ADDENDUM "G"

KAEREK HOMES, INC.

QMS HOME BUILDING SPECIFICATIONS

These specifications become a part of the contract to purchase a home at:

X _____

by and between Kaerek Homes, Inc. and the signatories below.

These specifications and attached Addendum "1" are intended to describe labor and materials, and disclose additional information pertinent to the home construction at the location described above.

The greatest of care has been taken to verify all information contained herein. However, periodic changes in building codes, zoning ordinances, manufactured building products, etc. may supersede facts written in these specifications. Any construction changes will be code compliant and per current Metropolitan Builders Association construction industry standards. Any manufactured material changes will be of equal quality and value.

These specifications and Addendum "I" have been examined and approved this

X _____ day of _____, 20____.

X By: _____ **Buyer**

X By: _____ **Buyer**

KAEREK HOMES, INC.

By: _____

Michael J. Kaerek, President

BUILDING SPECIFICATIONS EFFECTIVE October 20, 2026

TABLE OF CONTENTS

General Information	3	Painting & Staining	12
Industry Standards	3	Flooring	13-14
Verbal Agreements	3	Millwork	14
Warranty	3	Staircase	14
Addendum "1", Mold Disclosure	4-6	Cabinetry	14-15
Buyers Assumption of Risk	7	Finish Carpentry	15
Plans	8	Exterior Porch Posts	15
Footings	8	Fireplace	15
Foundations	8	Lighting	15
Rough Lumber	8	Garage Doors	15
Rough Carpentry	8	Countertops	16
Roofing	8-9	Appliances	16
Skylights	9	Gutters & Downspouts	16
Radon Mitigation	9	Mirrors	17
Windows	9	Hardware	17
Patio Doors	9	Locks, Keying, & Buyer Access	17
Exterior Doors	9	Cleanup	17
Weather Stripping & Caulking	9	Exterior Concrete Package	17
Heating	10	Well Pump, Hook-up and Wiring	17
Plumbing	10		
Electric	11		
Flatwork	11		
Basement Stairs	11		
Siding	11		
Insulation	11-12		
Drywall	12		

GENERAL INFORMATION

In addition to the standard specification, construction features and/or options that are listed on a home spec sales flyer or sales contract, all work is to be done in a workmanlike manner in accordance with plans, specifications, State of Wisconsin Building and Safety Codes and governing local and municipal codes. When a material is referred to by trade name, manufacturer or model number, such reference is for the convenience in establishing the type and quality of material desired and does not give preference to the manufacturer, nor does it limit the use of any other materials which are of similar type and quality. If a substitution is made by Builder, the product must be equal to that specified. The Buyer and Builder will inspect the premises prior to completion. Buyer's occupancy will be permitted only ***AFTER FINAL CLOSING***. The placement of building components, mechanical equipment and mechanical appliances are subject to field adjustment. Actual construction may not conform exactly to the indicated locations on the plan drawings.

A perfect home cannot be built by any contractor. Because of a wide range of materials used in a new home, materials, and finishes are subject to some degree of imperfections through handling and installation. Minor scratches, dents, or other imperfections in construction materials will occur and are unavoidable. Variations in wood finishes caused by natural variation in wood species will occur. Natural variations in wood are not controllable. Minor and hard to see nicks, scratches, cuts, blemishes, color, and finishing variations are normal. Items such as scratches, nicks, chips, gouges, etc. must be reported to the contractor in writing prior to occupancy, or will become the Buyer's responsibility.

Buyer Initials X X

INDUSTRY STANDARDS

Kaerek Homes, Inc. agrees to complete construction in substantial accordance with the plans and specifications. All work shall be performed in a good and workmanlike manner and shall be of good quality and shall be free from faults and defects in excess of published industry standards as recognized by the Metropolitan Builders Association of Greater Milwaukee.

Kaerek Homes, Inc. shall, during the first year, repair only those defects or damages caused by or to materials supplied or labor performed by Kaerek Homes, Inc. Buyer shall provide Builder a list of any drywall repairs, if necessary, 30 days prior to one (1) year warranty anniversary date. Builder will do drywall repairs only one (1) time during warranty period in the home only, not the garage area. If a well water test states a higher level of nitrates above EPA standards, a reverse osmosis system is recommended to effectively remove nitrates from your drinking water. Other options are an ion exchange system or a distillation system, depending on your needs and budget. An R.O. system, iron curtain, water softener, etc. are the Buyer's responsibility and can be purchased on your own or through Kaerek Homes, Inc.

VERBAL AGREEMENTS

Any and all representations and agreements must be contained within the Construction Agreement and Building Specifications. Please be aware that no validity will be given to any verbal agreements not documented within the Construction Agreement, subsequent amendments, Change Orders or Building Specifications.

Buyer Initials X X

WARRANTY

Kaerek Homes, Inc. agrees to provide Buyer with a standard one (1) year Builder's warranty, effective date of closing. Additional, Exclusive Limited Warranty as outlined in the KHI Warranty Agreement included with these Building Specifications. Interior/Exterior doors that are determined defective **after** Home Completion Report and Closing will be the responsibility of the Buyer to paint/stain, if replacement is deemed necessary.

ADDENDUM 1

Mold Notice, Disclosure and Disclaimer

What Homeowners Should Know about Mold:

Mold

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

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. In addition, 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

Not all molds are necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat and headache. Individuals with suppressed immune systems may risk infections. Some experts contend that mold causes 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. As of the date of this Agreement, the Center for Disease Control has not identified a link between the presence of toxic mold and serious health conditions.

What the Homeowner Can Do:

The homeowner can take positive steps to attempt to reduce or eliminate the possibility of mold growth in the home, and thereby minimize possible adverse effects caused by mold. These steps include the following:

1) Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions or most tile cleaners are usually effective in eliminating or preventing mold growth.

2) 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 in the air and to facilitate evaporation of water from wet surfaces.

3) Promptly clean up spills, condensation and other sources of moisture.

4) 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. 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 the services of a qualified professional cleaner.

7) Consider purchasing a dehumidifier for basement to continuously run with drain hose to floor drain.

WARNING:
Energy efficiency in this home is achieved by construction methods that reduce air infiltration and air changes per hour.

INDOOR AIR QUALITY, MOISTURE & MOLD
This may result in a concentration of water vapor from cooking, showering, etc., which, at excessive levels, can cause deterioration of building materials, damage to property and/or irritant effects, including, but not limited to, airborne contaminants arising from growth of mold, mildew and/or health hazards. Likewise, concentration of radon or chemical compounds released from soil, household furnishings, personal possessions and building materials may, at excessive levels, cause deterioration of building materials, damage to property, irritant effects and/or other health hazards. Because mold occurs naturally in the environment, the homebuilder cannot eliminate the possibility that mold and other fungi may grow in your home - either during construction or after construction is completed. Buyer can help to minimize potential adverse effects by proper utilization and maintenance of ventilation fans and/or other ventilation devices installed by the Builder and by opening doors and windows to increase ventilation.

DISCLAIMER & RELEASE OF CLAIMS

Buyer hereby acknowledges that Buyer has been informed of the health and property damage risks outlined above, and Buyer agrees to assume all responsibility for said risks of damage or injury relating to the methods of construction. Buyer also acknowledges and agrees that Contractor shall not be liable for any damages caused by mold, or any other fungus or agent, that may be associated with alleged defects in construction, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effects, or any other effects.

