

PINION PARK NORWOOD

WELCOME GUIDE

VERSION- October 2023

Congratulations and welcome to Pinion Park!

We are excited to welcome you to your new home. In this package you will find relevant information and items required to complete your purchase and move in process. **Please take the time to read through at least the opening sections prior to Addendum A, there is key information here and actions that must be taken.** We have worked hard to build these homes, and we are so excited to finally welcome you as a homeowner.

By now, you should have received your keys at closing and scheduled a move in date! Perhaps you have already moved in! Whatever the case, we are always available for questions during your move. Please contact us at Rural Homes anytime with questions. We can be reached at: homeowner@ruralhomesproject.co

Whether we talk to you tomorrow, next week, or in a year or two, we hope that you enjoy your new home for years to come!

Sincerely,

Rural Homes Team
Paul, Sheamus, and Dylan

NEXT STEPS:

We ask that you please contact the local utility providers to set up your billing and accounts. Their contact information is below. We also recommend registering your appliances.

HOME WARRANTY INFORMATION:

Your home warranty information is contained in your purchase and sale agreement "Addendum B". Please review this document carefully for warranty coverage and information. If something in your home is not quite right, please first review the Addendum, and then if you determine you would like to file a claim submit it using this link: <https://forms.gle/m3YDpZe86ULcdhfy7>

IMPORTANT CONTACT INFORMATION:

There were a lot of different parties that came together to make Pinion Park a reality. If you are unsure who specifically to reach out to, please get in touch with us. We can be reached at: homeowner@ruralhomesproject.co Otherwise, we have listed out some important contacts here for you to get in touch with directly.

Deed Restriction and Re-Sale Information:

For deed restriction, rental and sale inquiries and information such as how to document home improvements, please contact the San Miguel Regional Housing Authority (SMRHA). Attached to this document in Exhibit 1 are the Pinion Park Deed Restriction Guidelines. In this document, you will find a summary of Deed Restriction regulations, information about ongoing compliance requirements, and an outline for selling your house if you need to in the future. Get in touch with the Housing Authority at any time with additional questions.

San Miguel Regional Housing Authority
w: www.smrha.org
e: admin@smrha.org
p: (970) 728-3034 Ext. 4

Regional Power Company:

Power is supplied by San Miguel Power Association (SMPA). If you have any questions about setting up your account or about your electrical bills, please reach out to them directly. These are all electric homes, there is no natural gas mainline in the vicinity.

San Miguel Power Association
w: <https://www.smpa.com/>
e: memberservice@smpa.com
p: (970) 864-7311

Solar Panel Tariff On Bill Financing:

For information or questions regarding the billing for your PV offset repayment program, please contact our friends at the Colorado Clean Energy Fund (CCEF). **Exhibit 2** attached to the end of this document includes information on Tariff On Bill Financing and how billings function.

Colorado Clean Energy Fund
w: <https://cocleanenergyfund.com/>
e: info@cocleanenergyfund.com
p: (970) 275-8482

Solar Panels:

The solar panel works by bypassing the meter, so it offsets what your house uses, but the excess of your utility usage gets billed directly from SMPA. Someone from Elemental Energy will give you an introduction to your system, show you the circuits, and introduce you to the app that monitors production. There is a 25-year warranty on your panels, and a 2-year warranty on the installation. Keep them functioning like new! If you think there is an issue with your rooftop solar array, please get in touch with John at Elemental Energy.

Elemental Energy
w: <https://www.elementalenergy.net>
e: john@elementalenergy.net
p: (303) 870-2312

Heat Pumps:

We've added a mini-split heat pump to your house, which will provide a more efficient heating system and an added benefit of a cooling load (air conditioning) when it's warm. We recommend prioritizing the mini-split system as a means to heat your home, as it will be more efficient and hopefully cheaper than the cove radiant panels that are installed near the ceiling of each room and controlled by the thermostats mounted on the walls. **In order to guarantee the 10-year warranty of your Mini-Split and Heat Pump, you must register them using this link:** <https://eprw-odcsybcs-04072133-6147-fgai2020.builder.ocp.oraclecloud.com/ic/builder/rt/SelfServicePortal/live/webApps/selfserviceportal/?page=shell&shell=product-registration>
The heat-pump's air handler unit on the first floor connects to a condenser unit outside. There is a 10-year warranty on your system if it is registered. Get in touch with High Altitude Mechanical if the system is having any issues. The manual for the mini-split will be in a drawer in your kitchen.

High Altitude Mechanical
e: steven@highaltitudemechanical.com
p: (540) 409-1722

Electric Vehicles:

Every home is pre-wired to be ready for an electric vehicle charging station, if you desire to purchase an electric vehicle in the future. If you have a garage, the port will be available in the garage, otherwise it will be near your porch on the driveway side of the unit.

Appliances:

We have compiled all manuals for the appliances in the top right kitchen drawer along with other paperwork and instructions for the assorted building elements. **We recommend registering your appliances for warranty right away.** For more information on each appliance see **Exhibit 3** at the end of this document. Please get in touch with the manufacturer of the appliance if you have any questions about its operations.

Information on the Installed Electrical Components of the Home:

Ceiling Fan Model/Information:

https://www.progresslightingexperts.com/lighting/7-379-530-0-1032616/Progress_Braden---44-Inch-3-Blade-Hugger-Ceiling-Fan-with-Light-KitP250058-028-30.htm?bid=autocomplete

Bathroom Fan Timer Installation and User Guide:

https://dtrermj9469s.cloudfront.net/userfiles/images/inriver/original/10023_st01-ei600%20series%20instructions%20en.pdf

Cove Radiant Panel Heater Information:

https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=&ved=2ahUKewi2iu-FxrT-AhXTIH0KHZvmB_8QFn0ECBEQAQ&url=https%3A%2F%2Fmightyenergy.net%2Fwp-content%2Fuploads%2F2017%2F09%2Ffcc_installation_coveheater.pdf&usg=AOvVaw0vhFpUpgm5fh3gyo0g_yyB

Thermostat Information:

Installation instructions:

https://digitalassets.resideo.com/damroot/Original/10014/69-1803ES.pdf?_ga=2.235317188.436444615.1681859570-280308491.1681859569

Owner's guide:

https://digitalassets.resideo.com/damroot/Original/10014/69-1805EF.pdf?_ga=2.2865374.436444615.1681859570-280308491.1681859569

Humidistat Information (In crawlspace, controls crawl space fan)

https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=&ved=2ahUKFwi8u5GKsr7_AhUeAzQIHxb6A8cQFnoECA4QAQ&url=https%3A%2F%2Fwww.leviton.com%2Fen%2Fdocs%2FIPHS5-Instruction-Sheet_English.pdf&usg=AOvVaw1YAV2SwofWGaOr1do82wpy

All Other Home Component Information:

Exhibit 4 at the bottom of this document has a spreadsheet that has a list of all the other parts of your home (**paint colors, materials, etc.**).

Norwood Public Utilities:

Potable Water, Sewer, and Raw Irrigation Water are all provided by the Town of Norwood. Please refer to their website for relevant information, forms, and service fees. Please also get in touch with the Town for any questions about your taxes, street maintenance, and other neighborhood questions.

w: <https://norwoodcolorado.com/>

e: info@norwoodcolorado.com

p: (970) 327-4288

Note on raw water- Current Town of Norwood policy requires that homeowners pay an annual fee of \$150 to access their raw water system for irrigation. This is the only fee related to the raw water system, but if it is not paid, it will accrue over multiple years (e.g. if this year was unpaid, the upcoming year would require a \$300 fee to access the raw water).

Trash Collection Services:

If you would like to sign up for weekly trash pick up, please call Bruin Waste at 1-800-559-2149. Otherwise, please refer to <http://www.norwoodtown.com/waste-recycling/> for information on landfills and recycling.

Broadband Internet Services:

After activation, Clearnetworx has offered you two months for free! Pinion Park buyers who earn 80% AMI and below, can get a plan for \$10/month for the first year you occupy the home. For additional information on communications plans for the future, please visit their website or get in touch with them:

Clearnetworx:

w: <http://clearnetworx.com/>

e: info@clearnetworx.com

p: (970) 240-6600

Shared Maintenance:

Some homes in the neighborhood share a common partition wall with another house - referred to as a "party" or "parti" wall. Please refer to Addendum A of your purchase agreement for more

information.

Home Improvements and Fences:

Because there is no HOA in Pinion Park, each homeowner is free to improve the interior and exterior of their home as they would like, as long as they are complying with local and regional building codes and regulations. More information on these regulations can be found through the county building department with the following link:

<https://www.sanmiguelcountyco.gov/157/Building>

We do ask that you document any home improvements with the Housing Authority (see the Deed Restriction Information above for more information).

If you want to build a **fence** around your property, you must acquire a permit from the Town of Norwood and we recommend discussing this with your neighbors first. You can contact the town clerk to discuss a permit at 970-327-4288. The title company has information on lot line boundaries.

