



HISTORIC DISTRICT COMMISSION NOTICE OF DENIAL

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

Notification Date: 02/19/25

Application Number: HDC2024-00700

APPLICANT & PROPERTY INFORMATION

NAME: Karina Labarca	COMPANY NAME:		
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ADDRESS:	CITY:	STATE:	ZIP:
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PROJECT ADDRESS: 4340 Glendale

HISTORIC DISTRICT: Russell Woods-Sullivan

SCOPE:

Replace wood windows (4 openings total on front and sides of house) with aluminum-clad wood windows per the submitted application documents.

At the Regular Meeting that was held on 02/12/25, the Detroit Historic District Commission (“DHDC”) reviewed the above-referenced application. Pursuant to Section 5(1) and 9(1) of the Michigan Local Historic District Act, as amended, being MCL 399.205 (1), MCL 399.209 (9) and Sections 21-2-78 and 21-2-80 of the 2019 Detroit City Code; the DHDC hereby issues a Denial for the following work, effective on 02/19/25, as it will be inappropriate according to the Secretary of Interior’s Standards for Rehabilitation and the district’s Elements of Design:

REASON FOR DENIAL:

- The wood windows proposed for removal (already removed without approval) are historic and materials and features that contribute to the character of the property that have not been shown to be deteriorated beyond repair. Of the proposed four new windows, two of the units are clearly not appropriate as they do not match the old windows in design (they have muntin patterns, operation, and, consequently, profile, noticeably different than what is known to have historically existed on the property), and the other units are not appropriate as they have a factory mullion, rather than a true mullion.

FAILURE TO MEET STANDARDS:

The Standards for Rehabilitation (codified in 36 CFR 67 for use in the Federal Historic Preservation Tax Incentives program) address the most prevalent treatment. "Rehabilitation" is defined as "the process of returning a property to a state of utility, through repair or alteration, which makes possible an efficient contemporary use while preserving those portions and features of the property which are significant to its historic, architectural, and cultural values."

As stated in the definition, the treatment "rehabilitation" assumes that at least some repair or alteration of the historic building will be needed in order to provide for an efficient contemporary use; however, these repairs and alterations must not damage or destroy materials, features or finishes that are important in defining the building's historic character.

The Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

Failure to meet standards: 2, 6

Corresponding Standard numbered below:

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

FAILURE TO MEET ELEMENTS OF DESIGN:

Failure to meet Elements of Design: n/a

Corresponding design element numbered below:

1. Height.	12. Walls of continuity.
2. Proportion of building's front façades.	13. Relationship of significant landscape features and surface treatments.
3. Proportion of openings within the façade.	14. Relationship of open space to structures.
4. Rhythm of solids to voids in front façade.	15. Scale of façade and façade elements.
5. Rhythm of spacing of buildings on streets.	16. Directional expression of front elevations.
6. Rhythm of entrance and/or porch projections.	17. Rhythm of building setbacks.
7. Relationship of materials.	18. Relationship of lot coverages.
8. Relationship of textures.	19. Degree of complexity within the façade.
9. Relationship of colors.	20. Orientation, vistas, overviews.
10. Relationship of architectural details.	21. Symmetric or asymmetric appearance.
11. Relationship of roof shapes.	22. General environmental character.

If you have any questions regarding the above, please contact staff at 313-224-1762 or hdc@detroitmi.gov.

For the Commission:



Daniel Rieden
Senior Clerk to the Historic District Commission

PSR: 250220TB

APPEALS PROCESS

The application may be resubmitted for the Historic District Commission's review when suggested changes have been made that address the cited reasons for denial, if applicable. Please be advised that, in accordance with MCL 399. 211 and Section 21-2-81 of the 2019 Detroit City Code, an applicant aggrieved by a decision of the DHDC may file an appeal with the State Historic Preservation Review Board. Within sixty (60) days of your receipt of this notice, an appeal may be filed with:

Jon Stuckey, Michigan Department of Attorney General
2nd Floor, G. Mennen Williams Building
525 West Ottawa Street, P.O. Box 30754, Lansing, MI 48909
Phone: 517-335-0665 E-mail: stuckeyj@michigan.gov



HISTORIC DISTRICT COMMISSION APPLICATION FOR WORK APPROVAL

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

APPLICATION ID
HDC2024-00700

PROPERTY INFORMATION

ADDRESS(ES): 4799 Tarflower Lane
HISTORIC DISTRICT: Rosedale Park

SCOPE OF WORK: (Check ALL that apply)

- | | | | | | |
|--|--|---------------------------------------|--|---|--------------------------------|
| <input checked="" type="checkbox"/> Windows/ Doors | <input type="checkbox"/> Walls/ Siding | <input type="checkbox"/> Painting | <input type="checkbox"/> Roof/Gutters/ Chimney | <input type="checkbox"/> Porch/Deck/Balcony | <input type="checkbox"/> Other |
| <input type="checkbox"/> Demolition | <input type="checkbox"/> Signage | <input type="checkbox"/> New Building | <input type="checkbox"/> Addition | <input type="checkbox"/> Site Improvements (landscape, trees, fences, patios, etc.) | |

BRIEF PROJECT DESCRIPTION: This property is located in the RUSSELL WOODS-SULLIVAN Historic District: Replace 7 windows that face the front and both sides of the house Replace vinyl windows with Pella Lifestyle. Aluminum clad outside, wood inside. White on White.
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APPLICANT IDENTIFICATION

TYPE OF APPLICANT: Property Owner/Homeowner			
NAME: Karina Labarca	COMPANY NAME: AFIWI LLC		
ADDRESS: 4799 Tarflower Lane	CITY: Orlando	STATE: FL	ZIP: 32829
PHONE: +1 (407) 591-2540	EMAIL: afiwillc@gmail.com		

I AGREE TO AND AFFIRM THE FOLLOWING:

- I understand that the failure to upload all required documentation may result in extended review times for my project and/or a denied application.
- I understand that the review of this application by the Historic District Commission does not waive my responsibility to comply with any other applicable ordinances including obtaining appropriate permits (building, sign, etc.) or other department approvals prior to beginning the work.
- I hereby certify that I am the legal owner and occupant of the subject property and that the information on this application is true and correct.

