancy**.

NOTE: It is your responsibility to contact Ultimate Construction Inc. at this time.

We will schedule an appointment at the earliest convenience.

We suggest you make a list of the small items and have it ready for us when we come out for your warranty call. Any large items do not need to wait for scheduled call back times. Please notify us should you discover a larger item of concern.

To reach Ultimate Construction Inc. please call (608) 825-4633.

Also, any deemed to be damaged by your negligence will be brought to your attention immediately, and the circumstances explained. We will be happy to fix such items for you upon your request at the cost of \$50.00 per hour, per man, plus the actual cost of the materials.

ULTIMATE CONSTRUCTION, INC. OF COTTAGE GROVE

CUSTOMER ORIENTATION

1. KITCHEN

- A. **Sink** - If the sink is stainless steel, use olive oil to treat it before using it the first time and then whenever it starts water spotting, treat it as needed.
- B. **In-sink-erator** - Use cold water to flush In-sink-erator when it is operating. ALWAYS UNPLUG ELECTRICITY WHEN OPERATING ON UNIT. The breaker button will normally trip when unit is plugged. A wrench fits in bottom, turn right and left to unplug. The breaker button (which is under the bottom of the disposal) will then have to be reset.
- C. **Hot and Cold Water Shut-offs** - The water supply to either side of the faucet is controlled by these shut offs. There is also one for the dishwasher. You can use these to shut off one side instead of shutting down the whole system.
- D. **Air Gap** - The air gap for the dishwasher is for preventing the sink backing up into dishwasher. If the dishwasher does not drain properly, the tube is usually plugged up. The chrome cover comes off and the plastic cover unscrews at bottom or top part has two snaps that come undone and then the top half lifts off. Check the 1/4" tube inside to make sure it is not clogged.
- E. **Dishwasher** - Water leakage from the side of the door is usually caused by too much soap in the dispenser. If plugged, check the air gap (See "D" above). There is an outlet under the sink cabinet for electricity for dishwasher. The outlet is code mandated.
- F. **Hood Fan** - Either ductless or ducted. It has a filter which acts as a grease trap and needs to be cleaned periodically -- it can be put into the dishwasher. The light bulb is a 60-watt bulb.
- G. **Outlet** - The outlets in the kitchen, dinette, and formal dining are "hot" all of the time. The GFI (Ground Fault Interrupter) should be tested monthly. Press the "test" button. If it trips, it is working, then re-set. NOTE: GFIs are found in the kitchen, all baths, (one GFI may operate both bathrooms), one in garage, one in the basement, and the exterior outlets. DO NOT PLUG FREEZERS OR REFRIGERATORS INTO THESE OUTLETS. The rest of the home (bedrooms without ceiling fixtures, living room, family room) has outlets where the bottom of the outlet is operated by switch and the top of the outlet is "hot" all of the time. Typically, lamps are plugged into the bottom ("switched") one and alarm clocks are plugged into the top ("hot") one.

2. **DINING ROOM:**

- A. **Outlets** - The outlets (top and bottom) are "hot" all of the time.
- B. **Thermostat** - If there is central air, there is a "Cool/Off/Heat" setting and "Fan Auto/Fan On" setting. "Cool" is for air conditioning; "Off" shuts everything down, "Heat" if for heat. "Fan Auto" mean fan will run only when heat or air conditioning is called for by the temperature setting. "Fan/Auto" is the normal setting. "Fan On" means the fan on the furnace runs constantly. This will continually move the air for greater comfort especially when the air conditioning is on. The fan can be used in winter to control condensation on windows with more air flow. The top of the thermostat dial shows the degrees called for, the bottom dial shows the actual temperature.
- C. **High/Low Returns** - In the cooling season, close the lower one to take the heat off the ceiling. In the heating season, open the lower one to take the cold air off the floor.