Crawlspace and Radon Mitigation:

The Crawlspace is where the **main water shutoff** for the house is. Radon: the plastic film in your crawl space is taped to the stem wall foundation and vents radon (a naturally occurring gas in soils in Norwood) out of the roof. Please walk carefully to protect this surface. This crawlspace is conditioned, but we would not recommend using it as occupiable space.

Homeownership & Financial Counseling:

Please look into the following statewide resources for new Homeowners!

[Colorado Housing and Finance Authority \(CHFA\) Financial Advice page](#)
[Department of Local Affairs Housing Counseling Assistance Program](#)

In the event of an emergency, always call 911 first.

Addendum A

ADDENDUM A TO CONTRACT TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

(Miscellaneous Provisions, including Limited Warranty)

I. No Commission

A. Seller will not pay any commission or fee for any broker that represents Buyer.

II. Deed Restriction

A. The Property is conveyed exclusively for the use of affordable housing for persons and households that meet certain requirements and that work in San Miguel County, Colorado. This restriction does not expire and is enforced by public authorities. For more information, contact the San Miguel Regional Housing Authority.

III. Party Wall Agreement

[This Party Wall Agreement applies when a dwelling or garage on the Property shares a common wall with a dwelling or garage on an adjacent property.]

A. The common wall is on a property line that is shared by both properties. The common wall is referred to as a "Party Wall." By owning the Property, Buyer thus becomes an owner of a Party Wall.

B. Each Party Wall shall be shared and jointly owned by the owners of the properties that are divided by the Party Wall.

C. A Party Wall includes the support joists, crossbeams, studs, structural members, insulation, utility lines, pipes, conduits, and other improvements located in the Party Wall. The Party Wall does not include the interior finished surface of the Party Wall.

D. Any owner's use of a Party Wall shall not injure any component of the Party Wall. An owner may not materially modify a Party Wall without the prior written consent of the other owner.

E. The cost of repair and maintenance of the interior finished surface of the Party Wall shall be the sole expense of the owner that owns the interior space. If an owner needs or desires to repair, rebuild, or maintain the whole or any other part of a Party Wall, the repairing, rebuilding, or maintenance expense shall be borne equally by both owners. Any repairing or rebuilding shall be on the same location, and of the same size, as the original Party Wall or portion thereof, and of the same or similar material as that used in the original Party Wall or portion thereof.

F. Notwithstanding the foregoing, to the extent that damage to a Party Wall is covered by insurance, the full insurance proceeds shall be used and applied to the extent necessary to repair, restore, or replace the Party Wall. Any insurance proceeds not necessary for such repair, restoration or replacement shall belong solely to the owner of the insurance policy under which such payment was made.

ADDENDUM A TO CONTRACT TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

G. In the exercise of each owner's right and responsibility for the maintenance, repair, and rebuilding of a Party Wall, each owner shall have, and is hereby granted, a perpetual and reciprocal non-exclusive easement in and across the other owner's Property as necessary to effectuate such repair, rebuilding, or maintenance.

H. After reasonable written notice to the other owner, each owner shall have the right to break through the Party Wall for the purpose of repairing or restoring sewer, water, or other utilities located within the Party Wall, subject, however, to the obligation to restore the Party Wall to its previous cosmetic and structural condition, at such owner's sole expense.

I. Notwithstanding the foregoing, in the event that a Party Wall or any portion thereof is destroyed or damaged due to the negligence or intentional act or omission of an owner thereof, for which the owner is legally liable under general rules of law regarding liability for property damage due to negligence or intentional acts or omissions, the owner shall be solely responsible for the cost of repairing the Party Wall.

J. If an owner of a Party Wall fails or refuses to pay its share of any cost of the repair, rebuilding, or maintenance of a Party Wall, within thirty (30) days after written demand by the other owner, the other owner may cause the Party Wall to be repaired, rebuilt, or maintained. The other owner shall be entitled to assess and collect one-half of the costs against and from the non-paying owner. One-half of the costs shall become and remain a lien against the non-paying owner's Property, upon which interest shall accrue at the rate of eighteen percent (18%) per annum, until fully paid.

K. This Party Wall Agreement shall continue perpetually and shall constitute a covenant running with and appurtenant to each Property, provided, however, that nothing herein shall be construed as a conveyance by any owner of such owner's rights in the fee ownership of the Property. This Declaration shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of each owner.

IV. Construction Defect Action Reform Act

A. Seller is a charitable organization under the Colorado Charitable Solicitations Act, C.R.S. § 6-16-101, *et seq.*

B. Buyer expressly waives all rights, causes of action, and remedies provided by the Construction Defect Action Reform Act, C.R.S. § 13-20-801, *et seq.*

V. LIMITED WARRANTY

A. Buyer is provided with a limited warranty, which is attached to this Contract as Addendum B ("Limited Warranty"). Except as set forth in the Limited Warranty, neither Seller

ADDENDUM A TO CONTRACT TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

nor its "Contractors" (nor their respective owners, officers, and agents) has made nor shall be responsible for any warranties of any kind relating in any manner to the Property, whether express or implied, including without limitation, those of workmanlike construction, merchantability, conformance with local building codes, fitness for a particular purpose, habitability, design, condition, quality, or otherwise. Buyer understands and agrees that except for the Limited Warranty, this sale is "as is" and "where is." Buyer waives and agrees not to assert any claim for any express or implied warranties other than as set forth in the Limited Warranty. Buyer agrees to save and hold harmless Seller and its Contractors (and their respective owners, officers, and agents) from and against all claims asserted or based upon any express or implied warranty (other than the Limited Warranty), including without limitation, those of workmanlike construction, merchantability, conformance with local building codes, fitness for a particular purpose, habitability, design, condition, quality, or otherwise relating to the Property.

B. All warranties provided to Buyer in the Limited Warranty apply only to items provided by Seller for the Property. Seller makes no warranties, express or implied, with respect to any items installed on the Property which are ordered specifically or separately by Buyer or others. Except as provided in the Limited Warranty, Buyer assumes the risk of any and all damage occurring in or appearing on the Property from and after the date of Closing, regardless of the cause thereof.

C. In exchange for the Limited Warranty, Buyer waives all non-warranty claims against Seller and its Contractors (and their respective owners, officers, and agents), including, without limitation, claims based on negligence, breach of contract, and/or the Colorado Consumer Protection Act, C.R.S. § 6-1-101, *et seq.* After Closing, all claims, rights, and remedies of Buyer in any way relating to this Contract and/or the design and/or construction of the Property shall be limited to those expressed in the Limited Warranty. The warranties in the Limited Warranty are instead of any and all other warranties which may exist and are intended to cover all claims against Seller and its Contractors (and their respective owners, officers, and agents), whether such claims are based on the Limited Warranty or otherwise. Such excluded claims include, without limitation, claims based on negligence, breach of contract, and/or the Colorado Consumer Protection Act, which Buyer might otherwise be entitled to assert against Seller and its Contractors (and their respective owners, officers, and agents). Buyer specifically waives the right to obtain damages in the event that another party brings a claim on behalf of Buyer.

D. Buyer hereby gives Seller and its agents and Contractors the right to enter the Property at mutually agreeable times to inspect and/or repair any defects or problems Buyer contends exist on the Property. This right to inspect and Seller's decision whether to perform repairs shall be a condition precedent to initiating any mediation, arbitration, or litigation. Under no circumstances may Buyer initiate a mediation, arbitration, or litigation, if applicable, before allowing Seller and its agents and contractors the opportunity to inspect and repair any alleged problems with the Property.

E. Damages for any claim relating to the design, construction, or condition of the Property for which Seller or its agents or Contractors are responsible hereunder shall not exceed

ADDENDUM A TO CONTRACT TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

an amount equal to the actual direct damages necessary to compensate Buyer, and in no event and under no circumstances shall damages ever exceed the total purchase price paid for the Property. In no event shall consequential damages, incidental damages, punitive damages, or treble damages or any other multiplier of damages be recoverable, and Buyer and Seller waive, release, and covenant not to assert any right or claim to such damages, including, but not limited to, damages such as bodily injury, damages to personal property, and damages to real property which is not part of the Property. Buyer expressly understands and agrees that the terms of this anticipatory release and the damage limitations contained in this Limited Warranty are the result of a knowing allocation of risk between the Parties based upon the purchase price. The Parties acknowledge and agree that the purchase price and other considerations would have been higher without these damage limitations, and these limitations are a reasonable manner of risk allocation between the Parties. The Parties intend that these damage limitations be enforced, even if any remedy fails of its essential purpose. The Parties acknowledge and agree that these damage limitations and any release given have been given for and in consideration of a negotiated arms-length transaction upon which each of the Parties had a full and complete opportunity to negotiate.

F. If any provisions in this Limited Warranty conflict with any applicable federal or Colorado laws that provide non-waivable legal rights including, without limitation, the Homeowner Protection Act of 2007, the Colorado Construction Defect Action Reform Act, or the Colorado Consumer Protection Act, the non-waivable terms of such law shall control. To the extent any provision of this Contract is interpreted by any court or arbitrator to be void or invalid under C.R.S. § 13-21-111.5, such provision shall be interpreted to give maximum effect to such provision's intent, as limited by C.R.S. § 13-21-111.5.