BUYER HEREBY FULLY, FINALLY AND FOREVER RELEASES AND DISCHARGES BUILDER, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS AND AGENTS FROM AND AGAINST ALL CLAIMS, LIABILITIES, EXPENSES, DAMAGES WHATSOEVER, WHETHER NOW KNOWN OR HEREAFTER

KNOWN, WHICH BUYER OR ITS ASSIGNS MAY HEREAFTER HAVE AGAINST BUILDER, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS AND AGENTS, IN ANY WAY RELATING TO INDOOR AIR QUALITY, MOISTURE OR MOLD. BUILDER MAKES NO EXPRESSION OR IMPLIED WARRANTY OF HABITABILITY,

FITNESS OR GOOD WORKMANSHIP AS TO ALL BUILDING MATERIALS AND/OR CONSTRUCTION METHODS WITH REGARD TO INDOOR AIR QUALITY, MOISTURE OR MOLD.

DISCLAIMER & WAIVER

In order to prevent mold growth in a home, it is entirely up to the homeowner to properly manage and maintain the home. Because mold occurs naturally in the environment, the homebuilder cannot eliminate the possibility that mold and other fungi may grow in your home both during construction and after construction is completed. The Contractor shall not be liable for any damages caused by mold, or any other fungus or agent, that may be associated with alleged defects in construction, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effects, or any other effects. Implied warranties, including the implied warranty of workmanlike construction, the implied warranty of habitability, and the implied warranty of fitness for a particular use, do not apply to the prevention of mold or any other fungal growth.

The Buyer hereby waives all claims and causes of action against the Contractor in connection with mold or any other fungal growth, and any and all direct or indirect damages related thereto.

This Addendum is an essential part of the Construction Agreement, and the consideration for this disclaimer and waiver shall be the same consideration as stated in the Agreement. Should any term or provision of this Addendum be ruled invalid or unenforceable by a court of competent jurisdiction, the remainder of this Addendum shall nonetheless remain in full force and effect.

The undersigned acknowledges receipt of this Addendum. The undersigned has carefully read and reviewed its contents, and agrees to its provisions.

X BUYER(S): _____ CONTRACTOR: _____

Michael J. Kaerek, President
Kaerek Homes, Inc.

X _____

X DATE: _____ DATE: _____

BUYERS ASSUMPTION OF RISK

Buyers are not allowed to enter a jobsite during normal business hours unless accompanied by their sales agent.

In the event Buyer chooses to enter the worksite for any reason, including but not limited to inspection, Buyer expressly recognizes that Buyer is assuming any and all risk of personal or property injury. Kaerek Homes, Inc. does not guarantee Buyer's safety and shall not be responsible for any injury to the person or property of the Buyer while on the worksite.

In the evert Buyer requests, invites or directs third parties not under the supervision of Kaerek Homes, Inc. onto the work site for any reason, including, but not limited to performing work, Kaerek Homes, Inc. does not guarantee third party's safety and shall not be responsible for any injury to the person or property of the third parties while on the worksite. Buyer hereby agrees to indemnify and defend Kaerek Homes, Inc. from all claims, losses, injuries, or damages brought or made by the Buyer or third parties who enter the work site at Buyer's request, invitation or direction, occurring or arising on or about the worksite.

The term "worksite" includes but is not limited to the home itself and the lot upon which Kaerek Homes, Inc. is constructing the home and any surrounding lands affected, disturbed, or impacted by the construction activities.

You are receiving construction key(s) to the worksite. **NOTE:** Construction locks will be changed upon carpet install. Buyers **will not**, under any circumstances be allowed in the property once locks change. Door codes and home keys are released to Buyers upon home closing. Construction keys **MUST** be returned at closing or immediately upon Kaerek Homes, Inc. request!

KAEREK HOMES, INC.

BY: _____
Michael J. Kaerek, President

DATE: _____

X _____
BUYER

X _____
BUYER

X DATE: _____

PLANS

Plan Policy: Kaerek Homes, Inc. provides skilled, professional drawings - complete with working floor plans for every home. Buyer to receive copy of plans upon request.

FOOTINGS

House footings shall be a minimum of 22" wide x 8" deep based on 10" poured concrete wall. Drain tile interior and exterior consists of CertainTeed Brand Form-A-Drain system or Drainage Industries Forma-Corr system. The exterior house wall drain tile system is backfilled with 12" washed stone per state code. Garage and Porch footings shall be a minimum of 20" wide x 8" deep based on 8" poured concrete wall. Column pad dimensions are engineered per plan. Note: Footings & column pads may vary depending on model and soil condition. Chimney and fireplace pads, if required, shall be sizes shown on the plans. Additional labor or materials necessary due to site conditions (extra footings or gravel, reinforcing, piers, etc.) will be charged per contract.

FOUNDATIONS

Poured Concrete Wall is standard. Foundation wall shall be 10" x 8' form poured concrete. Garage wall to be 8" x 4' depth. Exterior front porch supported by 8" x 3'-4" concrete wall. All poured walls shall be reinforced and insulated to comply with Wisconsin Uniform Dwelling Code. Steel girders, columns, lintels and other supporting beams will be of sizes and weights and placed according to structural requirements or code.

ROUGH LUMBER

Canadian spruce, pine/fir dimensional lumber shall be used, standard grade (#2) or better. Studs are S.P.F. Kiln Dried standard grade or better. Floor joists will be an engineered floor joist system. All headers shall be built to comply with code. Engineered wood product headers will be used as required. **Subfloor will consist of Durastrand - Oriented Strand Board (OSB) 23/32 of an inch thick tongue & groove glued, nailed and screwed to floor joists.** Sheathing materials will be as follows:

Garage walls and all gables: 7/16" O.S.B.
Roof: 15/32" OSB
Soffit and fascia will be aluminum
Bridging, corner bracing, nailing, blocking, furring to be according to standard building practices
House walls 7/16" OSB sheathing & floor joists are I joists per plan.

ROUGH CARPENTRY

The rough carpentry contractor will be responsible for the installation of all floor framing, exterior wall framing and sheathing, Tyvek wrap, interior partition framing, roof framing and sheathing, ceiling framing, rough porch posts, job built stairs, exterior door frames, pocket door frames, drop ceilings over kitchen cabinets (if included). **House exterior walls shall be constructed using 2 x 6 studs 16" on center, interior and garage walls 2 x 4 studs 16" on center, floor joists, floor trusses if used, and roof trusses sized and spaced per engineered layout.**

ROOFING

Roof to be 30 year warranted dimensional shingle, GAF or equal, over synthetic underlayment and installed in accordance with manufacturer's specifications. **Standard aluminum or vinyl roof vents and/or ridge vents** spaced as required per

code. Ice and water shield included in all valleys and fireplace chases. Within a roofing dye lot, there may be slight variation of color. Seal down shingles require heat from the sun to cause their sealing, so some warm weather is required to affect the full seal. Wind damage of shingles would be handled as an insurance claim with the Buyer's insurance company. All projections through the roof such as vent pipes, flues, and chimney are flashed.
Roof shingles are installed per manufacturer industry standards and building code requirements. Shingles can appear lighter than others on a roof due to light reflection variation factors such as a difference in shingle texture, surface variations, shading from surrounding shingles, the angle of the sun, and manufacturing process. Darker colors are prone to noticeable shading differences. Some shingles may simply catch more light than others depending on their position and orientation on the roof. Color variations in shingles is not a defect.
Aesthetically, a wavy roof appearance can be due to damp or humid weather conditions which influence the sealing time of asphalt shingles. Newly installed shingles take time to seal and lay flat. Warm temperatures and direct sunlight are ideal for activating the adhesive. Direct sunlight exposure speeds up the sealing process to level out and bond shingles. Shaded roofs may take longer to seal due to the lack of direct sunlight exposure. A wavy roof appearance is not a defect and will resolve itself over time.