3. **LIVING ROOM:**

- A. **Outlets** - The outlets are "switched" in this area with the top portion being "hot" all of the time.
- B. **Fireplace** - There is a circulating fan which draws air from the bottom around the firebox and out the front of the unit. This fan is turned on by a switch. The cold air intake on the left side draws air from the outside of the home to feed the fire and should be open when using the unit. The damper for the chimney should also be open when in use. By design, the firebox wall liners are loose in the fireplace. You should light a piece of paper, hold under the flue to create a draw. Clean chimney frequently. Clean the glass with vinegar.
- C. **Gas Log Operating Instructions** -
 - 1. Operate gas log with doors fully open.
 - 2. Operate gas logs with damper fully open.
 - 3. Keep pilot light running all year round. It is important for the thermocouple to remain hot or it may dry out and have to be replaced.
 - 4. Pilot lighting procedures:
 - Turn on/off knob to the pilot lighting position.
 - Push in slightly and turn to gas log off position.
 - Wait 5 minutes for the system to reset itself.
 - Turn the on/off knob to the pilot position.
 - Push knob completely in and at the same time place a match at the pilot burner assembly. The pilot should light at this time. Continue to hold the knob in for approximately 60 seconds.

If the pilot doesn't stay lit after following the above procedure. Turn the unit completely off and start from the beginning.

5. To turn the gas log set on. Turn the knob 90 degrees clockwise to the on position.
6. To turn the log set off, turn the knob 90 degrees counter clockwise to the pilot position.

If you have any problems or questions, please feel free to give us a call or call Wohlers Heating & AC at 608-249-3407.

4. **POWDER ROOM:**

- A. **Sink** - The hot and cold water valves below the sink shut the water off.
- B. **Toilet** - It has a water valve that can be turned down to lessen the noise of the tank filling but it takes longer to fill this way.
- C. **Outlet** - GFI outlet.

5. **FAMILY ROOM:**

- A. **Outlets** - They are "switched" in this room.

6. **FIRST FLOOR FOYER:**

- A. **Smoke detector** - The smoke detector is battery operated and will make a chirping sound when the battery goes dead. All smoke detectors are wired in series electrically.
- B. **Doorbell Chime** - The chime is located in this area.

7. **BEDROOMS:**

- A. **Outlets** - "Switched" unless there are ceiling lights.
- B. **Ceiling Lights** - are set for future ceiling fans with light kits.

8. **MAIN AND/OR MASTER BATH:**

- A. **Outlets** - The outlets are GFI.
- B. **Sink** - There are hot and cold water shut-off valves.
- C. **Toilet** - There is a shut-off valve.
- D. **Shower head** - The water pressure is reduced due to a water saving device which is code mandated.
- E. **Faucets** - It is common in a new home for sediment to be stirred up in the water lines and end up in the faucet aerator. If the stream from your faucet seems erratic, remove the aerator at the spout and clean the debris trapped by the screens. This should get your faucet running smoothly again. This problem should clear itself up within the first year.

9. **GARAGE:**

- A. **Scuttle Hole** - This opening usually found in the ceiling and is attic access ONLY. NOT DESIGNED FOR STORAGE.
- B. **Garage Door** - Doors installed by Northland Door Systems, Inc. have a labor warranty of one year. Exceptions of these warranties are normal maintenance as follows:
 - 1. Lubrication - Hinges, rollers, torsion springs, bearing brackets, and operator trolley - two times per year.
 - 2. Photo beams knocked out of alignment, sensor-led light blinking - move until solid light, dust or condensation may also cover sensor lens. Sensitivity adjustments due to weather and temperature are not warranted.
 - 3. Any doors with operators not installed by Northland Door Systems may void the warranty.
 - 4. Any doors altered or adjusted by unauthorized parties may void the warranty.

Manufacturer's warranties may exceed Northland Door Systems warranties and may be submitted though Northland Door Systems. However, any warranties that are supplied for materials are the responsibility of the manufacturer.