G. Buyer and Seller intend that this Limited Warranty shall bind any person or entity that seeks the benefit of this Contract or otherwise seeks to enforce Buyer's rights.

H. It is expressly agreed and understood that all waivers, releases, limitations on damages, and other provisions of this Limited Warranty shall survive Closing (and shall not merge with title), termination, or expiration of this Contract and shall be binding upon Buyer and Buyer's heirs, successors, and assignees.

VI. Energy Conservation/Solar Panels

A. Solar panels are installed on the roof of the Property, and all other residences in Pinion Pines. The purchase price and installation costs of these panels are financed through a program with the San Miguel Power Association ("SMPA"), which is subsidized by the Colorado Clean Energy Fund. Pursuant to this program, all the homeowners in Pinion Pines will receive a monthly flat rate bill from the SMPA, which reflects the financing charge for the solar panels necessary for the SMPA to recover its costs incurred in financing the purchase and installation of the solar panels. A notice of the SMPA charges will be recorded against the Property. If the Buyer or the Buyer's successor fails to make the required payments to the SMPA, SMPA may disconnect electricity service for nonpayment of the required charges. A SMPA tariff rider and other information concerning this program may be obtained from the Seller or the SMPA.

ADDENDUM A TO CONTRACT TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

VII. WAIVER OF JURY TRIAL:

AFTER CONSULTING WITH COUNSEL OF THEIR CHOICE OR HAVING HAD THE CHANCE TO DO SO, SELLER AND BUYER KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE, RELINQUISH, AND FOREVER FORGO THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS CONTRACT TO BUY AND SELL REAL ESTATE (RESIDENTIAL).

VIII. ADDITIONAL DISCLOSURES, RELEASES AND AGREEMENTS.

A. Naturally Occurring Radioactive Material Disclosure and Release. In certain locations in Colorado, above average levels of naturally occurring radioactive material (“NORM”) have been detected. Some scientists think that such radioactive emissions may be hazardous to health. However, no federal or Colorado state regulations or standards set forth acceptable levels of NORM in residential buildings. The radon system described above may help reduce NORM levels, but is not designed specifically for that purpose. **BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS MADE NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE PRESENCE, ABSENCE OR LEVEL OF NORM OR OTHER ENVIRONMENTAL POLLUTANTS WITHIN THE RESIDENCE OR THE SOILS BENEATH OR ADJACENT TO THE RESIDENCE PRIOR TO, ON OR AFTER THE CLOSING. BUYER FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS HEREBY RELEASES SELLER FROM ANY AND ALL LIABILITY AND CLAIMS WITH RESPECT TO NORM.**

B. Mold and Other Indoor Contaminants Disclosure and Release. There are many different types of possible indoor environmental contaminants, such as mold, fungi, dust mites, pet dander and aerosol chemicals released from paints, carpets, plastics, tiles and other material. In part because sensitivity to various types of mold and other indoor contaminants varies from person to person, there are no federal or Colorado state standards concerning acceptable levels of exposure to mold or fungi. In addition, materials within the Residence, such as paints, carpets, plastics, tiles, glues and other material, may release aerosol chemicals into the indoor air. **BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS MADE NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE PRESENCE, ABSENCE OR LEVEL OF MOLD, FUNGI OR OTHER INDOOR ENVIRONMENTAL CONTAMINANTS WITHIN THE RESIDENCE PRIOR TO, ON OR AFTER THE CLOSING. BUYER FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS HEREBY RELEASES SELLER FROM ANY AND ALL LIABILITY AND CLAIMS WITH RESPECT TO MOLD, FUNGI OR OTHER INDOOR ENVIRONMENTAL CONTAMINANTS.**

C. Electromagnetic Fields Disclosure and Release. All power lines and electrical appliances that draw electric current have electromagnetic fields (“EMF”) around them. The

ADDENDUM A TO CONTRACT TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

Residence may be located near power lines that generate EMF. Seller has no expertise or information about the detection or effects of EMF and does not monitor research regarding EMF. **BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS MADE NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE PRESENCE, ABSENCE OR LEVEL OF EMF WITHIN THE RESIDENCE PRIOR TO, ON OR AFTER THE CLOSING. BUYER FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS HEREBY RELEASES SELLER FROM ANY AND ALL LIABILITY AND CLAIMS WITH RESPECT TO EMF.**

D. **Variations in Natural Materials and Concrete.** Buyer acknowledges that the Residence contains natural materials that will vary in color, consistency and finish, and that these inconsistencies are inherent in natural materials and shall not be deemed defects in the Residence. These inconsistencies are inherent and expected in columns, floors, cabinetry, granite, tile and ceilings. In addition, the Residence has been constructed with concrete that will crack and settle over time. Non-structural cracks, exposed aggregate, imperfections, patches, blemishes, fissures and other concrete variability are normal and Buyer accepts that condition.

E. **No View Easement.** There exists no easement or other right, express or implied, for the benefit of Buyer, the Residence or the project, for light, view, or air contained in this Agreement, the Covenant-Related Documents or any other binding agreement or document. Buyer acknowledges that neither Seller, nor any agent, broker, employee or representative of Seller has made any representations or warranties to the contrary to Buyer.

F. **Condensation/Humidity.** The exterior window and door system of the Residence is designed to mitigate the migration of cold from the outside environment to the interior of the Residence. In very cold conditions or in relatively high humidity with the Residence, condensation, frost and ice may form on the windows, doors or frames thereof, which moisture can cause various problems including damage to flooring, walls, and other property in contact with the moisture. Buyer agrees that it is Buyer's responsibility to maintain the humidity within the Residence so as to avoid the formation of such condensation.

G. **Drainage and Grading.** Buyer acknowledges and agrees that drainage patterns have been designed for the entire project and therefore it is not unusual for water run-off from uphill lots or other areas to drain onto downhill lots and eventually arrive at a discharge point. Buyer understands and agrees that during storm events, water from other lots may discharge across or along the lot of the Residence. Such discharge may cause damage to landscaping or other improvements located within the drainage pattern, repair of which is Buyer's responsibility.

H. **Future Development Disclosure and Release.** Buyer acknowledges and agrees that development of the project in which the Residence is located is not complete and is ongoing. Seller has made no warranties or representations as to if and when the remainder of the project will be completed, the order in which it will be completed, the nature and types of other uses within the project, and whether future development may impair the existing views from the Residence. Buyer also acknowledges and agrees that there may be ongoing construction activities in the vicinity of the Residence. **BUYER WAIVES AND RELEASES ALL CLAIMS AGAINST SELLER AND SELLER'S CONTRACTORS, AGENTS, EMPLOYEES, MEMBERS AND MANAGERS ARISING OUT OF OR RELATING TO SUCH CONSTRUCTION ACTIVITY, UNLESS CAUSED BY THE GROSS NEGLIGENCE OF WILLFUL MISCONDUCT OF THE PERSON OR ENTITY AGAINST WHOM SUCH CLAIM IS MADE.** Seller shall have no responsibility to Buyer for

ADDENDUM A TO CONTRACT TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

any acts or omissions of the contractor and subcontractors constructing the project or for any impact of such construction on Buyer or Buyer's use and enjoyment of the Residence. Except as specifically provided in this Section, Buyer assumes all risk of such construction by electing to purchase and occupy the Residence prior to completion of the project.

I. **Garage Space.** Not all garages can accommodate all sizes of vehicles. In addition, garages accessed by alleys may have limited turning radiuses. If desired, Seller can provide you more specific information about the size of vehicles that can be accommodated by the garage associated with the Residence. Buyer shall be solely responsible for confirming that the Residence's garage is adequate for Buyer's vehicles.

J. **Utilities and Telephone.** Buyer shall make arrangements with utility, cable and telephone companies for service. Seller will be responsible only for any pre-wiring identified in the House Plans. Seller does not accept responsibility for any delay in the provision of utility, phone or cable service by those providers.

K. **No Oral Representations.** Buyer acknowledges and agrees that no warranties or representations relating to the Residence or surrounding property have been made or may be made by Seller except as expressly set forth in this Agreement. Buyer understands and agrees that no person has or had the authority to make any guarantee, promise, warranty or representation other than those expressly set forth in this Agreement and that Buyer has not and will not rely upon any such written or oral statements.

L. **Public Databases.** Many website and databases are available online that provide information about the community in which the Residence is located, including information about local parks and trails, schools, community events, recreation centers, senior services, public safety, Megan's Law registration, and various other matters. Buyers are encouraged to visit these websites to learn more about their new community. Seller makes no representations or warranties and cannot be held responsible for the content and/or accuracy of information of third-party websites.