SKYLIGHTS

If skylights are on the plan, they will be a stationary type with nominal standard sizes of 22" x 23" or 22" x 47" double insulated manufactured by Velux.

RADON MITIGATION

All Kaerek Homes, Inc. started will have an active radon mitigation system installed. Location determined by builder. Testing is not provided by the builder.

WINDOWS

Vinyl Single Hung insulated glass with Low E coating.
NOTE: Grids match window color. Window grids are standard on front elevations only.

PATIO DOORS (IF SHOWN ON PLAN)

A Lindsey or Quaker vinyl patio door with sliding screen and thermopane windows will be used as required on plan.

EXTERIOR DOORS

Main entrance door shall be fiberglass insulated (style per plan) hung in pre-weather stripped primed door frame and aluminum sill with adjustable cap.
Sidelites, if applicable, will be direct-set with tempered insulated glass – no storm panel.
Door from garage to home will be smooth fiberglass or metal door depending on availability.

WEATHER STRIPPING AND CAULK

All windows and doors to be pre-weather-stripped by the manufacturer. Main entrance door to living room area to have a threshold and weather-stripping. All exterior door and window frames set in masonry and/or in other areas where siding abuts other materials, shall be caulked. Where siding meets other materials, caulking or moulding will be applied by Builder.

HEATING

The home shall include a standard **Armstrong High Efficiency** gas forced air furnace or equal and **Armstrong** or equal central air system with low returns. **(See Attachment 7-A on heating homes during winter construction.)** The heating contractor will design and install all supply and return air ducts. The heating system will be sufficient to heat all parts of the house and installed per code requirements. Electric wiring of the furnace will be done by the electrician, and gas piping will be done by the plumber. Registers will be baseboard type or floor diffusers, or ceiling diffusers in some models. A balancing damper will be provided on all main supply runs. When building on Buyer's lot, Buyer is required to make application and pay for electric service and natural gas service or LP tank. Vented bath fans are included in all bathrooms. Outside vented kitchen ceiling exhaust fan is included. Dryer vent piping is standard. Note: Dryer vent may require new dryer capable of forcing exhaust out of dryer exhaust run.

PLUMBING

All plumbing is done in compliance with building codes. Choice of gas or electric piping is standard for range and dryer. Pex piping supply lines feed each fixture. Water supply and drain lines receive an air pressure test. Shut off valves are included on sinks and toilets. Two hose bibs, one in front and one in the rear are included. **A Rheem or equal 50 gallon Gas Water Heater is included at Builder's Discretion. Standard color for all plumbing fixtures is white. (REFERENCE HIGHLITED FEATURES SHEETS FOR SIGNATURE OR ELITE SERIES HOMES).**

Plumbing fixtures to be as follows:

KITCHEN:
Sink - Stainless double equal/offset/single bowl
Faucet - Kohler or Moen
Garbage disposal, Badger I 1/3 horsepower
Space Saver Microwave & Dishwasher - (Stainless) GE models available
Water line to refrigerator included

POWDER ROOM:
Sink - Undermount furnished by countertop supplier or pedestal sink (if applicable)
Faucet - Kohler or Moen
Toilet - Elongated bowl

MASTER BATH:
Sink - Undermount furnished by countertop supplier
Faucet - Kohler or Moen
Toilet - Elongated bowl
Shower - Ceramic Tile Shower
Shower Faucet - Kohler or Moen

FAMILY BATH:
Sink -Undermount sink furnished by countertop supplier
Faucet - Kohler or Moen
Toilet - Elongated bowl
Bathtub - Sterling Ensemble Medley or Traverse
Tub/Shower Faucet - Kohler or Moen

LAUNDRY
Gray box included in Specs. Some Specs may have a Laundry Tub if noted on the plan.
Waterline for Steam Dryers is standard.

ELECTRIC

House shall be wired with Romex. All switches, receptacles and plates to be white. Ground-fault circuit breakers are provided for shock hazard protection as required by code. The house shall be equipped with a **240/120 Equal 200 Amp 24 breaker circuit breaker box, 10,000 Amperage Interrupting Current (A.I.C.), and all electric service is installed in conduit. Gas to range & dryer areas is standard.** A base structured wiring package and the following specialty outlets are standard: furnace, sump, structured phone/cable wiring, two (2) exterior waterproof outlets and bath fans. **All electrical devices are U.L. listed.** Interconnected electric operated smoke detectors as required by code. Doorbell included at Entry Door.
Included in all homes are recessed lights - per plan, garage door opener wiring with garage door opener, ceiling fan outlet in living room per plan, ceiling lights in all bedrooms and a Structured wiring package with television smurf-tube and recessed electrical outlet above fireplace.
Please Note: Buyer may not add or modify any electrical components during home construction. All requests for electrical additions or modifications during home construction must go through the Builder for installation.

FLATWORK

Basement floor shall be 3" concrete over 4" stone fill smooth steel troweled, including 4 mil vapor barrier on basement floor only. Garage floor shall be 4" concrete over 4" stone fill pitched to garage opening. Wood step as per plan.
Builder shall not be responsible for cracks or low spots that may occur in the basement and garage floors that are within industry standards.
Basement flatwork will have variations and cannot be poured level or smooth. Homeowners that plan to finish their basement are responsible to level flatwork especially when finishing with LVP, wood or masonite flooring. Builder is not liable to level the floor.

_____ **Buyer Initials**

BASEMENT STAIRS

Basement stairs will have closed risers. Plans with basement door at the bottom of the stairs: risers shall be #2 pine, stair treads shall be 1-1/16" particle board, stairwell will be drywalled (basement side to remain unfinished), stair stringer is 2x12 fir, handrail is finished and stairs will be carpeted. Plans with basement door at the top of the stairs: risers shall be #2 pine, stair treads shall be 1-1/16" pine, stairwell will be drywalled (basement side to remain unfinished), handrail is unfinished and stairs will NOT be carpeted. All winders and landings are plywood.

SIDING

Standard siding is *Vinyl Siding (.042 or greater) hollow back with matching color vinyl corner posts. Aluminum soffit and fascia. 6" Smart Trim corner boards and window wraps are standard on the front of home.

- *Vinyl Siding can expand and contract due to change in temperature, which can cause weaving and buckling when exposed to heat. Vinyl siding is installed with "J" channels to allow for proper movement during expansion and contraction. This characteristic is inherent in the material and is within industry standards, therefore not warranted by Kaerek Homes, Inc.

INSULATION

The house shall be insulated as follows:
Exterior walls: R-19 fiberglass batts - 7/16" OSB sheathing
Flat ceilings: R-50 blown insulation (where space allows)
Vaulted ceiling: R-21 - R-38 Minimum (determined by rafter space)

Basement box sills: 2" closed cell spray foam
All Exterior Walls and Attic ceilings shall have a vapor barrier per code.
All outlets, doors and windows will be insulated per industry standards. Attic ventilation tubes will be installed per code.