Signed by:

E27AC8C72C554C8...

12/10/2024

SIGNATURE

DATE

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

PROJECT DETAILS – TELL US ABOUT YOUR PROJECT


Instructions: Add project details using the text box in each section. If your details exceed the space provided, attach the details via the attachment icon for that section.

ePLANS PERMIT NUMBER: <small>(only applicable if you've already applied for permits through ePLANS)</small>	N/A
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GENERAL

<p>1. DESCRIPTION OF EXISTING CONDITION <i>Please tell us about the current appearance and conditions of the areas you want to change. You may use a few sentences or attach a separate prepared document on the right. (For example, "existing roof on my garage is covered in gray asphalt shingles in poor condition.")</i></p>	
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We got denied for vinyl windows tat are already installed on the property, majority of the by previous owner. We arae trying to correct this violation by installing the ones allowed. Financially we're not able to change them all, what we are pleading its to be approved on chaning the 7 windows that are visible to the street, thos being the front and side of the home.

<p>2. PHOTOGRAPHS <i>Help us understand your project. Please attach photographs of all areas where work is proposed.</i></p>	
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<p>3. DESCRIPTION OF PROJECT <i>In this box, tell us about what you want to do at the areas described above in box #1. (For example, Install new asphalt shingle roofing at garage.)</i></p>	
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Option #1: Replace 7 windows that face the front and side of the house
 Replace vinyl windows with Pella Lifestyle.
 Aluminum clad outside, wood inside.
 White on White.
 Complete installation inside and outside.


Option #2; If allowed by the Historic District would be installing Storm windows up on top of the vinyl windows

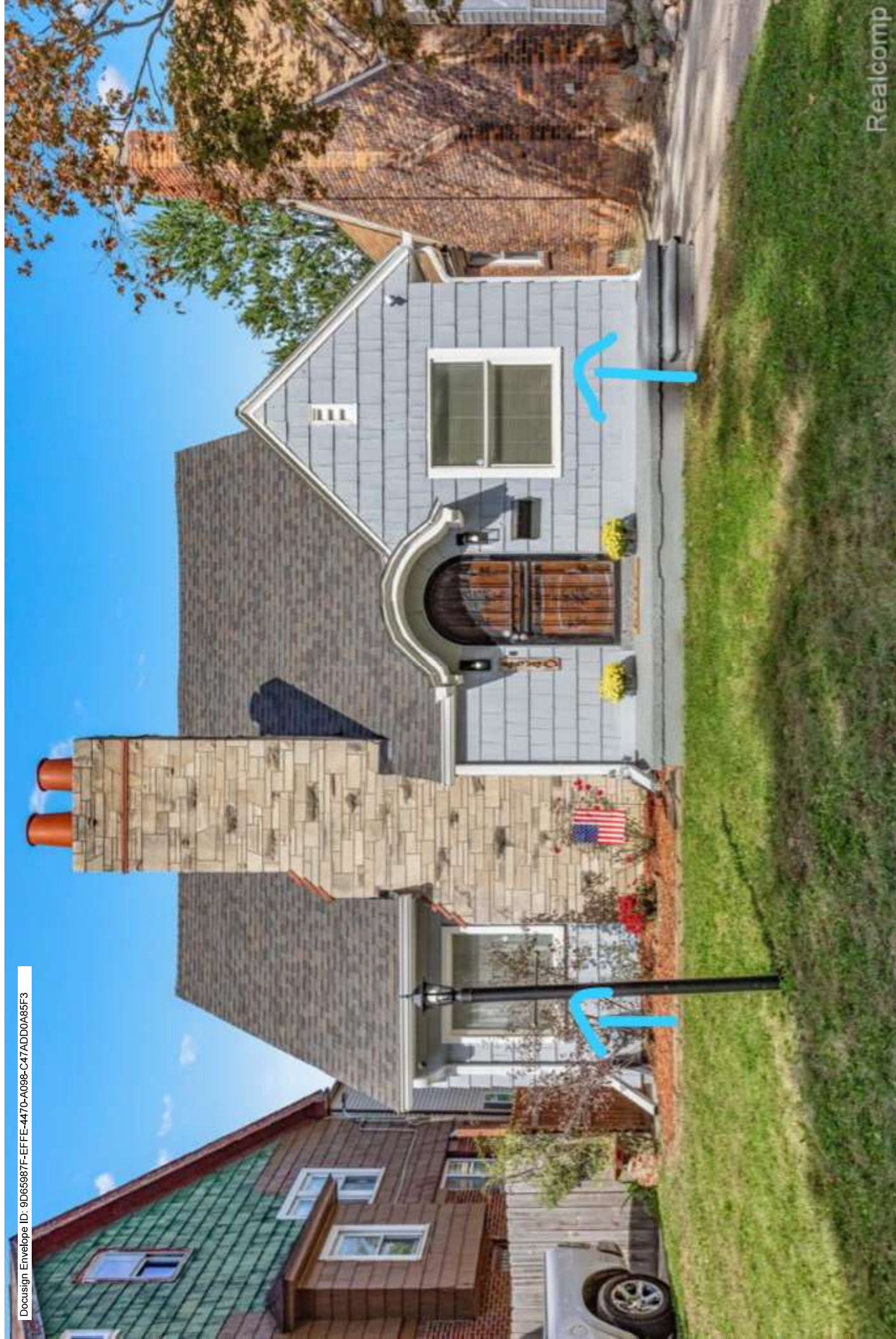
<p>4. DETAILED SCOPE OF WORK <i>In this box, please describe all steps necessary to complete the work described in box #3. (For example, "remove existing shingles, replace wood deck as necessary, replace wood eaves, install roof vents, replace rotted fascia boards, paint, clean worksite.")</i></p>	
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Attached the propose windows to be replace.