IX. SOILS.

A. **Soil Reports.** Seller has advised Buyer that Seller is in possession of a summary report on the soils analysis and site recommendations for the Residence (the "Soils Reports"). Upon written request, Seller shall provide Buyer with The Soils Reports relating to the project. The Soils Reports will be deemed acceptable to and accepted by the Buyer unless Buyer notifies Seller, in writing, within thirty (30) days after the Effective Date that Buyer terminates this Agreement because of the soils, the Soil Reports, and/or the construction methods utilized by Seller, and identifying with specificity the unacceptable matter. *Professional technical advice should be sought by Buyer if Buyer does not understand the soils, Soils Reports and construction methods described in the Soils Reports.*

B. **Grading, Landscaping, and Maintenance.** Due to the possible presence of expansive soils and to protect the Residence from potential damage, it is important to maintain drainage away from the foundations of the Residence. Seller will establish a final grading of the property prior to Closing (except that if adverse weather conditions exist, final grading may be performed as soon as practical after Closing). At or prior to Closing, Buyer will be provided a final grading certificate that details the grading of the lot. Buyer is solely responsible for maintaining the final grading established by Seller including the repair of settled soil around the

ADDENDUM A TO CONTRACT TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

Residence and for any damages that occur due to failure to maintain the grade or changes made to the grade by Buyer or Buyer's contractors after Closing. Any changes made to the grading after Closing that impair drainage away from the foundation of the home and off of the lot may negatively affect the home by introducing water against the foundation. In addition to maintaining lot grading, it is the Buyer's obligation after Closing to: Not install any above- or under-ground irrigation lines, heads, or emitters within five feet of any foundation wall (the "Backfill Zone"); Not install any plantings within the Backfill Zone; Insure that all roof downspouts and all other water collection systems discharge beyond the Backfill Zone; Maintain the gutters so that they do not overflow; and Repair immediately any plumbing system or irrigation system water leaks.

Failure to strictly abide by the foregoing will void Seller's limited warranty (described above) and may cause excessive cracking and heaving of concrete slabs and/or damage to the foundation and/or other structural elements of the Residence. Non-living landscaping (i.e. rock, bark mulch, etc.) may be installed in the Backfill Zone. Seller and Seller's subcontractors are not responsible for any damages resulting from the improper installation, modification, or failure to maintain any irrigation system, landscaping, gutters, downspouts, downspout extensions, or grading by Buyer or Buyer's contractors.

X. CONSTRUCTION MATTERS

A. **Completion.** Seller agrees to substantially complete construction of the Residence within one year after the Effective Date of this Agreement. However, Seller's time to substantially complete construction shall be automatically extended for a period equal to any time lost by Seller as a result of weather, strikes, inability to obtain materials, labor shortages, inability to obtain utility connections, acts of God, war, riots, destruction or other casualty, government moratoriums, Contract Amendments approved by Buyer, or any other occurrence or condition beyond the control of Seller at a reasonable cost. Seller shall not be responsible for any inconvenience, loss or expense to Buyer arising out of the time for completion, including but not limited to any loss or expense resulting from Buyer's decision to lock or to float interest rates. If construction is not substantially completed within the time periods required above, Buyer's sole remedy shall be to terminate this Agreement by written notice to Seller in which event all amounts received by Seller from Buyer shall be returned to Buyer without interest and both parties shall be released from any further obligations under this Agreement. The issuance of a certificate of occupancy for the Residence shall be conclusive evidence of substantial completion of construction for purposes of this Section A.

B. **Plan Changes.** Seller is authorized to modify the Plans and make substitutions in its reasonable discretion, including, but not limited to the following: (a) to meet the requirements of any governmental authority, (b) to correct errors, omissions or oversights in the House Plans, (c) to meet unanticipated construction or site requirements, (d) to overcome hindrances to the expeditious completion of construction due to strikes or materials or labor shortages, and (e) to make minor relocations of electrical, plumbing, heating or similar services and equipment, or other elements of the Residence. Seller may also substitute materials, appliances, and related items with items of substantially equal or better quality. There may be

ADDENDUM A TO CONTRACT TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

minor deviations in room dimensions, locations of windows, doors, heating registers and controls, electrical outlets and switches, telephone outlets and other items of similar nature from the House Plans or models, and such deviations or modifications shall not constitute a breach of this Agreement by Seller. **Buyer recognizes that the final grade and configuration of the Residence on the lot will be dictated by Seller's construction practices and natural contours of the lot, and may vary from that of any model home viewed by Buyer.** Statements of approximate square footages of the Residence, as well as intended layout and floor plan for the Residence, may be set forth in the House Plans, sale brochures or marketing material. Buyer acknowledges that such statements are approximations and that the final square footage of the Residence as constructed may vary from such approximations. Also, all renderings, plans or drawings showing the location of landscaping and improvements are artist's conceptions only, and may not accurately reflect the location of landscaping, trees and improvements as built. Buyer waives any claims based on the changes in plans or renderings described in this Section B.

C. Control of Workers and Site. Buyer agrees that the direction and supervision of all workers on the site, including subcontractors, rests exclusively with Seller. Buyer agrees not to issue any instructions to, or otherwise interfere with, such workers including, without limitation, Seller's construction management personnel. Buyer also agrees not to contract with such workers, nor hire other builders or subcontractors in connection with the Property prior to Closing. Seller shall have exclusive possession of the property until Closing. All communication by Buyer with Seller shall be made through or coordinated by Seller's sales broker or agent. If Buyer or any guests or agents of Buyer visit the Residence prior to Closing or other areas of the construction site at any time, they each (a) shall do so at his/her own risk, (b) must be accompanied by a representative of Seller, (c) must wear a hard hat, and (d) must comply with all state and local health orders and the guidance and protocols issued by the Centers for Disease Control and Prevention then in effect with regard to COVID-19. All site visits must be prearranged with Seller and occur during Seller's regular hours of operation. Buyer acknowledges that construction sites contain hazards, and as partial consideration for this Agreement, fully and completely releases Seller and any sales broker or agent of Seller from any injury, damages, death or other losses suffered by Buyer during any visit to the property prior to Closing, regardless of the cause.

D. Inspection / Buyer's Indemnity. Subject to the restrictions and limitations provided elsewhere in this Agreement, Buyer, acting in good faith, has the right to have an inspection of the Residence performed at Buyer's expense. Any such inspection shall be performed by an insured professional inspector and shall be subject to other reasonable limitations that may be imposed by Seller, and may only occur 2-3 business days prior to the Home Orientation. If Buyer desires to have such an inspection performed, then Buyer shall contact Seller at least 10 business days prior to the Home Orientation in order to schedule a date for such inspection. Except as otherwise provided in this Agreement, Buyer is solely responsible for payment of all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request ("Work") and shall pay for any damage that occurs to the Residence as a result of any such Work. Buyer shall not permit claims or liens of any kind against the Residence for any such Work. Buyer shall indemnify and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller as a result of any such Work, claim, or lien. This

ADDENDUM A TO CONTRACT TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

indemnity includes Seller's right to recover from Buyer all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this section, including without limitation Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section shall survive the termination of this Agreement.

E. **Hours of Operation.** Buyer agrees to conduct business and meetings with the Seller during Seller's hours of operation. After hours appointments may be granted but are not guaranteed.

SIGNATURES

BUYER(s):

_____ Date: _____
_____ Date: _____

SELLER:

Norwood Homes LLC, a Colorado not for profit corporation

_____ Date: _____
Paul Major, Manager

Addendum B

ADDENDUM B TO CONTRACT TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

(Form of Limited Warranty)

Buyer(s) Name(s): _____

Property Address: _____

Warrantor: _____

Warranty Commencement Date: Closing Date of the Property as evidenced by the date that the deed to the Property is filed with the county clerk and recorder.

I

A. Coverage. **FOR ONE YEAR, BEGINNING ON THE WARRANTY COMMENCEMENT DATE (“WARRANTY PERIOD”) OR SUCH SHORTER PERIODS AS SPECIFIED HEREIN, WARRANTOR WARRANTS THAT THE PROPERTY WILL BE FREE FROM DEFECTS DUE TO FAULTY MATERIALS OR WORKMANSHIP, SUBJECT TO THE EXCLUSIONS, LIMITATIONS, AND PROVISIONS OF THIS LIMITED WARRANTY.**

B. Warrantor’s Performance. If a defect occurs in an item covered by this Limited Warranty, Warrantor’s obligation shall be limited, at Warrantor’s option, to repair, replace, or pay Buyer the reasonable cost of repairing or replacing the defective item. Warrantor’s total, aggregate liability under this Limited Warranty to Buyer for repairing or replacing one or more defects in the Property is limited to the purchase price paid by Buyer for the Property under the Contract (defined below), and Buyer hereby waives and releases Seller (as defined in the Contract), Warrantor and any contractor engaged in connection with the construction of the Property from any other claims, including, without limitation, any incidental, special, indirect, consequential or other damages to any person or property resulting from any defect. Warrantor’s efforts to correct defects shall not act to extend the terms or duration of this Limited Warranty. Warrantor shall not be obligated to remedy any defects covered by this Limited Warranty unless Buyer notifies Warrantor in writing of the defect as provided for in Article III below before expiration of the Warranty Period.