DRYWALL

1/2" thick drywall board will be used throughout entire house except in truss areas which will be 5/8" thick drywall. Drywall boards will be fastened with nails and drywall screws. All living area drywall will be finished with tape coat first and second coat per manufacturer's instructions. All living space drywall will have knockdown texture type finish.
Since living area drywall are finish materials, repairs will be slightly visible due to a color or texture mismatch after they have been made. The contractor will attempt to match the repair texture as closely as possible but the exact match will be impossible to achieve. A perfect match between original and repair cannot be expected.
The garage is a non-living, **unconditioned** area. Only garage firewall and ceiling needing fire coating protection per building codes will be **untextured** and taped only. Builder reserves the right to thin coat plaster at their discretion. Garage drywall is **not** painted. No warranty applies to garage drywall. Repairs cannot be expected. Cosmetic imperfections are to be expected. The garage is not finished living space. Garage drywall touch-ups are not applicable to service warranty requests.

PAINTING AND STAINING OPTIONS

BASE PRICE INCLUDES INTERIOR AND EXTERIOR PAINTING AND STAINING.
Exterior painting: One coat exterior paint where required on soffit, fascia, exterior front entrance door, columns and/or railings with two color maximum.
Interior painting: Interior walls only **(no ceilings)** painted with one coat of neutral paint applied by roller. Ceilings are left in drywall spray condition in standard Extra White.
Interior trim is painted on-site. Mantel and stair parts are painted or stained on-site. Builder cannot guarantee identical matches in color on different woods due to differences in species, grains, absorption and moisture content of different materials.

Touch-Up Paint Disclaimer: Touch-up painting will be performed to the extent possible; as an exact match to the existing paint cannot be guaranteed to due to variations in paint aging, texture, and application methods. Buyer acknowledges and accepts that touch-up areas may be visible under certain lighting conditions or from certain angles.

Applicable only if specified on the Construction Agreement or Change Order that painting and staining is to be completed by Buyer. All specified painting and staining shall be applied per paint manufacturer's specifications. **It is strongly recommended that all Buyer painting and staining be done after occupancy permit is granted. If Buyer wishes to paint or stain during construction period, Buyer must fully cooperate with Kaerek Homes, Inc. construction supervisor or tradesperson. Staining of materials must be done on site. Materials are not allowed to be removed from home. Builder is not responsible for warping, discoloration, cracking or peeling of unprotected surfaces. Under no circumstance will construction schedule be altered or delayed to allow for Buyer painting and staining. Buyer is responsible for any and all stained materials which, for any reason, cannot be used on-site. Buyer is responsible for touchup and repainting work after normal drywall repairs or other warranty work in the future.**

FLOORING

Silver Series Laminate/Vinyl Plank (Signature) or Gold Laminate/Vinyl Plank or Bronze Series Engineered Hardwood (Elite) is included per plan. Upgrades from standard selections can be made in the showroom.

Standard/QMS Series Ceramic Tile flooring (Signature) or Silver Series Ceramic Tile (Elite) is included in all baths, laundry and mudrooms. Upgrades from standard selections can be made in showroom.

Standard Series Carpet (Signature) or Silver Series Carpet (Elite) is included in areas specified per plan. Upgrades from standard selections can be made in the showroom. Standard flooring credits will be applied to all upgrades made in the Kaerek Homes, Inc. showroom.

Ceramic Tile Standards

1) Lippage: Lippage is to be expected with glazed tile. Tiles are clay backed, glazed and fired in a kiln so inherent warpage is always a factor. With a 12x12 tile a tolerance of 1/ 8 of an inch plus the tile manufacturer's variance is acceptable. This lippage can be exaggerated as the size of the tiles increase.

   Often decorative accents or patterns are added to the shower by the Buyer. The combination of tile and mosaic heights may not be exactly the same. This should be considered at the selection process. This height difference will not be corrected in the field.

2) Grout Joints: Grout joints can vary in the field tile due to irregularity in tile, substrate imperfections, pitch of floors and tolerances. Choosing a high contrast grout/tile combination will magnify these inconsistencies. Choosing a grout that will blend with the tile is highly recommended.

   The joints on the bull nose are off set to minimize the likely difference in size between the field tile and bullnose. The coordinating bullnose are most often manufactured in a different location with no regard to dye lot or size. They are intended to coordinate but not guaranteed to be a perfect match to the field tile.

3) **Level/Square**: Discrepancies in framing cannot always be corrected by the tile installation. If a wall, ceiling or jamb is not square and level these discrepancies will be enhanced by the nature of the grid pattern in tile.

4) Caulk: Showers, tubs and splashes will be caulked with a silicone caulk in a coordinating color to the grout. The caulk is not guaranteed to match exactly to the grout. The silicone caulk must be maintained by the Buyer. The caulk should be redone when it separates from the tile surface. The integrity of the caulk is imperative to the performance of the tile.

5) **Natural Products**: Stone, marble, slate and pebbles are natural products. The uniqueness from piece to piece must be embraced. No two pieces will be alike thus variances are not defects. Natural products are porous and must be sealed regularly. **This is the Buyer's responsibility.**

6) Maintenance: Grout cracking and caulk separating due to natural settling and shrinking of the home or wear and tear is to be expected. This is a maintenance item for the Buyer.

   Discoloration from use (shampoo, soap, cleaning products, minerals in water) and/or mold and mildew on tile, natural stone and grout is a maintenance item not a warranty item.

Damage can occur to tiles due to abuse (dropping heavy object, stiletto heels, dragging furniture etc.). Damage caused by abuse is not a warranty item. Expansion joints in concrete are treated with crack isolation prior to install of tile which protects against horizontal movement. Vertical movement of the concrete cannot be controlled or protected against by the tile installer therefore it is not a warranty item. Vertical movement can result in cracking tile and cracking grout.

Buyers are responsible for following proper maintenance and care. Incorrect maintenance is not a warranty item.

7) **Warranty** Repairs: The tile work is warranted against defects outside of the above specifications for 1 year. It is highly suggested the Buyer keep the attic stock that is left on the job site in case of a needed repair. If no attic stock is available a current dye lot will be ordered for the repair. Dye lots can vary in color, pattern and finish. In the case of a discontinued tile a similar tile in the same price range would be located for the repair. In either case an exact match will not be possible. In addition, the specified grout color from the original installation will be used for the repair but will not be guaranteed to match existing grout. No reasonable repair will restore the floor to a new, unused condition.

MILLWORK

Interior doors are Primed Raised or Flat Panel set in pre-hung jambs. Painted trim package consists of painted 5-1/4"& 3-1/2" MDF base & casing. All closets will be jambed and have satin nickel or white wire shelving. Shelving layout per plan. Entry door from garage to house will be smooth fiberglass or metal, depending on availability; set in pre-weather-stripped primed door frame and aluminum sill with adjustable cap. Note that interior closet casing will be 2-1/4" MDF, pine or other wood.

STAIRCASE FIRST TO SECOND FLOOR (If applicable)

All main stairs will have MDF mock stringer boards placed between edge of stair tread and drywall, 1 X 8 - #4 pine risers and particleboard stair treads. Stair stringers will be 2 X 12 spruce, fir or equal material. Standard staircase will include balusters set on curb wall where shown on plan. Standard balusters will be hollow wrought iron, with 4000 or 4075 Box newel post, with handrail style 6012 or 6002, mounted on 1 x 8 MDF veneer cap board. Half-wall as noted per plan.