<p>5. BROCHURES/CUT SHEETS <i>Please provide information on the products or materials you are proposing to install. For example, a brochure on the brand and color of the shingles proposed.</i></p>	
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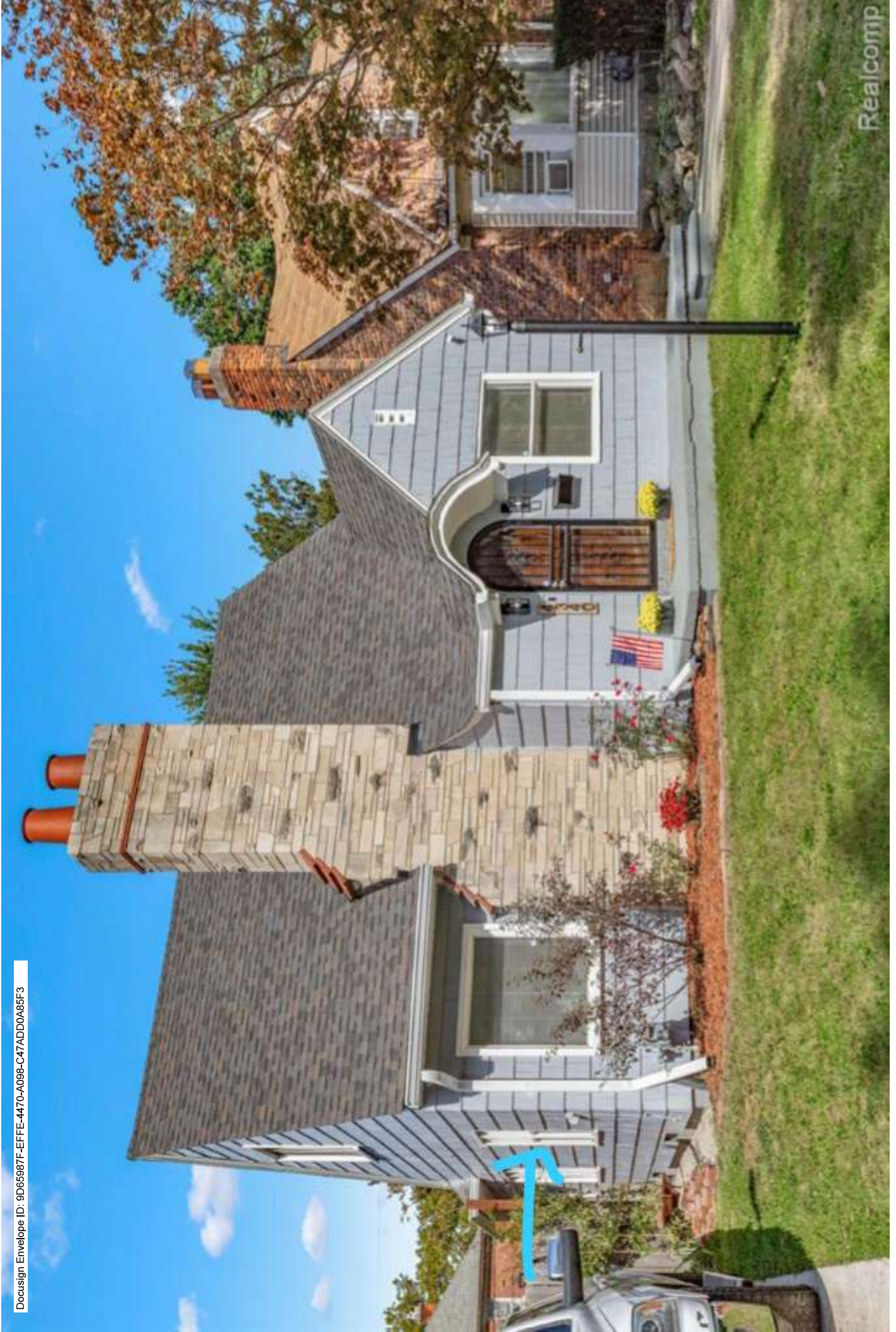
ADDITIONAL DETAILS

<p>6. WINDOWS/DOORS <i>Detailed photographs of window(s) and/or door(s) proposed for replacement showing the condition of the interior and exterior of the window(s) and/or door(s)</i></p>	