THE COVERAGE OF THIS LIMITED WARRANTY AND WARRANTOR’S OBLIGATIONS SHALL BE SUBJECT TO, LIMITED BY, AND ADMINISTERED IN ACCORDANCE WITH THE RESIDENTIAL CONSTRUCTION PERFORMANCE GUIDELINES CONSUMER REFERENCE, FIFTH EDITION, NATIONAL ASSOCIATION OF HOME BUILDERS, 2016 (“CONSTRUCTION PERFORMANCE GUIDELINES”). ALL WORKMANSHIP SHALL CONFORM TO THE GUIDELINES FOUND IN THE CONSTRUCTION PERFORMANCE GUIDELINES. IF AN ITEM IS NOT COVERED BY THE CONSTRUCTION PERFORMANCE GUIDELINES OR IN THIS LIMITED

ADDENDUM B TO CONTRACT TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

WARRANTY OR IN THE CONTRACT, STANDARD INDUSTRY PRACTICE SHALL GOVERN. SHOULD ANY TERMS OF THIS LIMITED WARRANTY CONFLICT WITH ANY TERMS OF THE CONSTRUCTION PERFORMANCE GUIDELINES, THE TERMS OF THE CONSTRUCTION PERFORMANCE GUIDELINES SHALL CONTROL.

C. Insurance. If Warrantor repairs or replaces or pays the cost of repairing or replacing any defect in the Property for which Buyer is covered by insurance, Buyer shall assign the proceeds of such insurance to Warrantor up to Warrantor's costs for such repair, replacement, or payment.

II

This Limited Warranty is subject to the following terms, conditions, limitations, and exclusions, all of which are an integral part of this Limited Warranty.

A. Cracks, chips, dents, scratches, mars, spots, stains, tarnishing, frays, snags or tears in, on or of the following are excluded from this Limited Warranty unless such defects are inconsistent with standard practice or allowable tolerances for the industry as determined in the sole discretion of Warrantor: flooring material (including, but not limited to, wood or vinyl resilient tile and carpet), doors, walls and woodwork, cabinets and vanities, countertops and vanity tops (laminated or solid surface), appliances, plumbing fixtures and equipment (including sinks, toilets, tubs, shower enclosures and faucets), mirrors, medicine cabinets, hardware, light fixtures, light switches and electrical, cable and phone outlets. Any damage occurring upon move-in is excluded from this Limited Warranty.

B. Nail or screw pops and/or wrinkled or open seams, cracks in walls, floors or ceilings, concrete shrinkage cracks, and swelling or shrinkage of wood floors are excluded from this Limited Warranty since such conditions do not result from faulty materials or workmanship but are the result of natural shrinkage, drying out of building materials, normal settlement of the Property, seasonal changes, habitation of the Property, wind loads, or other normal movement of structural components. Such occurrences commonly occur in gypsum wallboard installations, are a homeowner's maintenance responsibility and are excluded from this Limited Warranty. However, this Limited Warranty covers excess compound in joints, trowel marks, cracked corner beads, and tape blisters. Warrantor will not repaint, wallpaper, or decorate walls or ceilings of any repaired areas.

C. Warrantor shall not be responsible for faucet leaks, toilet adjustments, door and door frame adjustments, floor and wall tile grouting and caulking (including opening of/or cracks in the grout), which are excluded from this Limited Warranty. In addition, color variation in grout or caulk are excluded from this Limited Warranty.

D. Condensation, which can occur whenever warm and moist air comes in contact with a cold dense surface such as window and door glass and frames, is excluded from this Limited Warranty. Interior moisture is generated in many ways, including cooking, showering, drying clothes, or by a humidifier. Since Buyer's regulation of interior moisture levels influences condensation, control or damage resulting from condensation is excluded from this Limited

ADDENDUM B TO CONTRACT TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

Warranty.

E. All appliances, heating and ventilation equipment, electrical, mechanical and plumbing equipment, and all other items carrying a manufacturer's warranty, and consumer products (as that term may be defined under applicable federal, state and local laws, or their implementing regulations) installed or contained in the Property are excluded from this Limited Warranty. Warrantor hereby specifically disclaims and excludes any express or implied warranties of any nature, including any implied warranty of merchantability or fitness for a particular purpose, with respect to such items. All components and adjustments of the heating, venting and/or air conditioning system are excluded from this Limited Warranty.

F. Any damage caused by or the result of improper care, improper maintenance, or the improper use of floor products, including, without limitation, damage to wood flooring, vinyl resilient tile, sheet products, or carpet caused by the failure to use recommended floor protectors, furniture rests and cleaners, use of improper rolling casters under furniture and appliances, abuse or accidents, including, without limitation, burns, cuts, scratches, scuffs, and indentations from shoes or other hard items, any stains from carpet dyes, or damage caused by the presence of excessive moisture or alkaline substances are excluded from this Limited Warranty. This Limited Warranty excludes any difference between the color of samples or printed illustrations and the color of the actual flooring, or any loss of gloss resulting from normal usage.

G. This Limited Warranty excludes any damage to the extent it is caused or made worse by: (i) the negligence, improper maintenance, or improper operation by anyone other than Warrantor or its employees, agents or subcontractors; (ii) the failure to give notice to Warrantor of any defect within a reasonable time; or (iii) changes or modifications made by anyone other than Warrantor, or its employees, agents or subcontractors, including, without limitation, changes to the floor plan, designs, work or materials, or of the grading of the ground or drainage patterns on terraces and/or balconies.

H. Any defects in, or caused by, materials, work, designs, or plans supplied by anyone other than Warrantor, or its employees, agents, or subcontractors are excluded from this Limited Warranty.

I. Normal wear and tear or normal deterioration is excluded from this Limited Warranty.

J. Accidental loss or damage from causes such as, but not limited to: fire, explosion, smoke, water escape, unexpected changes in underground water tables, glass breakage, windstorm, hail, lightning, falling trees, aircraft, vehicles, flood, and earthquake are excluded from this Limited Warranty.

K. Any loss or damage that arises from the Property or any part of the Project being used for non-residential purposes is excluded from this Limited Warranty.

ADDENDUM B TO CONTRACT TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

L. Any particular defect if Buyer performs repairs, or causes repairs to be performed, to the defective portion of the Property without first receiving the prior written consent of Warrantor are excluded from this Limited Warranty.

M. Insect or animal damage is excluded from this Limited Warranty.

N. Walls, ceilings, terraces, patios, and floors can develop cracks due to natural characteristics of expanding and contracting of concrete, so such cracks are excluded from this Limited Warranty. This is a normal occurrence that cannot be controlled. However, Buyer can protect exterior concrete by keeping it free and clear of ice and snow and by not applying salt in any form. All concrete surfaces, including those in precast and prestressed concrete products, may discolor due to temperature, humidity, or light variations in the material composition and discoloration is excluded from this Limited Warranty. Small surface holes caused by air bubbles, color variations, form joint marks, and minor chips and spalls are normal and are excluded from this Limited Warranty.

O. The research and industry publications addressing floor squeaks shows that many approaches have been tried but concludes floor squeaks cannot be completely eliminated. Accordingly, floor squeaks are excluded from this Limited Warranty. Generally, such squeaks appear and disappear with changes in weather conditions.

P. Buyer may cause frozen pipes or sillcocks by failing to drain sillcocks, close shut off valves, or disconnect garden hoses, so these issues are excluded from this Limited Warranty.

Q. Woods, cabinets, paneling, doors, floors, stairs, railings, and wood trim all have variations in wood grain and color. These variations cannot be controlled and are excluded from this Limited Warranty.

R. Walls have been painted and are in good condition at the time of closing. Buyer is then responsible for care and maintenance so that these issues are excluded from this Limited Warranty. Chips, cracks, and peeling are conditions that may occur due to causes other than the paint or its application and, therefore, are excluded from this Limited Warranty.

S. If natural stone is installed in the Property, natural stone (including without limitation, marble, granite, limestone, and slate) is a natural product so that it is not uniform or consistent like manufactured building materials. This lack of consistency is thus excluded from this Limited Warranty. When cut or tooled, minor imperfections, chips, dents, nicks, or gouges commonly occur. So long as these imperfections are consistent with standard practice not beyond allowable tolerances, which is determined at Warrantor's discretion, such imperfections are excluded from this Limited Warranty.

Stone products also vary in surface hardness and the rate at which they absorb moisture. Selection and installation of an inappropriate product for a given condition or location shall be the responsibility of Buyer and are excluded from this Limited Warranty.

ADDENDUM B TO CONTRACT TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

T. Dimensional changes in architectural wood products and other wood-based products such as plywood, veneers, and particleboard commonly occur and are excluded from this Limited Warranty. Under normal use conditions all wood products contain some moisture. Wood readily exchanges this moisture with the water vapor in the surrounding air according to the existing relative humidity. As fluctuations in humidity occur, some dimensional changes in painted or unfinished wood products will occur and are excluded from this Limited Warranty.