CABINETRY

Kitchen and vanity cabinets shall be Maple or MDF recessed paneled doors with soft-close hinges, full extension drawers with dovetail construction and soft close glides. Cabinets are pre-finished and include crown moulding were applicable.

EFFECTS OF HUMIDITY AND TEMPERATURE ON WOOD

In any environment wood will release or pick up moisture until it balances with the humidity of the air. Wood will expand as it gains moisture and contract as moisture is lost. Wood does not shrink or swell equally in all directions and it cannot grow in length, only in width. In an uncontrolled environment these fluctuations may permanently affect the material. The wood may not return to its original size and condition. Finished stained or painted wood cabinetry located in high humidity climates is especially susceptible to expansion due to the extra moisture in the air. Wood will absorb this moisture causing it to swell or expand. In low humidity conditions wood will release moisture and shrink or contract in size. In the colder areas of the country, especially in the winter months, cabinetry will shrink from the heat supplied from furnaces and other heating units. As the wood loses moisture

gaps will appear at the joints between the cabinetry parts. This may also expose unfinished areas of cabinet door center panels which may need to be touched up. Doors that shrink in width can be moved into place by adjusting the hinges. Painted doors will also reveal seams at the joints as natural wood movement occurs. As the cabinetry regains its lost moisture under humidification control or during the summer months these gaps will often close and be less noticeable. This movement occurs with all natural wood products.

Proper climate control within an environment can greatly reduce the occurrence of moisture related problems.

The environment of the cabinetry should always be maintained with some type of climate control, even when not occupied. To avoid potential problems we recommend that the cabinetry should be allowed to acclimate to the environment's temperature for 3 days prior to installation. Cabinetry should not be installed too close to or directly facing air vents and radiant heat sources. It is recommended to maintain the relative humidity at 40% to 50% within the temperature range of 65°-75°F. Variations in humidity and temperature will cause expansion and contraction. When changes are minor the dimensional response of the wood will be insignificant. Under normal fluctuations in temperature quality cabinetry will perform and look beautiful for many years. Countryside Cabinets' warranty does not cover damage or other concerns caused by exposure to extremes in temperature or humidity.

*******Cabinet Humidity and Temperature Effects Disclosure was reviewed and understood:** **Buyer Initials** X X

FINISH CARPENTRY

The finish carpentry contractor will be responsible for installation of all millwork, doors and trim, stairs, paneling, and cabinetry.

EXTERIOR PORCH POSTS

Exterior porch materials consist of smart trim, **Per Plan.**

FIREPLACE (IF ON CONTRACT OR CHANGE ORDER)

Standard fireplace, if included in home, is Heatilator NDV4236 Direct Vent or equal gas unit fireplace. Standard facing is stone veneer or stacked stone panels, 6' or 7' wide (if a corner unit), mantle high with standard style stained or painted wood mantle or surround. A flush hearth is standard. (See illustration on plan)

LIGHTING

Standard light packages with matching vanity lights are included. Electrician will hang lighting fixtures. All Buyer supplied fixtures/bulbs must be Underwriter's Laboratories (U.L.) approved. Kaerek Homes, Inc. is not responsible or liable for broken or damaged fixtures or parts when Buyer-supplied. Note: Extra costs may be incurred for fixtures that require more assembly time or if extra support is needed.

GARAGE DOORS

Standard overhead door to be 16' x 8' steel insulated paneled door (no windows) for all homes. Chamberlain Lift Master ½ HP garage door opener with keypad, two remotes and MyQ technology are included.

COUNTERTOPS

Granite or Quartz Countertops in kitchen and Quartz Pre-fab countertops at vanities.

COUNTERTOPS NATURAL STONE MATERIALS ACKNOWLEGEMENT

Natural stone materials are a product of nature, and as such, each slab will have its own unique characteristics from being shaped by intense heat and pressure within the Earth. As such, these materials are subject to inherent variations in color, shade and veining - even within the individual slab - and these natural variations are a hallmark of all natural stone materials that neither impairs their function nor durability in any way. By selecting a natural stone material for the countertops in my home, I am acknowledging and accepting the following regarding the characteristics of my countertop materials and all future warranty claims:

- Mineral characteristics within my natural stone will create visible texture within my slabs – including, but limited to pitting, fissures, dry veins, etc. - and are to be expected in the finished countertops. These mineral variations are **not** product defects and **not** considered warrantable items.
- Variations in color or gloss level from the finishing process, visible seaming or use of epoxy fill compound can occur and are an inherent part of natural stone products. These visual variations are **not** product defects and **not** considered warrantable items.
- Sample items are meant to be representative only of possible coloration and veining and will not be an exact replica of the final product installed in my home. Personal preference in color or color variations from the provided samples to the final installed product are **not** product defects and **not** considered warrantable items.
- In-person selection of specific slabs for production of my countertops is highly recommended by both Kaerek Homes, Inc. and the natural stone material supplier. Should I choose to either select my production slabs digitally or forgo the slab selection process all together (including failing to respond to the invitation to select in a timely manner), personal preference in color or color variations in the final installed product will **not** be considered product defects and **not** considered warrantable items.

A copy of the Countertop Care – Maintenance and Warranty is available for review at any time and I have had my questions regarding the inclusions and exclusions of the warranty on my natural stone materials answered prior to initialing this acknowledgement. I have read the above sections regarding the characteristics of my natural stone material countertops and their warranty. As such I agree **not** to hold the natural stone material supplier or Kaerek Homes, Inc. responsible for these characteristics if later found **not** to be acceptable.

*******Countertop Natural Stone Material Acknowledgement was reviewed and understood:**

X _____ **Buyer Initials**

APPLIANCE OPTIONS

Dishwasher and Space Saver Microwave included in Stainless finish are furnished and installed by Kaerek Homes, Inc. If Buyer furnishes dishwasher and microwave, Buyer must make arrangements for delivery and installation before occupancy can be issued.

GUTTERS AND DOWNSPOUTS

Standard .032; 5" seamless aluminum gutters (not high back). Bracket spacing every 18". Downspouts are 3"x4". Standard colors available for selection at Kaerek Homes, Inc. Design Center. 28 gauge flashing of tin shingles as required along valleys and as a drop edge along dormers or the eaves of the roof. All projections through the roof such as vent pipes, flues and chimney are flashed.

MIRRORS

Mirrors are included in all bathroom vanity locations. Standard plate glass mirrors are 42" high with length corresponding to the length of the vanity top reduced to the nearest ½ foot.

HARDWARE

Standard exterior front door locks will be Schlage electronic keypad with lever style handle in any finish. Standard interior locksets will be lever style handles in any finish. NOTE: Not all finishes are available in all styles.

LOCKS, KEYING AND BUYER ACCESS TO HOUSE

By contract, Kaerek Homes, Inc., has sole and exclusive right to house prior to closing and final payment. It is normal Kaerek Homes, Inc. policy to give Buyer a master construction key which lets Buyer have access to the house to inspect the house at times when Kaerek Homes, Inc. personnel or trades people are not present. Kaerek Homes, Inc. reserves the right to restrict or revoke Buyer's access at any time. Upon substantial completion of the house, Builder will change construction lock to permanent lock. Buyer then will be restricted to access only with Kaerek Homes, Inc. personnel for reasonable inspection periods during normal business hours. Upon closing and final payment, Buyer will receive keys and Builder will grant Buyer occupancy.