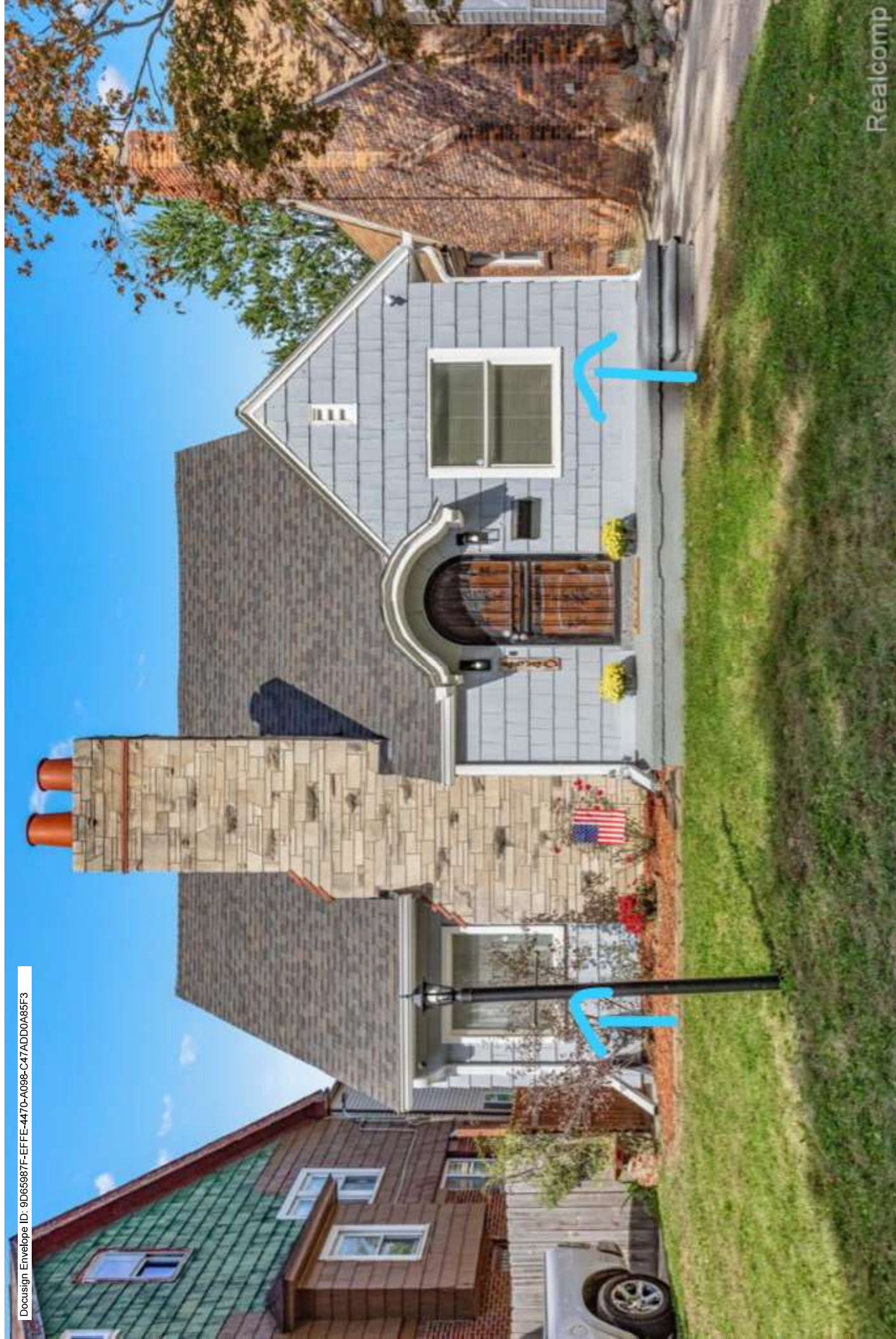


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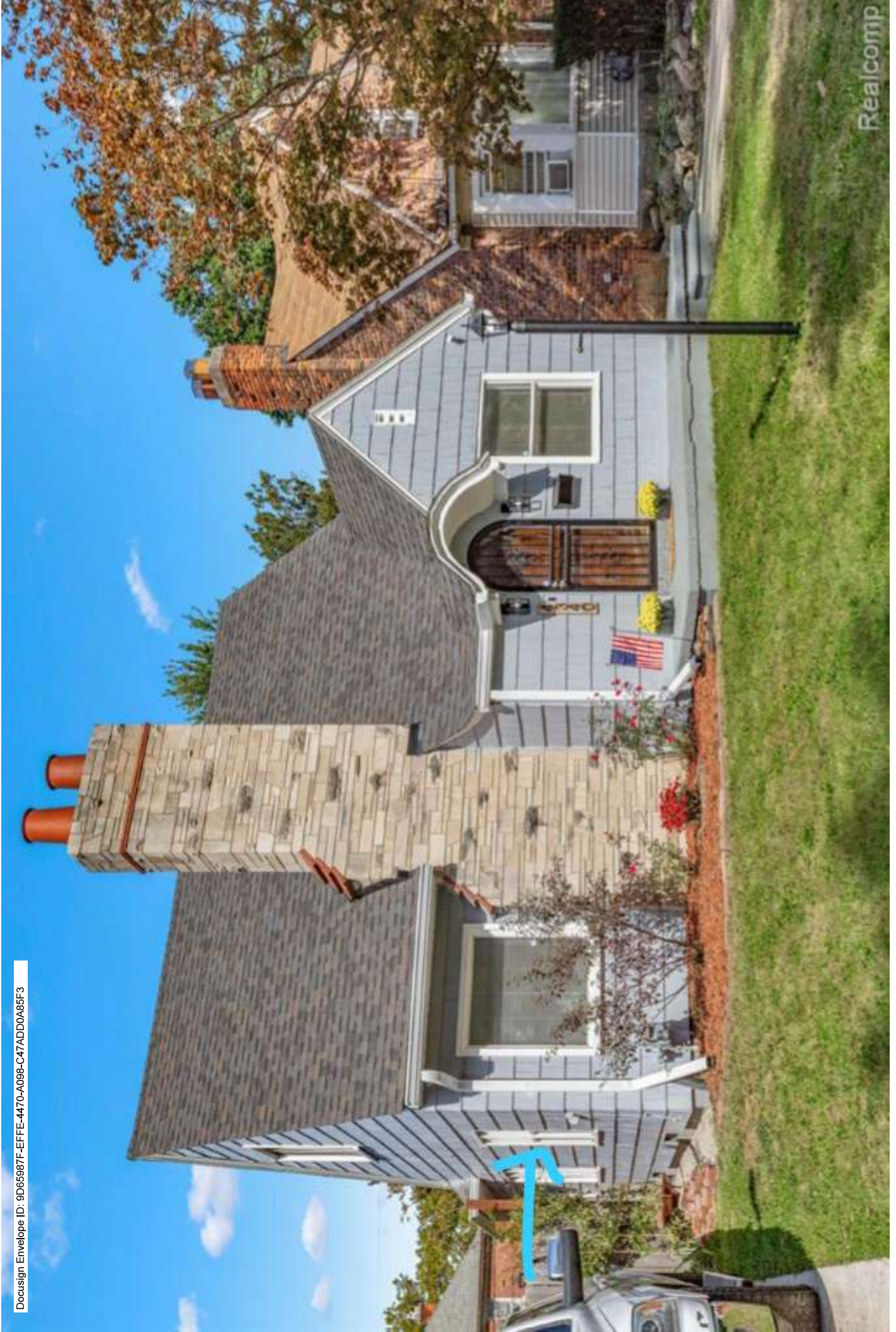