U. If wood flooring is installed in the Property, Buyer understands that wood is a natural product, which will respond to environmental factors that may cause the floor to shrink or expand. This may result in cracks between individual boards or buckling of the floor. In high humidity, wood floors will absorb moisture, causing boards to expand so that the edges rub together and produce squeaks. Conversely, during periods when wood floors are constantly exposed to heat and unusually dry conditions, visible buckling or cracks, sometimes up to the thickness of a nickel, between boards may appear. These events are excluded from this Limited Warranty.

To minimize these conditions from developing, Buyer understands that the relative humidity of the Property must be kept within a constant range of thirty percent (30%) to fifty percent (50%). Other guidelines for maintaining the appearance of wood floors and increasing their life include: (i) placing carpets or mats at all exterior doors and at frequently traveled areas (e.g., in front of the stove, kitchen sink, and refrigerator); (ii) shaking out or vacuuming carpets regularly; (iii) installing felt pads on all furniture that contacts the floor; (iv) dust mopping, vacuuming, or sweeping the floor on a regular basis; (v) never wet mopping the floor; and (vi) using a cleaner specifically recommended by a flooring retailer and following the mixing directions precisely. These recommendations are provided for information purposes only and do not constitute a representation or warranty to Buyer that complying to these guidelines will guarantee the satisfactory condition of such flooring. Effects caused by the shrinking and expanding of the wood floors are excluded from this Limited Warranty.

Further, as a product of nature, each piece of wood flooring will have different markings or variations in color or texture that occur during the growth of the tree, so these are excluded from this Limited Warranty. Further, wood flooring will absorb, reflect, or exhibit finishes and stains differently so that consistency among individual pieces cannot be guaranteed. Since the effects of climate, normal wear and tear (especially in high traffic areas), and the natural characteristics of the product cannot be controlled by Warrantor, the expansion, contraction, discoloration, shade variation or accelerated wear and tear in high traffic areas, as well as discoloration (bleaching) from ultraviolet radiation (sun), are excluded from this Limited Warranty.

V. Cabinets, countertops, doors, stairs, and other items in the Property may contain plastic laminates, which are subject to occasional chipping, delamination, peeling, and staining. Such conditions are not covered by this Limited Warranty.

W. The completed structure will experience slight settlement of the foundation over time and settlement is excluded from this Limited Warranty. **ALL LANDSCAPING IS EXCLUDED FROM THIS LIMITED WARRANTY.**

ADDENDUM B TO CONTRACT TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

X. To the extent that this Limited Warranty addresses maintenance requirements of Buyer relating to property and systems outside of the Property, Buyer acknowledges that these requirements must be met by the homeowner association, if any, in accordance with any maintenance manual provided by the homeowner association.

Y. Any damage or a defect caused by the failure of homeowner association, if any, or Buyer or Buyer's successor to maintain the Property in accordance with the maintenance manual the Buyer received at the closing of the purchase of the Property, if any, is excluded from this Limited Warranty.

Z. This Limited Warranty is personal to Buyer and may not be assigned.

III

A. Submission of Claims to Warrantor. If Buyer has a claim under this Limited Warranty, before the Warranty Period expires, Buyer must deliver a written notice to Warrantor (and Seller) at the addresses provided in this Contract.

B. Notices. All notices or claims to Warrantor (and Seller) must be either (i) personally hand-delivered; (ii) sent by mail, postage prepaid, certified mail, return receipt requested; or (iii) sent by email, to the address or email provided in this Contract, or to whatever other address Warrantor (and Seller) may designate in writing. Any hand-delivered notice shall be deemed received when delivered; any notice emailed shall be delivered as of the date stated on the email confirmation report; and any mailed notice shall be deemed received 3 business days after deposit in the United States mail. Buyer shall notify Warrantor (and Seller) of any change of address for receiving notices in the manner set forth in this Section B.

C. Action. Within 30 business days of receipt of a notice of a defect from Buyer, Warrantor shall either, as applicable: (i) commence remedying the defect and pursue such remedy diligently until completion; or (ii) notify Buyer (and Seller) in writing of its determination that the alleged defect is not covered by this Limited Warranty.

IV

BUYER UNDERSTANDS AND AGREES THAT THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY MADE IN CONNECTION WITH THE PROPERTY AND ANY COMMON ELEMENTS ASSOCIATED WITH THE PROPERTY.

THIS LIMITED WARRANTY IS IN LIEU OF ALL CLAIMS OF BUYER AND THEIR HEIRS, SUCCESSORS AND ASSIGNS AGAINST SELLER, WARRANTOR AND ANY CONTRACTORS ENGAGED BY SELLER AND/OR WARRANTOR IN CONNECTION WITH THE CONSTRUCTION, DESIGN, AND CONDITION OF THE PROPERTY AND ANY COMMON ELEMENTS, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR WORKMANSHIP), ALL OF WHICH CLAIMS ARE HEREBY WAIVED BY BUYER AND REPLACED WITH THIS

ADDENDUM B TO CONTRACT TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

LIMITED WARRANTY.

AS TO ANY PERSONAL PROPERTY AND AS TO ANY CONSUMER PRODUCT (AS THAT TERM MAY BE DEFINED UNDER APPLICABLE FEDERAL, STATE OR LOCAL LAWS OR THEIR IMPLEMENTING REGULATIONS, INCLUDING, WITHOUT LIMITATION, THE MAGNUSON-MOSS WARRANTY ACT) WHICH MAY BE A PART OF OR LOCATED IN THE PROPERTY OR ANY COMMON ELEMENTS (INCLUDING, WITHOUT LIMITATION, APPLIANCES, UTILITY SYSTEMS [INCLUDING AIR CONDITIONING AND HEATING SYSTEMS], AND ANY PERSONAL PROPERTY OR FIXTURES WITHIN THE PROPERTY AND ANY COMMON ELEMENTS), WARRANTOR NEITHER MAKES NOR ADOPTS ANY WARRANTY WHATSOEVER AND SPECIFICALLY EXCLUDES EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WORKMANSHIP. ALL SUCH ITEMS ARE ALSO EXPRESSLY EXCLUDED FROM THIS LIMITED WARRANTY. ANY WARRANTIES ISSUED BY A MANUFACTURER OF ANY SUCH PRODUCTS WILL BE ASSIGNED AUTOMATICALLY TO BUYER AT CLOSING BY SIGNING THE CONTRACT. BUYER ACCEPTS THIS ASSIGNMENT AND ACKNOWLEDGES THAT WARRANTOR HAS NO RESPONSIBILITY FOR SUCH ITEMS.

No representative of Warrantor has the authority to expand or extend the scope or duration of this Limited Warranty. This Limited Warranty should be read together with Addendum A to the Contract.

ADDENDUM B TO CONTRACT TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

SIGNATURES

Buyer's Name: _____

Buyer's Name: _____

Buyer's Signature: _____

Buyer's Signature: _____
Date

Address: _____

Date

Address:

Phone No.: _____

Phone No.: _____

Fax No.: _____

Fax No.: _____

Email Address: _____

Email Address: _____

Seller's Name: _____

Seller's Name: _____

Seller's Signature: _____

Seller's Signature: _____
Date

Address: _____

Date

Address:

Phone No.: _____

Phone No.: _____

Fax No.: _____

Fax No.: _____

Email Address: _____

Email Address: _____

Exhibit 1

The Updated Deed Restriction Information can be found on the website of the San Miguel Regional Housing Authority, <https://smrha.org/pinion-park/>

Exhibit 2

Solar and Heat pump Financing Information

TARIFF ON-BILL



REPAYMENT



For Norwood Pinion Park Homeowners



THE PROGRAM

WHAT YOU NEED TO KNOW

Each home in the Norwood Pinion Park Development has been constructed with rooftop solar PV and a heat pump.

Rooftop solar is an excellent energy resource, as it delivers power directly to your home, thereby offsetting the electricity that you purchase from your local utility, thus **saving you money on your monthly electricity bill.**

Additionally, heat pumps are highly efficient HVAC measures that move heat from one place to another, such as moving heat from the outdoors into a home to provide comfortable heating during cold months and cold air for cooling during summer months.

Because heat pumps operate at a high efficiency, they are often more cost effective than electric heating and many gas-powered heating appliances such as propane or even natural gas furnaces, in certain scenarios.

While each homeowner will pay for the cost of these energy measures via the utility bill,

the utility savings realized through the gained efficiencies and additional solar energy generation offset these costs, delivering a

lower overall utility bill for the homeowner each month!

The monthly charges associated with the repayment of these measures have been calculated over the course of 15 years and each installment will be included as a single line item on your monthly utility bill, titled the **“Beneficial Energy Adoption Repayment (BEAR)” charge.** More information on interest rates and monthly payments can be found in the program agreement.

MONTHLY REPAYMENT

HOW IT WORKS

Tariff on-bill repayment (TOBR) is a mechanism by which a resident or business owner may elect to install certain energy upgrades to their property at no upfront cost and repay the cost of the measure and installation via a voluntary tariff on their monthly utility bill. The term “repayment” included in TOBR denotes the fact that a third party, in this case the Colorado Clean Energy Fund, provides the upfront funding for the installation. In turn, the local electric utility, in this case San Miguel Power Association (SMPA), will bill customers on a monthly basis to recover CCEF’s costs over an agreed-upon timeframe. In many cases the energy savings achieved through the newly installed measures is greater than the monthly repayment obligation, thereby saving customers money on their utility bill every month.