CLEANUP

Builder will provide rough cleanup periodically through the construction cycle. Dumpster will be on site from framing period through finish trades. Cleaning crews will clean house and wash all windows prior to occupancy.

EXTERIOR CONCRETE PACKAGE

Building a home requires contractors to cross City sidewalk slabs (if applicable) for property access over the driveway area. Sidewalk slabs may or may not become damaged. If purchasing a concrete package through Kaerek Homes, Inc., slabs will be replaced within the driveway area at the time of concrete pour. Customers that do not purchase a concrete package through Kaerek Homes, Inc., **are responsible** for City sidewalk slab replacement. X _____ **Buyer Initials**

WELL PUMP, HOOK-UP AND WIRING (IF APPLICABLE) X

Builder does not warrant or guarantee compliance with the provisions of the Safe Drinking Water Act or similar laws or ordinances relating to drinking water. Compliance with any such law is Buyer's responsibility. If a well water test states a higher level of nitrates above EPA standards, a reverse osmosis system is recommended to effectively remove nitrates from your drinking water. Other options are an ion exchange system or a distillation system, depending on your needs and budget. An R.O. system, iron curtain, water softener, etc. are the Buyer's responsibility and can be purchased on your own through a water treatment company or through Kaerek Homes, Inc.

January 8th, 2025

HIGHLITED FEATURES IN ELITE SERIES HOMES

- Tier 4 Maple Stained or MDF Painted Cabinets with Deluxe Construction Includes: Soft-Close Doors & Drawers with Full Extension & Dovetail Drawers
- Staggered Height Cabinets with Large Crown Molding Included with Kitchen & Laundry Cabinets
- Cabinet Hardware Included on all Cabinets. Choice of Finish
- Quartz and Granite Countertops Options in Kitchen and Bathrooms
- Bronze Series Engineered Wood or Gold Series Laminate or Vinyl Floors in Foyer, Kitchen, and Dinette.
- Silver Series Large Ceramic Tile in all Tiled Areas. Tile or Shower Pan Floor in Master Shower-Per Plan. Wall Tile in Family Bath with Ensemble Tub
- Ceramic Subway Tile Backsplash Included in Kitchen
- Decorative Listello Tile Included in either the Master Shower or with Kitchen Backsplash
- Silver Series Carpet with 8 lb. Emerald Carpet Pad
- Direct Vent Fireplace Box with Flush or Raised Hearth. Choice of Mantel Surround or Floating Box Mantel. Choice of Real Stone Facing Options
- Per Plan Stair Parts to be a Half-Wall or Box Newel Post with Iron or Square Wood Balustrade
- Primed Raised or Flat Panel Doors. Choice of MDF Base and Casing Profiles
- Decora Rocker Switches
- Ceiling Fan Included in Living Room-Choice of Finish
- Recessed Lighting Package per Individual Plan
- Eva, Triva, Aryls, & Iso Towel Bar and Tissue Holder in all Baths. Choice of Finish
- Beveled Mirrors in all Bathrooms
- Kohler or Moen Kitchen Faucet with Pull-Down Spray. Choice of Finish
- Kohler or Moen Centerset Bath Faucets. Choice of Finish
- Comfort Height Toilets with Elongated Bowls in all Baths (Trip Levers in Any Finish)
- GE Elite Series Dishwasher and Spacesaver Microwave (Vented). Stainless and Slate Finish
- Tray Ceiling in Master Bedroom
- Up to 3 rooms of Ceiling Crown Moulding. Excludes rooms with pitched ceilings
- Simulated Transom Windows Above Windows on Entire 1st Floor with 9' Ceilings
- Windows and Carriage Hardware Included on Overhead Garage Door

KAEREK HOMES, INC.

NEW HOME WARRANTY

AS AN EXCLUSIVE, LIMITED WARRANTY for the new home constructed by **Kaerek Homes, Inc.** ("**KHI**") for : ---------- ---------- ("**Buyer**"). and conditioned upon **KHI's** receipt of full payment from **Buyer** under their contract for construction or purchase of the home. **KHI's** work shall be warranted as follows:

1) **KHI's** work shall meet the construction standards established in the Metropolitan Builders Association Construction Industry Standards ("MBA Standards") for a period of three hundred and sixty five (365) days after an occupancy permit is issued for, or from actual occupancy by **Buyer** of, the home, whichever comes first ("Construction Warranty");

2) The exterior walls, trusses or joists and foundation of the home are further warranted by **KHI** to be free from material structural defects due to deficiencies in labor or material for a period of ten (10) years from the date the Construction Warranty period begins ("Structural Warranty"); and

3) To the extent manufacturers furnish any extended warranties on materials, appliances and/or equipment in the home, these shall be assigned and conveyed to **Buyer** upon final payment for the home.

KHI SPECIFICALLY EXCLUDES FROM WARRANTY COVERAGE AND ACCEPTS NO RESPONSIBILITY FOR DAMAGE OR INJURY RESULTING FROM: (1) ordinary wear and tear, or **Buyer's** lack of proper maintenance; (2) structural or other modifications, or items installed or supplied by parties other than **KHI** or its subcontractors; (3) energy efficient construction methods, or chemical compounds in construction materials; (4) the presence of mold, fungus or other organisms in or upon construction materials; (5) weather conditions, including expansion or contraction of natural building materials; and/or (6) in the event **Buyer** performs landscaping or otherwise fails to actively maintain the pitch of finish grading away from the foundation of the new home, interference with the drainage of water from the foundation of the home.

The Construction Warranty and Structural Warranty extend to the **Buyer** as the first purchaser of the new home. They automatically terminate upon **Buyer** selling or vacating the home, unless a $2,495.00 administrative fee is paid to **KHI** within 30 days after transfer.

At least thirty (30) days before the expiration of the Construction Warranty period, **Buyer** shall provide to **KHI** a complete list of any warranty concerns. **KHI** may schedule, at **KHI's** discretion, a walkthrough within two (2) weeks of **KHI's** receipt of **Buyer's** callback list to determine appropriate repairs and to establish a schedule for completion of them. **KHI** shall then promptly address, at no charge to **Buyer,** any items of its work not conforming to the Construction Warranty. The choice of repair or replacement needed for correction is **KHI's. KHI** will not repair items it has not installed. **Buyer** shall provide **KHI**, its employees and subcontractors, safe access to the **Buyer's** home to perform warranty work from 7:00 a.m. to 4:00 p.m., Monday through Friday. If **Buyer** fails to notify **KHI** in writing before the expiration of the Construction Warranty period, **KHI** is not responsible for performing any corrective work that would otherwise have been covered under this warranty. In addition, drywall repairs will be addressed only once by **KHI** before the expiration of the Construction Warranty period, per Industry Standards.

Notwithstanding the above notification process, at any time **before** the Construction Warranty callback, **Buyer** shall immediately notify **KHI** of any non-excluded warranty concerns that create a danger to the health, safety and welfare of the occupants of the home and/or the absence of heat, water or electricity in the home. **KHI** shall arrange for correction of these items within twenty-four (24) hours after they are brought to **KHI's** attention. Claims under the Structural Warranty shall be made in writing to **KHI** promptly upon **Buyer's** notice of them and must be received by **KHI** before the expiration of the Structural Warranty period.