Realcomp

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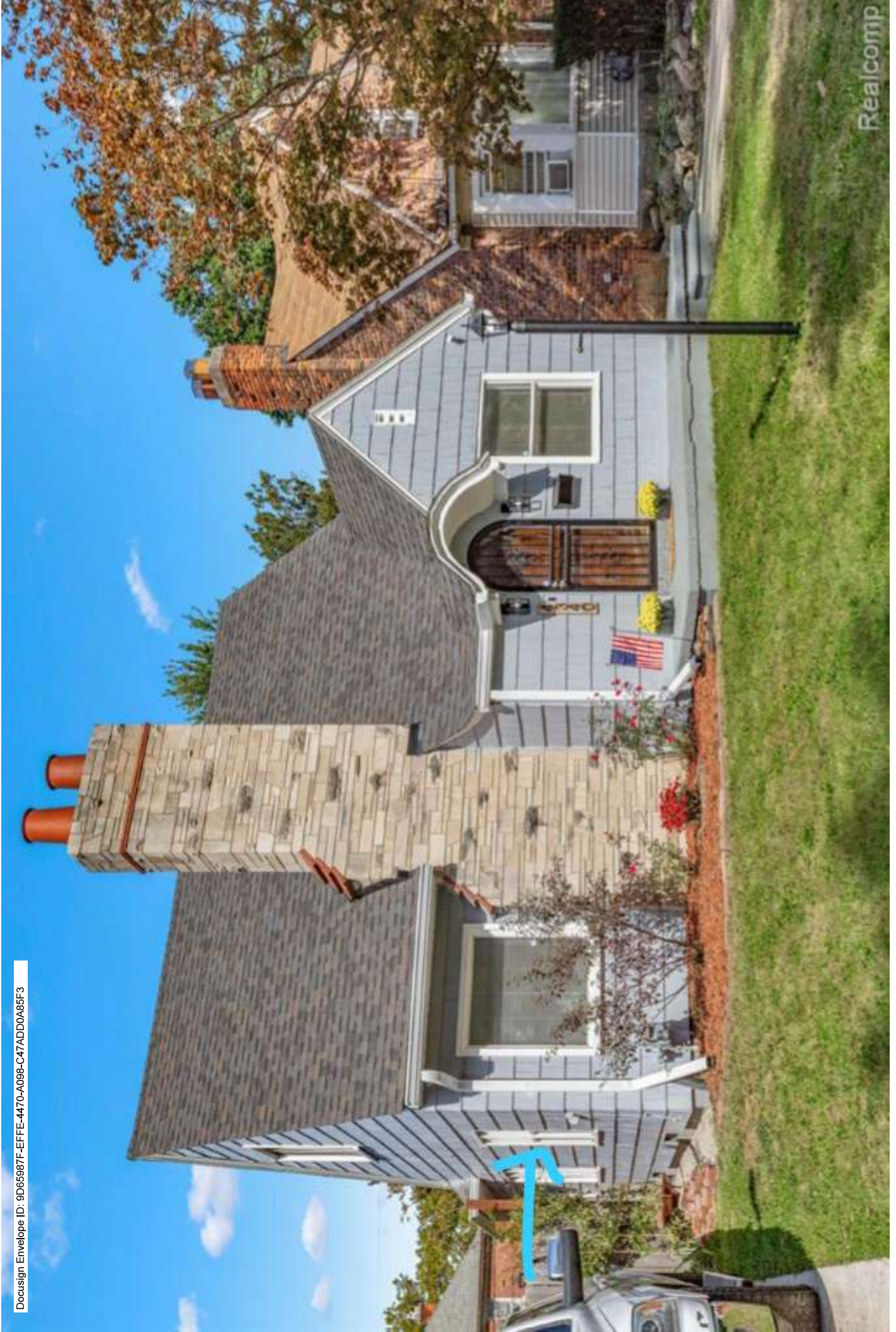
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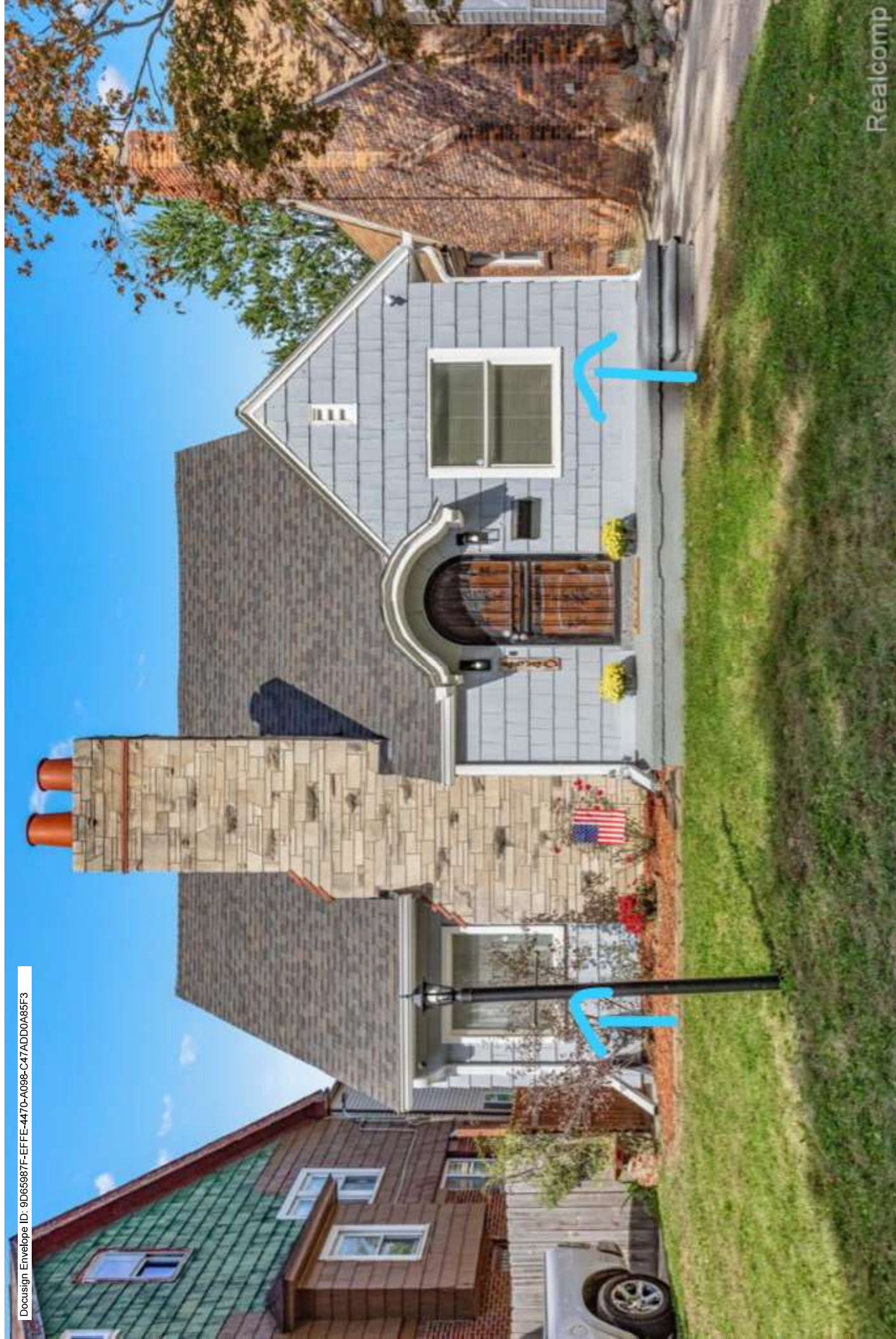
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DocuSign Envelope ID: 9D65987F-EFFE-4470-A098-C47ADD0A85F3