10. **BASEMENT:**

- A. **Clean Out** - This is usually flush to the floor. Its purpose is to rod the sewer from the home to the street.
- B. **Sump Crock** - This crock has interior and exterior drain tile running the perimeter of the foundation. If the water level was elevated continuously, then sump pump would have to be installed.
- C. **Freezeless Faucets** - There is one faucet in front and one in back. The shut-off valve is inside but only needs to be used when replacing the faucet. The faucet is designed to shut off outside of the house for the winter as the water will bleed out from the faucet as it drains. **DO NOT LEAVE A HOSE ON DURING COLD WEATHER.** The faucet will make a moaning noise when the hose is on and the water pressure is reduced. To eliminate this noise, turn the water on at the faucet at full strength. If the hose is attached when shutting off the faucet, the water will bleed out until the hose is emptied, (except in the winter)
- D. **Main Water Shut-Off** - One valve is front of and one valve is behind the water meter. These valves shut down the entire water supply to the house. Use these in case of a bad leak and then call a plumber.
- E. **Electrical Panel** - This panel supplies electricity to the entire home. The top breaker is the "main breaker" and turns the electricity on and off throughout the entire house. The rest are smaller circuit breakers and are for various zones in the house. The zones are marked on the door of the panel. If the breaker is not left or right and is in a middle position, then it is tripped. Flip off and then on to reset.
- F. **G.F.I. Outlet** - Do NOT use this outlet for the water heater, softener or a freezer.
- G. **Furnace** - High efficiency gas with an electronic ignition. There is no pilot light. Chimneys are PVC pipe. Water will run out of hose constantly when furnace is in use. If there is central air, there will be a second hose and water will also run out of this hose. The electrical switch is for the power to furnace. If the furnace shuts down, check for blockage of the exhaust pipe.
- H. **Furnace Filters** - The size is 16" x 25" x 1". Change it once a month for the first 6 months. Then change twice a year -- at beginning of the heating season and the beginning of the cooling season.

11. **EXTERIOR ITEMS OF HOMES:**

- A. **Vents** - Cold air intake for fireplace; dryer exhaust; powder room fan; PVC pipe for 2 furnace pipe. 1 PVC pipe for water heater (keep all pipes clear of blockages) e.g. snow, ice, piles of wood, etc.
- B. **Electrical Outlets** - GFI Outlets.
- C. **Gas Meter**
- D. **Water Meter Reader**
- E. **Window Wells** - Keep the earth dug below the lip approximately 4". Put pea gravel in it and make sure they are kept clean.

12. **WINDOWS:**

- A. **Pella Windows** - Operation: The vinyl column on side of the window is called a "balance" with the window centered in the opening, pull on first one corner and then the other. At that point, the window is perpendicular to the frame and can be cleaned this way. Lay the bottom window down to clean the upper window and proceed as before, but now you must go by two balances. To take the window out, lift on one side when the window is laying down flat, and it will come out of the spring holders. When putting the window back in, keep the bottom away from you and outside (clad) facing toward you. This way, the outside will end up on the outside when you put it back in. Make sure the pins are in the spring holders. These holders have a small hole for pins, make sure the pin is inserted in the hold. There are two small screws in the spring holder that can be tightened to hold windows up when the springs lose tension.

REMINDER: UNLOCK STORM WINDOW ON TOP BEFORE TRYING TO RAISE UP THE STORM WINDOW.

If there are storm windows, pull in toward the middle of the window on spring loaded handles and lift up storm windows. There are small holes set in the slide rail for different settings to leave the storm window open. To take the full storm/screen unit out, open two or four alligator clips, and, hanging onto these, push out on the frame. After the window is leaned out on top, grab onto the frame and lift unit straight up, out of retention clips. Always keep storm windows locked together in middle to cut down on air infiltration.

- B. **Casement Sash Replacement** - Crank the window open. Remove the operating arm from the slide track on the sash. (Remove through the slot in the track.) Slide the clip to remove the short extension arm from the dual arm bracket. Slide the lock clip back on both the top and bottom pivot arms. Holding down on the sash, pop both pivot arms off the pins using a stiff putty knife. Using both hands, slide the sash towards the

center of the unit; the hinge slide shoes will slide out of the track. Turn the sash and bring the shoes into the interior of the building.

Remove the hardware from the old sash and install onto the new. (The new sash will have screw holes pilot drilled for ease of installation.) With the hardware installed on the new sash, install the sash into the unit, Line up the black slide shoe ends of the hinge into the track at the top and bottom of unit. Slide the hinge into the track. Position the pivot arm onto the pin and slide locks into position at the top and bottom of the sash. Replace the control arm and check locks for proper operation.