BUYER ACKNOWLEDGES THAT THERE ARE NO OTHER WARRANTIES GIVEN FOR THE HOME BY KHI, EXPRESSED OR IMPLIED. BUYER HEREBY WAIVES IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR HABITABILITY, AND ACCEPTS THAT KHI IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY SORT. BUYER'S SOLE REMEDY AGAINST KHI FOR ITS WORK ON THE HOME, AND ANY DAMAGES ARISING OUT OF IT, SHALL BE LIMITED TO THE TERMS SET FORTH IN THIS WARRANTY.

Buyer acknowledges receiving a copy of each the **"Right To Cure Law"** brochure and **"Concrete Standards Disclaimer & Acknowledgement"** with this warranty.

LIMITATION OF REMEDIES: Buyer acknowledges that its exclusive remedy for any disputes arising out of **KHI's** work on **Buyer's** home shall be resolved by arbitration before the Construction Arbitration Board of the Metropolitan Builders Association of Greater Milwaukee.

Job # **Closing Date:**

Buyer's Name: X

Buyer's Address:

Legal Address: X

Buyer's New Phone Number: _____

Buyer's e-mail Address: _____

KAEREK HOMES, INC. (KHI):

By:_____
Michael J. Kaerek, President

Buyer hereby acknowledges receipt of this warranty and confirms they have reviewed and understand its terms.

BUYER:

By:_____

By:_____

Buyer's Cell Phone Number: _____

Kaerek Homes, Inc.

ADDENDUM I (MODIFICATIONS / UPGRADES)

Buyers who choose to upgrade a plan design or standard features may do so as an out-of-pocket expense.

Buyers who initiate change orders are made aware that change orders must be paid in full prior to plan modification and/or upgrade product installation.

Builder makes Buyers aware that some bank appraisers may not interpret the full value of plan modifications or additional feature upgrades made to the home beyond the contract sales price. Some appraisers may only indicate the value of what is in the original sales contract.

Earnest money is the down payment on the home and may not be used toward plan modifications or upgrades initiated in the Builder's showroom.

Payment for plan modifications and/or upgrades is non-refundable if Buyers do not close on this transaction.

Buyers to initial they read and understand this disclosure.

x_____ x_____ *(Buyers Initials)*

Heating & Cooling Homes
During Winter & Summer Construction

- *Thermostats in homes under winter construction must be consistently set* ***no lower than 60 degrees*** *to prevent issues such as drywall cracking, warped doors, trim splitting and wood cracking. Trim can pop, shrink and/or expand due to the elements of weather and is not reflective of the workmanship of Kaerek Homes, Inc.*

- *Temperature is a key factor when staining doors and/or trim. Staining is done in the main living area of the home – not in the garage or basement. Under any circumstance, owners are* ***not*** *allowed to take materials off-site. Material is not defective when delivered. Contractors and suppliers will not be responsible to replace product that becomes warped or damaged as the result of a thermostat setting above or below the Builder's requirement. If a thermostat setting is changed by the Buyer(s), subcontractors will re-adjust the thermostat to protect materials.*

- *Manufacturers require a thermostat setting of* ***70°*** *when carpeting, laminate or wood flooring is installed. Therefore, the thermostat will be adjusted during and after flooring installation.*

- *Windows will be cracked open at times to allow moisture to escape from the home. This will only happen during normal business hours and subcontractors are instructed to close all windows before leaving the home.*

REMEMBER – It is very important for Buyer(s) to understand the use of heat and central air during construction to protect their investment. Finish materials such as drywall, millwork, doors, cabinets, flooring, etc. should not be subjected to abnormal or sudden variations in temperature, dryness or humidity. Excessive summer temperatures can cause uneven drying of drywall finish and stained products resulting in warping and/or damage to finish materials.

**** Buyers must initial they have read and understood this disclosure ****

X_____ X_____ (Buyer Initials)

Right to Cure Law

The 2005 Wisconsin Act 201, the "Right to Cure Law," says that consumers at the time of contracting for construction or remodeling work for dwellings must be provided with this brochure describing requirements for making any future claims of construction defects.

An owner of residential property asserting a construction defect claim against a builder or contractor would be required to first deliver written notice to the contractor containing a description of a claim with supporting evidence, and to provide the builder with the opportunity to repair or remedy the defect.

The "Right to Cure Law" outlines the steps and timetables to be followed in resolving any claims of dwelling construction defects by consumers against contractors or suppliers. Claims must be pursued through the "Right to Cure Law" process before arbitration or legal action.

Wisconsin "Right to Cure Law"

The "Right to Cure Law" provides the steps and timetables to be followed in resolving any claims of dwelling construction defects by consumers against contractors or suppliers. Claims must be pursued through the "Right to Cure Law" process before arbitration or before legal action.

The 2005 Wisconsin Act 201, the "Right to Cure Law," says that consumers at the time of contracting for construction or remodeling work for dwellings must be provided with this brochure describing requirements for making any future claims of construction defects.

People who feel they have a claim concerning defective workmanship or materials need to provide written notice to contractors or suppliers before any legal action may be filed. The contractors and suppliers have the opportunity and the responsibility to respond to claims.

Construction defects can involve workmanship, materials, or code requirements in new construction or remodeling, but not maintenance or repairs. Claims may be made by owners, tenants, or property associations.

This document highlights some of the provisions of the "Right to Cure Law", and is not a complete description of the law, and is not a substitute for legal representation.

Notice Concerning Construction Defects

Wisconsin law contains important requirements you must follow before you may file a lawsuit for defective construction against the contractor who constructed your dwelling or completed your remodeling project or against a window or door supplier or manufacturer. Section 895.07 (2) and (3) of the Wisconsin statutes requires you to deliver to the contractor a written notice of any construction conditions you allege are defective before you file your lawsuit, and you must provide your contractor or window or door supplier the opportunity to make an offer to repair or remedy the alleged construction defects. You are not obligated to accept any offer made by the contractor or window or door supplier. All parties are bound by applicable warranty provisions.

More Highlights

- Claimants may accept settlement offers, accept them in part, or reject offers, doing so via detailed written notice.
- The law does not apply where there is no contract to construct, as in the case of purchasing an existing home.
- Contractors and suppliers have the right to inspect and, as appropriate, test alleged defects.
- Access must be provided in a timely fashion for inspections, tests, and repairs.
- Additional claims made or discovered after an original claim are treated as separate in terms of time and process.
- There is a different timetable and process for the claims and responses if a contractor seeks contribution from a supplier.
- Failure by the claimant, contractor, or supplier to follow the "Right to Cure Law" can result in delay or dismissal of legal or arbitration actions.

The Department Safety and Professional Services prepared this brochure, but does not investigate, arbitrate, or judge consumer-contractor/supplier disputes. Those disputes are solved through the "Right to Cure Law" process, by the state's court system, and, for alterations and additions, the Home Improvement Practices Code, ATCP 110, of the state Department of Agriculture, Trade, and Consumer Protection.

The Department Safety and Professional Services does not discriminate on the basis of sex, race, religion, age, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional or learning disability. Reasonable accommodation, including the provision of informational material in an alternative format, will be provided for qualified individuals with disabilities upon request. Contact the Industry Services Division at 608-266-2112, or TTY 800-947-3529.