Proposal - Detailed

Sales Rep Name: Baiocco, Giovanni
Sales Rep Phone: 734-414-6050
Sales Rep E-Mail: baioccogf@pella.com
Sales Rep Fax:

Phone: _____ **Fax:** _____

Customer Information	Project/Delivery Address	Order Information
Primary Phone: Mobile Phone: Fax Number: E-Mail: Contact Name: Great Plains #: Customer Number: Customer Account:	Karina Bernard Lot # County: Owner Name: Owner Phone:	Quote Name: Front Windows 4340 Glendale St. Detroit, MI, 48238 Order Number: 742 Quote Number: 19075447 Order Type: Installed Sales Wall Depth: Payment Terms: Tax Code: INSTALLTAX Cust Delivery Date: None Quoted Date: 1/16/2025 Contracted Date: Booked Date: Customer PO #:

Line #	Location:	Attributes
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10 None Assigned

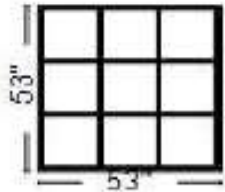
ADDPRRDETR010010 - Administration & Processing Fee

Item Price	Qty	Ext'd Price
\$295.45	1	\$295.45

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

Line #	Location:	Attributes		
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15 Living Room



Viewed From Exterior

PK #
2183

Lifestyle, Direct Set, Fixed Frame, Without HGP, Classic White

Item Price	Qty	Ext'd Price
\$4,380.70	1	\$4,380.70

1: Fixed Frame Direct Set

General Information: No Package, Without Hinged Glass Panel, Interior Glazed, Standard, Clad, Pine, 5", 3 11/16", No Certification

Exterior Color / Finish: Standard Enduraclad, Classic White

Interior Color / Finish: Bright White Paint Interior

Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude

Performance Information: U-Factor 0.29, SHGC 0.29, VLT 0.55, CPD PEL-N-18-04210-00001, Performance Class AW, PG 45, Calculated Positive DP

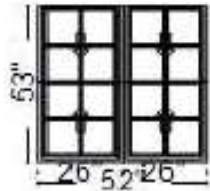
Rating 45, Calculated Negative DP Rating 45, STC 27, OITC 22

Grille: SDL, No Custom Grille, 7/8", Traditional (3W3H)

QUOMATDETM040100 - Coil (LF)	Qty	18
QUOMATDETM010074 - PF Cove/Stop Pine or Oak	Qty	18
QUOMATDETM010200 - PF Interior Trim - Wood FF (LF)	Qty	18
INSTARDETR010001 - Wood Window FF LF Installation - Standard	Qty	18
INSTARDETR900201 - Lead Safe Install (per opening)	Qty	1

Line #	Location:	Attributes
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20 Living Room



Viewed From Exterior

PK #
2183

Lifestyle, 2-Wide Double Hung, Without HGP, Classic White

Item Price	Qty	Ext'd Price
\$6,756.96	1	\$6,756.96

1: Size Double Hung, Equal

General Information: No Package, Without Hinged Glass Panel, Clad, Pine, 5", 3 11/16", No Certification, Jambliner Color: **Gray**

Exterior Color / Finish: **Standard Enduraclad, Classic White**

Interior Color / Finish: **Bright White Paint Interior**

Glass: **Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude**

Hardware Options: **Cam-Action Lock, 1 Lock, White, No Limited Opening Hardware, Order Sash Lift, 1 Lift, No Integrated Sensor**

Screen: **Full Screen, Classic White, InView™**

Performance Information: **U-Factor 0.30, SHGC 0.27, VLT 0.50, CPD PEL-N-35-00516-00001, Performance Class LC, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, STC 27, OITC 23, Egress Does not meet typical United States egress, but may comply with local code requirements**

Grille: **SDL, No Custom Grille, 7/8", Traditional (2W2H / 2W2H)**

2: Size Double Hung, Equal

General Information: **No Package, Without Hinged Glass Panel, Clad, Pine, 5", 3 11/16", No Certification, Jambliner Color: Gray**

Exterior Color / Finish: **Standard Enduraclad, Classic White**

Interior Color / Finish: **Bright White Paint Interior**

Glass: **Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude**

Hardware Options: **Cam-Action Lock, 1 Lock, White, No Limited Opening Hardware, Order Sash Lift, 1 Lift, No Integrated Sensor**

Screen: **Full Screen, Classic White, InView™**

Performance Information: **U-Factor 0.30, SHGC 0.27, VLT 0.50, CPD PEL-N-35-00516-00001, Performance Class LC, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, STC 27, OITC 23, Egress Does not meet typical United States egress, but may comply with local code requirements**

Grille: **SDL, No Custom Grille, 7/8", Traditional (2W2H / 2W2H)**

Vertical Mull 1: **FactoryMull, Standard Joining Mullion, Mull Design Pressure- 20, Overall Thru Direction- Vertical**

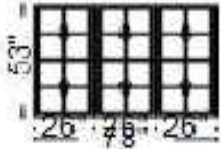
QUOMATDETM040100 - Coil (LF)	Qty	18
QUOMATDETM010074 - PF Cove/Stop Pine or Oak	Qty	18
QUOMATDETM010200 - PF Interior Trim - Wood FF (LF)	Qty	18
INSTARDETR010001 - Wood Window FF LF Installation - Standard	Qty	18
INSTARDETR900201 - Lead Safe Install (per opening)	Qty	1

Line #	Location:	Attributes
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55 Office