1

You (the homeowner) set up your electricity account with SMPA

2

Your monthly utility bill will include the BEAR line item for repayment of your rooftop solar & heat pump

3

When the cost of the measures is paid in full, the tariff is removed & you'll no longer see the BEAR line item

TARIFF ON-BILL REPAYMENT

For Norwood Pinion Park Homeowners



FREQUENTLY ASKED QUESTIONS

Who do I contact for issues around my heat pump or rooftop solar?

During the warranty period, contact info@ruralhomesproject.co for any maintenance issues or concerns with operability. After that first year, please reference the move-in booklet for contractor and manufacturer contact information.

Wait, so who actually owns the rooftop solar system and heat pump if they haven't been fully paid off?

You (the property owner) do! A benefit of on-bill repayment is that the measure becomes yours at the time of installation, even though the upfront cost is covered by another entity (in this case, CCEF). The ownership only changes if/when you sell your house to a new owner.

What additional actions must I take to pay for these measures?

None! The repayment is included on your monthly utility bill, so your payment will be processed each month when you pay your electricity bill to SMPA.

Who do I contact for billing questions?

Billing for this equipment is handled by San Miguel Power Association (SMPA). You would contact SMPA with any billing questions around the measures, just as you would contact SMPA about any questions you have related to your traditional electricity bill. While SMPA will be the responsible party for billing and collection, please note that program administration for the on-bill portion of your electricity bill is handled by a third party. As a result, please allow for an additional 2 - 3 days to receive a full response to specific questions about the solar and heat pump measures.

Can I pay for my solar and heat pump early?

Yes! The beauty of on-bill repayment programs is that it allows customers to pay for the measures ahead of schedule, should you wish to do so. And there's absolutely no penalty for paying early!

What happens if I miss a payment?

SMPA will pursue full payment for any balance on your utility bill (including for the BEAR charges) through their regular collections procedures. If you are late on a payment, the utility will likely reach out to you requesting payment of any past due balances.

What happens if I move?

If you sell your house while still paying for the rooftop solar and heat pump, the financial obligation remains with the electricity service associated with the property. When you stop your electricity service, the obligation to pay will be assumed by the new homeowner. You do have an obligation to disclose the existence of this financial obligation to prospective buyers so they are aware of the tariff before buying the house. Often, homeowners will choose to pay off the measures in full before selling a home, to avoid the tariff transferring to a new homeowner.

Additional questions?

Feel free to reach out to the Colorado Clean Energy Fund!



CONTACT EMILY RICHARDSON
emily@cocleanenergyfund.com

Exhibit 3

Appliance Information

GTE18GMN/GSN/GTN

GE® ENERGY STAR® 17.5 Cu. Ft. Top-Freezer Refrigerator

FEATURES AND BENEFITS

#1 in Quality and Dependability – Among 14-18 cu. ft. refrigerators based on an independent study of property maintenance personnel.

Source: The Stevenson Company, 2016 – Market research company with over 20 years of experience in the appliance industry

LED lighting – Find all your favorite foods under natural-looking light

Edge-to-edge glass shelves – Enjoy a polished look and easy-access cleaning with edge-to-edge shelves that extend the full width of the refrigerator

Sliding deli drawer – Enjoy greater flexibility in your fridge and easily create more space for tall items with an innovative drawer that can be positioned wherever you prefer

Adjustable wire freezer shelf – Easily adjusts between two positions to accommodate items of all shapes and sizes

Upfront temperature controls – Easy-to-use controls regulate both fresh food and freezer sections

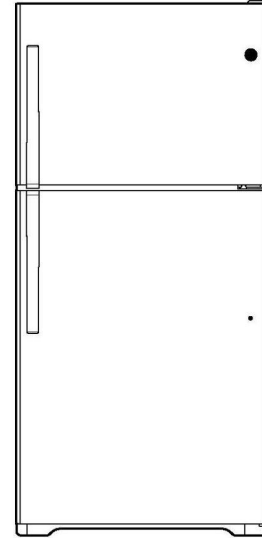
Model GTE18GMNRES – Slate

Model GTE18GSNRSS – Stainless steel

Model GTE18GTNRWW – White

Model GTE18GTNRBB – Black

Model GTE18GTNRCC – Bisque



As an ENERGY STAR® partner, GE has determined that this product meets the ENERGY STAR guidelines for energy efficiency.

Specification Created 7/19

JB645EK/RK/FK

GE® Series 30" Free-Standing Electric Range

DIMENSIONS AND INSTALLATION INFORMATION (IN INCHES)

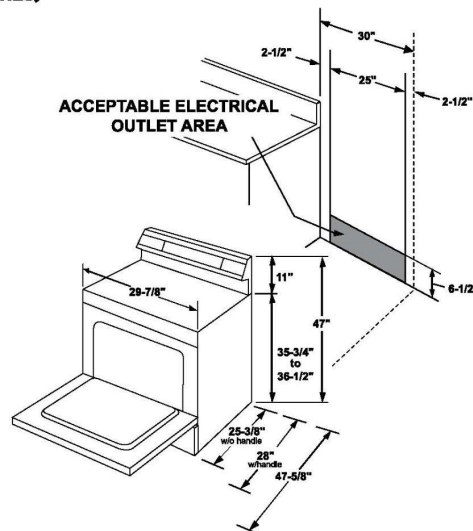
RECEPTACLE LOCATIONS: Locally approved flexible service cord or conduit must be used because terminals are not accessible after range installation. See shaded area in drawing for location of electrical outlet box. Recommended outlet locations allow range to be installed directly against wall.

NOTE: This appliance has been approved for 0" spacing to adjacent surfaces above the cooktop. However, a 6" minimum spacing to surfaces less than 15" above the cooktop and adjacent cabinet is recommended to reduce exposure to steam, grease splatter and heat.

INSTALLATION INFORMATION: Before installing, consult installation instructions for current dimensional data and additional requirements.

KW RATING	
240V	12.1
208V	9.1
BREAKER SIZE	
240V	40 Amps†
208V	40 Amps†

†NOTE: Check local codes for required breaker size.



For answers to your Monogram, GE Café® Series, GE Profile® Series or GE Appliances product questions, visit our website at geappliances.com or call GE Answer Center® Service, 800.626.2000.



All GE Appliances ranges are equipped with an Arc-Stop device. The installation of this device is an important, required step in the installation of the range.



Listed by Underwriters Laboratories

Specification Revised 6/18

JB645EK/RK/FK

GE® Series 30" Free-Standing Electric Range

FEATURES AND BENEFITS

Two 9/6" Power Boil elements – Two powerful elements boil water 25% faster than standard GE elements and adjust to fit cookware

Self-clean oven – Cleans the oven cavity without the need for scrubbing

Dual-element Bake – Upper and lower elements produce even heat and great results

Ceramic glass cooktop – Smooth cooktop easily wipes clean

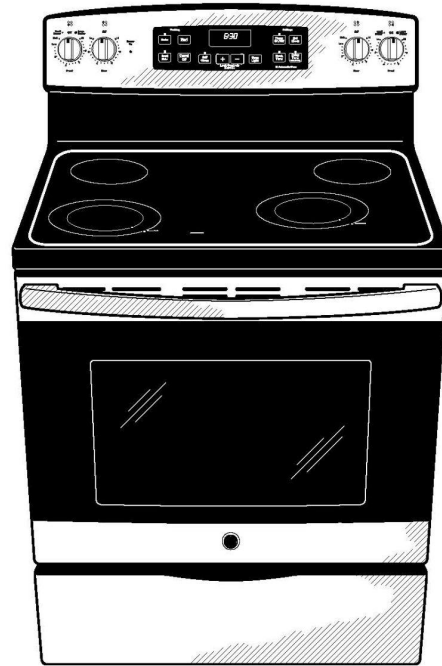
Removable full-width storage drawer – Store cookware or kitchen accessories

5.3 cu. ft. oven capacity – Enough room to cook an entire meal at once

Model JB645RKSS – Stainless steel

Model JB645EKES – Slate

Model JB645FKDS – Black slate



Specification Revised 6/18

JVM316ORF/EF

GE® 1.6 cu. ft. Over-the-Range Microwave Oven

DIMENSIONS AND INSTALLATION INFORMATION (IN INCHES)

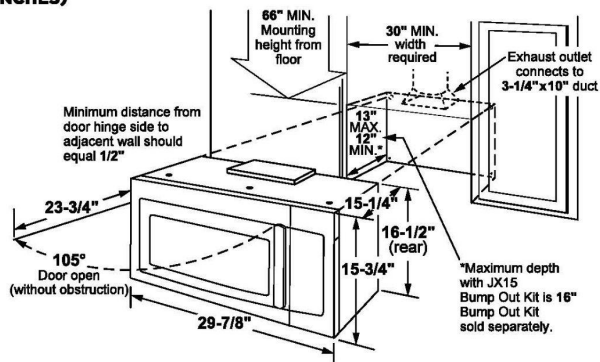
NOTE: Requires 120V grounded outlet. Electrical receptacle must be located in cabinet above microwave oven. No additional wiring, venting or cabinet rebuilding necessary in many cases. Complete detailed, easy-to-follow installation instructions and convenient full-size templates are packed with the microwave oven.