13. **MAINTENANCE AND REPAIR OF RESIDENTIAL CONCRETE:**

A. **Maintenance -**

(1) DEICERS

Avoid deicers if at all possible because all deicers will cause damage to concrete. Never use any fertilizers as deicers since they chemically attack and destroy concrete. Use sand or cinders for traction of concrete instead of deicing salts.

(2) CLEANING

How concrete is cleaned depends on the type of stain that is being removed.

Rust stained is usually from a vehicle parked in one area continuously or from iron particles in the aggregate. Rust stains can be removed by using diluted muriatic (hydrochloric) acid* to lightly etch the concrete surface and then rinse thoroughly with water. This may be repeated as necessary to remove the stain. Iron particles embedded in the concrete should be removed to prevent the stain from reoccurring.

Oil or grease stains on driveways may be removed by using sodium hydroxide* (lye). There are some driveway cleaners available at your local hardware store.

(3) SEALING

Depending on the type of sealer, it may be applied immediately after pouring the concrete or after it has cured for at least one month. A sealer should be applied to help concrete resist the damaging effects of deicing salts. Typically, driveways in areas of the country where deicing salts are heavily used are sealed late each fall or every other year. The most inexpensive sealer is a 50:50 mix of boiled linseed oil and mineral spirits applied with a heavy nap paint roller in two coats. Other "high tech" coatings such as urethanes, epoxies, silicone compounds, silances, alkyds, and vinyls are more expensive and must be carefully applied according to their manufacturer instructions. It should be noted that almost all coatings will cause some darkening of

the concrete surface, which may or may not lighten after exposure to time. For exterior concrete on grade, use only sealers manufactured for that use. Any sealer used on exterior concrete must allow the concrete to breathe.

- B. **Repair** - A general caution is that not all defects such as cracks or blemishes can be easily, economically or practically repaired. In fact, some defects should probably not be repaired, or the repair should only be attempted realizing that the concrete may look worse after the repair than before. When in doubt, consult with your ready mixed concrete supplier about whether a particular problem can be repaired.

(1) CRACKS

a. **Settlement Cracks.** Often appearing near the corners of patios or driveways, these cracks are usually more the 1/8" wide and marked by some difference in height between the pieces of concrete. Settlement cracks are usually caused by inadequate subgrade compactions.

REPAIR: These cracks can be filled with an elastomeric caulking compound. A wide crack can be filled with a cement and sand mortar or grout.

b. **Plastic Shrinkage Cracks.** Parallel, narrow cracks (less than 1/8") seldom more than 1 to 2 inches deep. These cracks are caused by rapid drying conditions (wind, sun, low relative humidity) when the concrete is still plastic. Although plastic shrinkage cracks can be unsightly, they are purely cosmetic and do not affect the structural integrity of the concrete.

REPAIR: None recommended, although wider cracks may be filled with dry cement and fine sand and then dampened.

c. **Drying Shrinkage Cracks.** When concrete slabs are properly jointed, the slab will often still crack at regular intervals related to slab thickness (for example, halfway, or nearly so, across the width of a driveway or patio) to relieve the stresses that build up in concrete.

REPAIR: Seal the crack with an elastomeric caulking compound.

d. **Crazing Cracks.** Very fine random cracks usually 1/8" deep or less. Also called pattern or map cracking, these cracks appear at 1/2 to 1 1/2 inch intervals leaving the concrete surface with the appearance of a busy road map. This is another type of cosmetic defect that does not affect the strength of concrete.

REPAIR: None recommended.

2. SURFACE DEFECTS

a. Dusting. Chalking or powdering at the surface of the concrete, or concrete that is easily scratched, is dusting. Dusting is caused by finishing concrete before all of the bleed water has evaporated, by insufficient or no curing or by improper ventilation causing the concrete surface to oxidize.

REPAIR: a. Dilute acid etch* followed by a thorough wash with water and then a surface hardener or sealer should stop concrete from further dusting.
b. Scaling. Flaking and peeling of the concrete surface from freezing and thawing or from deicers is called scaling. Beginning in small patches, scaling can extend over large areas, and is most common in concretes that are saturated.