Lifestyle, 3-Wide Double Hung, Without HGP, Classic White

Item Price	Qty	Ext'd Price
\$9,831.63	1	\$9,831.63



PK #
2183

Viewed From Exterior

1: Size Double Hung, Equal

General Information: No Package, Without Hinged Glass Panel, Clad, Pine, 5", 3 11/16", No Certification, Jambliner Color: **Gray**

Exterior Color / Finish: **Standard Enduraclad, Classic White**

Interior Color / Finish: **Bright White Paint Interior**

Glass: **Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude**

Hardware Options: **Cam-Action Lock, 1 Lock, White, No Limited Opening Hardware, Order Sash Lift, 1 Lift, No Integrated Sensor**

Screen: **Full Screen, Classic White, InView™**

Performance Information: **U-Factor 0.30, SHGC 0.27, VLT 0.50, CPD PEL-N-35-00516-00001, Performance Class LC, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, STC 27, OITC 23, Egress Does not meet typical United States egress, but may comply with local code requirements**

Grille: **SDL, No Custom Grille, 7/8", Traditional (2W2H / 2W2H)**

2: Size Double Hung, Equal

General Information: **No Package, Without Hinged Glass Panel, Clad, Pine, 5", 3 11/16", No Certification, Jambliner Color: Gray**

Exterior Color / Finish: **Standard Enduraclad, Classic White**

Interior Color / Finish: **Bright White Paint Interior**

Glass: **Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude**

Hardware Options: **Cam-Action Lock, 1 Lock, White, No Limited Opening Hardware, Order Sash Lift, 1 Lift, No Integrated Sensor**

Screen: **Full Screen, Classic White, InView™**

Performance Information: **U-Factor 0.30, SHGC 0.27, VLT 0.50, CPD PEL-N-35-00516-00001, Performance Class LC, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, STC 27, OITC 23, Egress Does not meet typical United States egress, but may comply with local code requirements**

Grille: **SDL, No Custom Grille, 7/8", Traditional (2W2H / 2W2H)**

3: Size Double Hung, Equal

General Information: No Package, Without Hinged Glass Panel, Clad, Pine, 5", 3 11/16", No Certification, Jambliner Color: **Gray**

Exterior Color / Finish: **Standard Enduraclad, Classic White**

Interior Color / Finish: **Bright White Paint Interior**

Glass: **Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude**

Hardware Options: **Cam-Action Lock, 1 Lock, White, No Limited Opening Hardware, Order Sash Lift, 1 Lift, No Integrated Sensor**

Screen: **Full Screen, Classic White, InView™**

Performance Information: **U-Factor 0.30, SHGC 0.27, VLT 0.50, CPD PEL-N-35-00516-00001, Performance Class LC, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, STC 27, OITC 23, Egress Does not meet typical United States egress, but may comply with local code requirements**

Grille: **SDL, No Custom Grille, 7/8", Traditional (2W2H / 2W2H)**

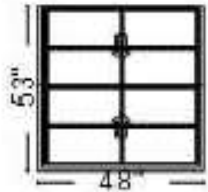
Vertical Mull 1: **FactoryMull, Standard Joining Mullion, Mull Design Pressure- 20, Overall Thru Direction- Vertical**

Vertical Mull 2: **FactoryMull, Standard Joining Mullion, Mull Design Pressure- 20, Overall Thru Direction- Vertical**

INSTARDETR010001 - Wood Window FF LF Installation - Standard	Qty	23
QUOMATDETM010200 - PF Interior Trim - Wood FF (LF)	Qty	23
QUOMATDETM010074 - PF Cove/Stop Pine or Oak	Qty	23
QUOMATDETM040100 - Coil (LF)	Qty	23
INSTARDETR900201 - Lead Safe Install (per opening)	Qty	1

Line #	Location:	Attributes		
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60 Office



Viewed From Exterior

PK #
2183

Lifestyle, Double Hung, Without HGP, Classic White

Item Price	Qty	Ext'd Price
\$4,169.81	1	\$4,169.81

1: Size Double Hung, Equal

General Information: No Package, Without Hinged Glass Panel, Clad, Pine, 5", 3 11/16", No Certification, Jambliner Color: **Gray**

Exterior Color / Finish: **Standard Enduraclad, Classic White**

Interior Color / Finish: **Bright White Paint Interior**

Glass: **Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude**

Hardware Options: **Cam-Action Lock, 2 Locks, White, No Limited Opening Hardware, Order Sash Lift, 2 Lifts, No Integrated Sensor**

Screen: **Full Screen, Classic White, InView™**

Performance Information: **U-Factor 0.30, SHGC 0.27, VLT 0.50, CPD PEL-N-35-00516-00001, Performance Class LC, PG 25, Calculated Positive DP Rating 25, Calculated Negative DP Rating 25, STC 27, OITC 23, Clear Opening Width 44.812, Clear Opening Height 23.25, Clear Opening Area 7.235271, Egress Does not meet typical United States egress, but may comply with local code requirements**

Grille: **SDL, No Custom Grille, 7/8", Traditional (2W2H / 2W2H)**

INSTARDETR010001 - Wood Window FF LF Installation - Standard	Qty	18
QUOMATDETM010200 - PF Interior Trim - Wood FF (LF)	Qty	18
QUOMATDETM010074 - PF Cove/Stop Pine or Oak	Qty	18
QUOMATDETM040100 - Coil (LF)	Qty	18
INSTARDETR900201 - Lead Safe Install (per opening)	Qty	1

Thank You For Your Interest In Pella® Products

PELLA WARRANTY:

Pella products are covered by Pella's limited warranties in effect at the time of sale. All applicable product warranties are incorporated into and become a part of this contract. Please see the warranties for complete details, taking special note of the two important notice sections regarding installation of Pella products and proper management of moisture within the wall system. Neither Pella Corporation nor the Seller will be bound by any other warranty unless specifically set out in this contract. However, Pella Corporation will not be liable for branch warranties which create obligations in addition to or obligations which are inconsistent with Pella written warranties.

Clear opening (egress) information does not take into consideration the addition of a Rolscreen [or any other accessory] to the product. You should consult your local building code to ensure your Pella products meet local egress requirements.