Chronology of the step-by-step claim and response interaction between consumers and contractors/suppliers

Step One Notice of Claim—At least 90 working days before commencing an action against a contractor or window or door supplier or manufacturer, a claimant must deliver a written notice of the alleged defect to the contractor.

Step Two: Contractor's Response—The contractor will have 15 working days (or 25 working days if it involves a defect involving a window or door supplier) to provide the claimant with a written: (1) offer to repair or remedy the defect; (2) offer to settle the claim with a monetary payment; (3) offer of a combination of (1) and (2); (4) statement that the contractor rejects the claim and the reasons for rejecting the claim; or (5) proposal to inspect the alleged defect or perform any necessary testing.

Step Three: Claimant's Response—If the contractor rejects the claim, the claimant may proceed to commence an action against the contractor. The claimant must serve written notice on the contractor within 15 working days if he or she either accepts any offer or rejects an offer. Note that if the claimant has a claim against a window or door supplier or manufacturer, the claimant should contact the supplier to ensure that the supplier received a notice of the claim from the contractor.

Step Four: Contractor's Supplemental Response—If the claimant rejects the offer, the contractor has five working days to provide a written supplemental offer or a notice that no additional offer will be made.

Step Five: Claimant's Response—If the contractor has provided the claimant written notice that no additional offer will be made, the claimant may commence a lawsuit or other action against the contractor. If the claimant has received a supplemental offer from the contractor, the claimant must respond within 15 working days.

Rev. 9/14

Right to Cure Law

The 2005 Wisconsin Act 201, the "Right to Cure Law," says that consumers at the time of contracting for construction or remodeling work for dwellings must be provided with this brochure describing requirements for making any future claims of construction defects.

An owner of residential property asserting a construction defect claim against a builder or contractor would be required to first deliver written notice to the contractor containing a description of a claim with supporting evidence, and to provide the builder with the opportunity to repair or remedy the defect.

The "Right to Cure Law" outlines the steps and timetables to be followed in resolving any claims of dwelling construction defects by consumers against contractors or suppliers. Claims must be pursued through the "Right to Cure Law" process before arbitration or legal action.

X _____
(Sign)

X _____
(Sign)

X _____
(Date)

BUILDER'S COPY
(Return top page only to builder)

CONCRETE DISCLAIMER & ACKNOWLEDGEMENT

Basement floor, garage floor, exterior porch stoop/steps and cement approach, driveway, walkway, or patio (if applicable) are not structural components of the home. Due to the nature of concrete materials and weather conditions, concrete flatwork is not covered under warranty.

Concrete Facts:

- Concrete is subject to several natural changes such as shrinkage, settling or volume change which creates cracks. These cracks do not affect the integrity of the structure.
- Concrete is subject to elements such as erosion, freezing, thawing, etc. and is attacked by certain chemicals. Pitting, scaling, or spalling can develop under unusual conditions or when certain salts or chemicals are placed on a slab in winter for ice removal or drop from a car onto a garage slab and/or driveway.
- A certain amount of surface dusting is normal. A sealer can be applied by the Buyer to the concrete to minimize dusting, spalling or other effects from chemicals.
- Aggregate pops and scaling are normal. Buyer should consider periodic maintenance such as sealing the concrete.
- Concrete work is subject to color and texture variations. Spotting and other color discoloration is considered normal.

Concrete Care:

- **Use Caution with Deicers** - While concrete is the most durable product available for your home, proper care is a requirement for long-lasting beauty and wear. The use of deicing chemicals can be detrimental to a new concrete surface.
- **Avoid Using Deicers the First Year** - Concrete continues to gain strength. While some deicers, such as salt, do not chemically react with the concrete, they increase the number of freeze/thaw cycles the concrete must go through. This has the potential of damaging the concrete until it has reached its maximum strength.
- **Don't Use Deicers with Ammonium Nitrate or Ammonium Sulphate** - NEVER use deicers containing ammonium sulphate or ammonium nitrate. These chemicals are often packaged and sold as deicers, but they will rapidly disintegrate concrete. Common garden fertilizers containing these two chemicals, or urea, may cause disintegration as well. Be cautious of products that claim to "be safe for use on concrete." Avoid any deicing material the first year while the concrete is gaining strength.
- **Sand is Safe - Use Sand Anytime** - One of the few safe materials to use to make the concrete surface skid resistant is plain sand.

Buyer(s) understand and acknowledge that Builder and concrete Contractor are not responsible or liable for pops, scaling, settling cracks, etc. due to elements of freezing and thawing, use of salt or other chemicals and mechanical implements, city salt and other natural factors beyond the Builder or Contractor's control.

X_____ DATE:_____

X_____ DATE:_____

Kaerek Homes Quick Move Series Homes

Customer Appointment Guidelines (Addendum K)

Thank you for your Quick-Move-Series home purchase!

Our dedicated staff is ready to assist you in capturing your vision of personal lifestyle preferences and needs. Depending on the QMS home construction stage, **one up to a maximum of three** staff appointments are included. Scheduled appointments are approximately 3 ½ – 4 hours. Staff will guide you through the design process and inform you if plan revisions or personalized selections may cause construction delays. Our goal is to keep you on track to finish the office process within a period of **15 working days.** If additional appointments are requested, a cost of **$500 per meeting** will be billable on a change order. **Business hours are Mon-Thurs 9-5 & Friday 9-2pm.**

- **Plan Personalization:** For homes purchased prior to the drywall stage, **one** appointment 1 - 1 ½ hours is included to meet with a professional drafter in our architectural department to receive an overview of the home design. You will be advised if modifications can be made to suit your needs. Pricing for revisions will be quoted. Upon your approval, a change order will be generated and must be signed, dated and paid for before your home can be taken off hold and modifications commence.

- **Product Selection:** Personalization is achieved through product selections and architectural revisions. At least **two** 3 ½ - 4 hours Design Center meetings with our talented design staff are included for the product selection process. A showroom designer will guide you on product choices that can be made per the stage of construction. Pricing for additions and upgrades will be quoted. Upon your approval, a change order will be generated and must be signed, dated and paid for before your home can be taken off hold and modifications commence.

Enjoy the process! Selection choices for your home become a reflection of you!

x_____ x_____

Kaerek Homes, Inc.

Kaerek Homes, Inc.

The Symbol Of Service & Value For The Next 100 Years

BUYER INFORMATION SHEET

PLEASE PRINT CLEARLY USING FULL LEGAL NAMES

BUYER #1 (single) (married)

First Name | Middle Initial | Last Name

Address

City | State | Zip

Home Phone

Cell Phone

Email address

BUYER #2 (single) (married)

First Name | Middle Initial | Last Name

Address

City | State | Zip

Home Phone

Cell Phone

Email address

EMPLOYMENT INFORMATION

Employer Name

Address

City | State | Zip

Work Phone | ext.

Title | Length of Employment

Employer Name

Address

City | State | Zip

Work Phone | ext.

Title | Length of Employment

BUILDING SITE INFORMATION

Kaerek Spec Home Address:

LENDER INFORMATION

☐ Charlie Johnson - First Bank Financial Centre - 262-853-6256

☐ Lending Institution:

Loan Officer:

Address:

****Buyer(s) must have loan commitment within 30 days of accepted offer ****