REPAIR: If possible, apply a good quality sealer to the concrete as soon as any scaling is first noticed. Provided that no deicers are applied, a sealer should stop the scaling. The concrete should be dry before applying the sealer. Linseed oil is a practical deterrent to further scaling. Patching compounds, especially on minor scaling, will probably not bond well, or look good enough to justify using them.

c. Spalling. Large and very deep scaling, that is, chunks of concrete that break out of the slab, is called spalling. Spalling sometimes occur at joints.

d. Popouts. Pieces of porous aggregate near the surface of the concrete expand and cause the concrete over and near it to "pop out." Sometimes it takes a year or two for the pop-outs to occur, or they may occur at an early age. Popouts are cosmetic defects that do not affect the strength of life of the concrete.

REPAIR: The broken areas should be removed, the edges squared up and the Concrete patched. A variety of patching compounds are available, including: ordinary portland cement concrete or mortar mixes; latex or polymer modified concretes and expansive cement mixes. Usually cement can be blended in to match the color of the original concrete.

e. Discoloration. Surface streaks, darkening or stains in concretes are caused by a variety of reasons. Some chemicals such as form release or curing compounds can cause discolorations when used improperly. Clay balls or other foreign materials or dirt in or on the concrete can appear on the surface. Efflorescence, the migration of certain chemicals to the concrete surface, can also cause discolorations.

REPAIR: If a good, hard scrubbing with a commercial soap and water does not improve the discoloration, test a small area with a dilute acid etch* which should improve the appearance of most discoloration.

f. Honeycombing. Empty "pockets" or irregular holes in walls or other vertical surfaces is called honeycombing. Cause by segregation, a too dry mix, and lack of vibration of a given area. Honeycombing is usually easily repaired.

REPAIR: Dry pack the hole(s) with a mixture of cement, or cement and sand, and just barely enough water to hold the mix together. Expansive or fast-setting cement mixes are possible repair choices.

g. Moisture. Moisture on basement walls or floors is a frequent problem. Two possible conditions exist: condensation is when warm, moist air in the house contact the usually cold concrete and water condenses, or "dews" on the concrete surface. Capillary action is when the water moves through the concrete into the house.

REPAIR: First determine if the problem is condensation or not. Tape a small square piece of foil (or plastic) very securely all the way around the edges to the area in question. In a basement, try several pieces in different areas, including areas that do not appear to have a problem. If, in a day or two, there is moisture on the outside of the foil, then the problem is condensation. If there is water under the foil, then the water is moving through the concrete. Condensation can be reduced by using a dehumidifier and increasing the ventilation in the problem area. Insulating the problem area should also help to reduce condensation. Water coming through the basement walls can usually be stopped by regrading the exterior to carry water away from the house and using a "waterproof" concrete paint or sealer on the concrete. Such a coating may be used on basement floors, but more than often the installation of a sump pump and drainage tiles is required if water is present in the subgrade under the slab.

** Take all necessary safety precautions (wear gloves, goggles, etc.) when using any acids or chemical. Consult the supplier for a Material Safety Data Sheet before using any caustic materials.

14. **LIMITED WARRANTY:**

Read and familiarize yourself with all aspects of this warranty. If a problem occurs, read and see if it is covered and by whom.

15. **TROUBLE SHOOTING:**

A. **Moisture** - There will be considerable moisture in the home for the first year. This is due to the products used in the construction curing-out. It is advisable to run a dehumidifier all year. If moisture continues to appear on the windows, especially in the winter months, you may have to open the window and storm window to ventilate the

home. Excess moisture can damage and turn the window frame black.
REMINDER: ALWAYS RUN FANS AND VENT DRYER TO THE OUTSIDE.
REMOVE ALL SCREENS FROM CASEMENT WINDOWS IN WINTER FOR
AIR MOVEMENT AND TO AVOID CONDENSATION.
If you have air conditioning, turn the fan on for awhile for more air movement.