Per the manufacturer's limited warranty, unfinished mahogany exterior windows and doors must be finished upon receipt prior to installing and refinished annually, thereafter. Variations in wood grain, color, texture or natural characteristics are not covered under the limited warranty.

INSYNCTIVE PRODUCTS: In addition, Pella Insynctive Products are covered by the Pella Insynctive Products Software License Agreement and Pella Insynctive Products Privacy Policy in effect at the time of sale, which can be found at [Insynctive.pella.com](https://www.pella.com). By installing or using Your Insynctive Products you are acknowledging the Insynctive Software Agreement and Privacy Policy are part of the terms of sale.

Notice of Collection of Personal Information: We may collect your personal information when you interact with us. Under the California Consumer Privacy Act (CCPA), California residents have specific rights to request this information, request to delete this information, and opt out of the sharing or sale of this information to third parties. To learn more about our collection practices and your rights under the CCPA please visit our link <https://www.pella.com/california-rights-policy/> at [pella.com](https://www.pella.com).

ARBITRATION AND CLASS ACTION WAIVER ("ARBITRATION AGREEMENT")

YOU and Pella and its subsidiaries and the Pella Branded Distributor AGREE TO ARBITRATE DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS (INCLUDES PELLA GOODS AND PELLA SERVICES) AND WAIVE THE RIGHT TO HAVE A COURT OR JURY DECIDE DISPUTES. YOU WAIVE ALL RIGHTS TO PROCEED AS A MEMBER OR REPRESENTATIVE OF A CLASS ACTION, INCLUDING CLASS ARBITRATION, REGARDING DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS. You may opt out of this Arbitration Agreement by providing notice to Pella no later than ninety (90) calendar days from the date You purchased or otherwise took ownership of Your Pella Goods. To opt out, You must send notice by e-mail to pellawebsupport@pella.com, with the subject line: "Arbitration Opt Out" or by calling (877) 473-5527. Opting out of the Arbitration Agreement will not affect the coverage provided by any applicable limited warranty pertaining to Your Pella Products. For complete information, including the full terms and conditions of this Arbitration Agreement, which are incorporated herein by reference, please visit www.pella.com/arbitration or e-mail to pellawebsupport@pella.com, with the subject line: "Arbitration Details" or call (877) 473-5527. D'ARBITRAGE ET RENONCIATION AU RECOURS COLLECTIF ("convention d'arbitrage") EN FRANÇAIS SEE PELLA.COM/ARBITRATION. DE ARBITRAJE Y RENUNCIA COLECTIVA ("acuerdo de arbitraje") EN ESPAÑOL VER PELLA.COM/ARBITRATION.

Seller shall not be held liable for failure or delay in the performance of its obligations under this Agreement, if such performance is hindered or delayed by the occurrence of an act or event beyond the Seller's reasonable control (force majeure event), including but not limited to earthquakes, unusually severe weather and other Acts of God, fire, strikes and labor unrest, epidemics, riots, war, civil unrest, and government interventions. Seller shall give timely notice of a force majeure event and take such reasonable action to mitigate the impacts of such an event.

Product Performance Information:

U-Factor, Solar Heat Gain Coefficient (SHGC), and Visible Light Transmittance (VLT) are certified by the National Fenestration Rating Council (NFRC).

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

Manufacturer stipulates that these ratings conform to applicable NFRC procedures for determining whole product performance. NFRC ratings are determined for a fixed set of environmental conditions and a specific product size. NFRC does not recommend any products and does not warrant the suitability of any product for any specific use.

Design Pressure (DP), Performance Class, and Performance Grade (PG) are certified by a third party organization, in many cases the Window and Door Manufacturers Association (WDMA). The certification requires the performance of at least one product of the product line to be tested in accordance with the applicable performance standards and verified by an independent party. The certification indicates that the product(s) of the product line passed the applicable tests. The certification does not apply to mulled and/or product combinations unless noted. Actual product results will vary and change over the products life.

For more performance information along with information on Florida Product Approval System (FPAS) Number and Texas Dept. of Insurance (TDI) number go to www.pella.com/performance.

Including during the construction period, casement windows should never be left open and unlocked for prolong periods or during high wind conditions to avoid sash detachment/damage.

Actual sizes tested for documented STC and OITC ratings may vary from the ASTM E 1425 sizes to better represent Pella product offering.

STC and OITC ratings shown may be conservatively based on products tested with thinner panes of glass.

STC and OITC ratings may be from test results from an equivalent product.

BRANCH WARRANTY:

Pella General Installation Review

Pella Will:

- Deliver and unload products purchased per contract
- Place drop cloths on work area flooring
- Remove interior and exterior trim
- Provide all equipment and materials necessary to install new products
- Inspect all products purchased per contract
- Install all products per contract
- Insulate and caulk around products
- Verify that all products installed are in good working order
- Remove drop clothes, vacuum, and remove all debris
- Remove all old products from premises upon completion
- All work to be performed during normal working hours of 8:00 a.m. to 5:00 pm Monday-Friday, unless other arrangements are made.
- Installation and prefinish is warranted for the period of two years on materials and workmanship. Warranty time frame begins at date of completion.

Homeowner Will:

- Secure building permit if needed
- Remove existing shutters and awnings

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- Reinstall shutters and awnings
- Cut back or tie trees, bushes and shrubs two feet from exterior wall
- Arrange to have alarm system disconnected and reinstalled
- Arrange to have any plumbing and/or electrical repairs or changes made by appropriate licensed contractor prior to install date
- Provide site electricity for power tools
- All blinds and interior window treatments need to be removed prior to your installation date.
- All furniture needs to be moved at least 6 feet away from any window or door begin replaced.
- All personal items, wall hangings and collectibles must be removed prior to you installation date.
- Any non-movable furniture (example: pianos, built in cabinets, etc.) must be cleared of items and be surface dusted prior to installation.
- Have pets controlled so they do not get loose
- Remove all stickers from products installed
- Wash all interior and exterior glass surfaces

TERMS & CONDITIONS:

Quotes are valid for 30 days.

Order Totals	
Taxable Subtotal	\$20,465.52
Sales Tax @ 0%	\$0.00
Non-taxable Subtotal	\$4,969.03
Total	\$25,434.55
Deposit Received	
Amount Due	\$25,434.55