- B. **Settling** - You can expect settling around the perimeter of the home as well as the sewer/water laterals. It is up to the home owner to maintain this. Top dress all settling in the lawn. Pack sand and dirt under driveways and walks.
- C. **Concrete Cracks** - Cracks are inevitable and are not under warranty unless wider than 1/4" and raised more than 3/16". Caulking with concrete repair caulk will cosmetically take care of this.
- D. **Floor Squeaks** - Squeaks are very common and the contractor will take care of this. This is caused by the lumber drying and the placement of heavy furniture. Do not be alarmed by this.

14. **HELPFUL HINTS: (Owners responsibility)**

- A. **Carpet** - Vacuum frequently with a vacuum that has a good beater brush. Keep a supply of stain remover on hand, such as "Tech De-Sol It", for accidents.
- B. **Vinyl** - The vinyl floors are usually the "no-wax" type and need only hot water and a mild cleaning solution. To clean tough marks, such as shoe scuffs, use pure alcohol. You can also use baking soda or "Goo-Gone".
- C. **Fiberglass Modules** - Clean and use car wax on them. A product called "Gel-Gloss" is a cleaner and wax in one. Waxing holds down the residue from soap. Do NOT use on the bottom of the tub.
- D. **Formica/Porcelain Sinks** - Use a mild solution of cleaners, nothing with any grit in it. No "Soft-Scrub"
- E. **Wood Floors** - Wash with warm water only.
- F. **Exterior Siding** - If the exterior is aluminum or vinyl, it can be cleaned with soap and water.
- G. **Wood Products** - Paint or stain as needed. Products like redwood will bleed for approximately one year until dried out. Keep touching up these areas.
- H. **Patio Door Track** - Wax paper on the track rail of the screen door patio slider will polish it and make it run easier.

15. **AREAS NOT COVERED UNDER LIMITED WARRANTY**

- A. Settling or damage caused by settling of earth around home.
- B. Maintenance Items - Caulking, painting, etc.
- C. Landscaping
- D. Insulcrete
- E. Cathedral Ceiling Cracks due to drying/settling.

ENJOY YOUR NEW HOME!

THE ULTIMATE CONSTRUCTION TEAM!

ULTIMATE CONSTRUCTION INC. OF COTTAGE GROVE SUB-CONTRACTOR LIST

Surveyor	Arrow Land Surveying	Kevin	849-8116
Foundation	F&M Concrete	Mike	712-7531
Flat Work (Concrete)	D&M Concrete	Dan	831-0444
Plumbing	L.T. Plumbing	Mike	235-8874
Heating/Cooling	Wohlers Heating	Dan	249-3407
Electrical	Foley Electric	Steve	608-365-9390
Framing	Ultimate Construction	Scott	825-4633
Insulation	Rockweiler Insulation	Gary	845-7624
Drywall	Hometown Drywall		608-795-4660
Painting	Paint Authority	Paul	222-2295
Siding	James Fletcher Construction		513-0547
Roofing	Matt Simmons	Matt	920-723-0695
Garage Doors	Northland Door	Russell	251-3627
Gutters	AAA Seamless Gutters	Bert	608-455-1063
Finish Work	Ultimate Construction	Scott	825-4633
Cabinetry	Chase Lumber	Dan	839-4524
Floor Coverings	Drexel	Heidi	221-3371
Hardwood/Tile	Everlast Flooring	Kara	839-1792
Lumber (Rough)	Chase Lumber	Tim	839-4524
Appliances	American T.V.	Micki	271-1000
Appliances	Main Appliance & TV	Greg	221-7860
Masonry	Neller Masonry	Kevin	608-848-7755
Hardwood Floors	Burke Wood Floors	Rob	839-4934
Light Fixtures	Madison Lighting	Dave	271-6911
Landscaping	D&S Construction	Dave	839-3141

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COTTAGE GROVE, WI 53527
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1 YEAR INSPECTION SHEET

Address:

City:

Owner(s):

Closing Date:

Home Phone:

Cell Phone:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____
- 11. _____
- 12. _____
- 13. _____
- 14. _____
- 15. _____

_____ Date

_____ Date



“The Pinnacle in Home Building”

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608-825-4633

saf@ultimate-construction.com

NOTICE, DISCLOSURE and DISCLAIMER

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What Homeowners Should Know about Mold

Mold: Lately, mold has been in the news. 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 your home. Most homeowners are familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile.

In order to grow, mold requires a food source. This might be supplied by items found in the home, such as fabric, carpet or even wallpaper, or by building materials, such as drywall, wood and insulation, to name a few. Also, mold growth requires a temperate climate. The best growth occurs at temperatures between 40* F and 100* F. Finally, mold growth requires moisture. Moisture is the only mold growth factor that can be controlled in a residential setting. By minimizing moisture, a homeowner can reduce or eliminate mold growth.

Moisture in the home can have many causes. Spills, leaks, overflows, condensation, and high humidity are common sources of home moisture. Good housekeeping and home maintenance practices are essential in the effort to prevent or eliminate mold growth. If moisture is allowed to remain on the growth medium, mold can develop within 24 to 48 hours.

Consequences of Mold: All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common side 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 serious symptoms and diseases which may even be life threatening. 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. The center for Disease Control states that a casual link between the presence of toxic mold and serious health conditions has not been proven.

What the Homeowner can Do: The homeowner can take positive steps to reduce or eliminate the occurrence of mold growth in the home, and thereby minimize any possible adverse effects that may be caused by mold. These steps include the following:

- 1.) Before bringing items into the home, check for signs of mold. Potted plants (roots and soil), furnishings, or stored clothing and bedding material, as well as many other household goods, could already contain, mold growth.
- 2.) Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating or preventing mold growth.
- 3.) 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, or by running the air conditioning to remove excess moisture from the air, and to facilitate evaporation of water from wet surfaces.

- 4.) Promptly clean up spills, condensation and other sources of moisture. Thoroughly dry any wet surfaces or material. Do not let water pool or stand in your home. Promptly replace any materials that cannot be thoroughly dried, such as drywall or insulation.
- 5.) Inspect for leaks on a regular basis. Look for discolorations or wet spots. Repair any leaks promptly. Inspect condensation pans (refrigerators and air conditioners) for mold growth. Take notice of musty odors, and any visible signs of mold.
- 6.) Should mold develop, thoroughly clean the affected area with a mild solution of 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. Should the mold growth be severe, call on services of a qualified professional cleaner.

Disclaimer and Waiver

Whether or not you as a homeowner experience mold growth depends largely on how you manage and maintain your home. Our responsibility as a homebuilder must be limited to things that we can control. As explained in our written warranty, provided by separate instrument, we will repair or replace defects in our construction (defects defined as a failure to comply with reasonable standards of residential construction) for a period of 1 year. We, the builder, will not be responsible for any damages caused by mold, or by some other agent, that may be associated with defects in our construction, to include but not be limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects. Any implied warranties, including an implied warranty of workmanlike construction, an implied warranty of habitability, or an implied warranty of fitness for a particular use, are hereby waived and disclaimed.

This notice, disclosure and disclaimer agreement is hereby appended to and made a part of the contract of sale. The consideration for this agreement shall be the same consideration as stated in the contract of sale. Should any term or provision of this agreement be ruled invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement shall nonetheless stand in full force and effect.

I acknowledge receipt of the notice, disclosure and disclaimer agreement. I have carefully read and reviewed its terms, and I agree to its provisions.

BUYER	DATE	SELLER	DATE
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BUYER	DATE	SELLER	DATE
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Confidentiality Agreement

During the building and/or remodeling of such projects, (Ultimate Construction Inc and Warrantor) may have access to information concerning the methodologies and business practices of the other. Neither party shall make any use of such information of the other party except in connection with the rights and responsibilities under this Agreement.

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RELEASE FORM

I, the undersigned, hereby grant to Ultimate Construction Inc. of Cottage Grove the right to use, copyright and publish any photographs, films, tapes and recordings taken or made in connection with the (building) production of any advertising (i.e., web site, literature, newspaper ads) for Ultimate Construction Inc. of Cottage Grove for purposes which include the broadcast, sale promotion and advertising of such materials.

I hereby waive any approval rights for the editing or selection of these and accompanying materials, and release and discharge Ultimate Construction Inc. of Cottage Grove from any and all liability or claims arising out of or in connection with the above materials and uses.

I represent that I am of full legal age.

Customer Signature

Printed Name

Date