IMPORTANT INFORMATION: When installing the microwave oven over a range, allow minimum of 2" from bottom of microwave oven to top of range backguard to allow for removal of light covers.

VENTILATION OPTIONS: The microwave ovens are designed for adaptation to the following three types of ventilation:

- Outside exhaust (vertical – as shown)
- Outside exhaust (horizontal)
- Recirculating (non-vented ductless – see Filter Kit drawing)

INSTALLATION INFORMATION: This information is not intended to be used for installing unit described. Before installing, consult installation instructions packed with product/kit for current dimensional data.



For answers to your Monogram, GE Café®, GE Profile® or GE Appliances product questions, visit our website at geappliances.com or call GE Answer Center® Service, 800.626.2000.



Specification Revised 9/20

JVM3160RF/EF

GE® 1.6 cu. ft. Over-the-Range Microwave Oven

DIMENSIONS AND INSTALLATION INFORMATION (IN INCHES)

HOOD EXHAUST DUCT: Outside ventilation requires a HOOD EXHAUST DUCT. Read the following carefully.

EXHAUST CONNECTION: The hood exhaust has been designed to mate with a standard 3-1/4" x 10" rectangular duct. If a round duct is required, a rectangular-to-round transition adaptor must be used. Do not use less than a 6" diameter duct.

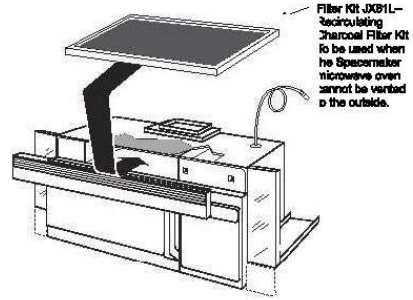
REAR EXHAUST: If a rear or horizontal exhaust is to be used, care should be taken to align exhaust with space between studs, or wall should be prepared at the time it is constructed by leaving enough space between the wall studs to accommodate exhaust.

MAXIMUM DUCT LENGTH: For satisfactory air movement, the total duct length of 3-1/4" x 10" rectangular or 6" diameter round duct should not exceed 140 equivalent feet.

ELBOWS, TRANSITIONS, WALL AND ROOF CAPS, etc., present additional resistance to airflow and are equivalent to a section of straight duct which is longer than their actual physical size. When calculating the total duct length, add the equivalent length of all transitions and adaptors plus the lengths of all straight duct sections. The chart below shows the approximate feet of equivalent length of some typical ducts.

DUCT	EQUIVALENT FEET
A. Rectangular-To-round Transition Adaptor	5 ft.
B. Wall Cap	40 ft.
C. 90° Elbow	10 ft.
D. 45° Elbow	5 ft.
E. 90° Elbow	25 ft.
F. 45° Elbow	5 ft.
G. Roof Cap	24 ft.

OPTIONAL ACCESSORIES (AVAILABLE AT ADDITIONAL COST)



For answers to your Monogram, GE Café® Series, GE Profile® Series or GE Appliances product questions, visit our website at geappliances.com or call GE Answer Center® Service, 800.828.3000.

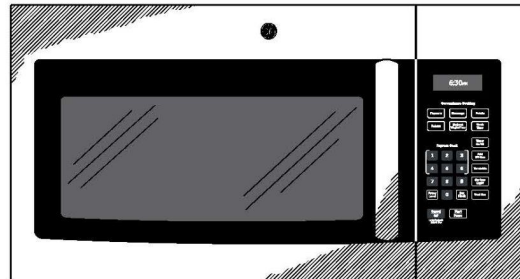
Specification Revised 9/20

JVM3160RF/EF

GE® 1.6 cu. ft. Over-the-Range Microwave Oven

FEATURES AND BENEFITS

- 1.6 cu. ft. capacity – 1000 Watts (IEC-705 test procedure)
- Convenience cooking controls – Operating made quick and easy
- Auto and time defrost – Defrosting times and power levels are programmed automatically or manually for optimal results
- Turntable on/off – Controls turntable operation
- Two-speed, 300-CFM venting system – Removes smoke, steam and odors
- Model JVM3160RFSS – Stainless steel/black
- Model JVM3160EFES – Slate



Specification Revised 9/20

GDF535PSR/PGR

GE® Dishwasher with Front Controls

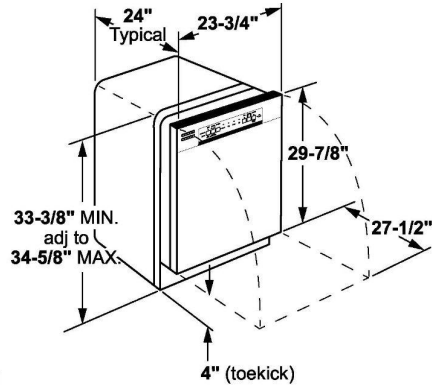
DIMENSIONS AND INSTALLATION INFORMATION (IN INCHES)

ELECTRICAL RATING

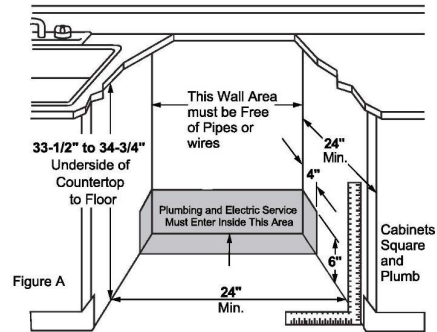
Voltage AC.....	120
Hertz.....	60
Total connected load amperage.....	7.1
Calrod® heater watts max.....	800/500

For use on adequately wired 120-volt, 15-amp circuit having 2-wire service with a separate ground wire. This appliance must be grounded for safe operation.

INSTALLATION INFORMATION: Before installing, consult installation instructions packed with product for current dimensional data.



For answers to your Monogram, GE Café® Series, GE Profile® Series or GE Appliances product questions, visit our website at geappliances.com or call GE Answer Center® Service, 800.626.2000.



Certified to NSF Standard 184 for sanitation

Specification Created 1/20

GDF535PSR/PGR

GE® Dishwasher with Front Controls

FEATURES AND BENEFITS

Advanced Dry Cycle – Get hard-to-dry items like plastics up to three-times drier than standard heated dry cycles with Dry Boost®. (*Compared to heated dry option.)

High Quality & Always Dependable – This GE dishwasher is built to last for years of reliable performance.

Reliable Performance – Rest assured this American made dishwasher will wash and dry your dishes every time.

Active Flood Protect – An internal sensor prevents the dishwasher from overflowing, so you have peace of mind with every cycle.

Multiple Cycle Options – Heavy wash, normal wash, 1-hour wash and rinse-only cycles provide a variety of ways to get your dishes completely clean.

Steam Sanitizing Wash – A sanitize setting reduces 99.999% of bacteria found on dishes, and a steam setting loosens tough soils, so there's no need to pre-rinse dishes.

Upper & Lower Racks – This dishwasher has a top rack and a bottom rack, so you can load dishes however you want.

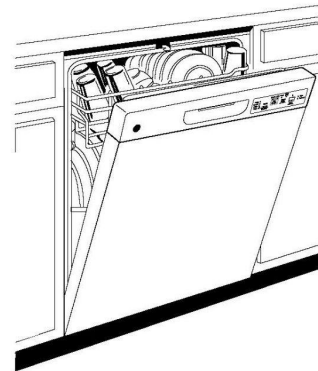
Quiet Operation – This quiet 55 dBA dishwasher has a status light on the door to let you know when it's running.

Hard Food Disposer – The Piranha™ hard food disposer with a removable filter has a stainless steel blade that rotates at 3,600 RPM, preventing large particles from clogging the wash arms and ensuring consistently clean dishes.

14 Place Setting Dishwasher – This dishwasher holds up to 14 place settings, so you can easily clean dishes after large gatherings.

Top or Side Mount Installation Brackets – Easily mount the dishwasher under your countertop or to the side of your cabinets using installation brackets for any type of countertop.

Built-Up Floor Capable – This dishwasher has adjustable heights, making it easy to install over built-up floors.



Model GDF535PSRSS – Stainless steel

Model GDF535PGRWW – White

Model GDF535PGRBB – Black

Model GDF535PGRCC – Bisque



Specification Created 1/20

GUD27EESN GUD27GESN

GE® Unitized Spacemaker® 3.9 DOE Cu. Ft. Stainless Steel Washer and 5.9 Cu. Ft. Dryer

DIMENSIONS AND INSTALLATION INFORMATION (IN INCHES)

ELECTRICAL REQUIREMENTS:

GUD27EESN Electric Dryer - This appliance should be connected to an individual, properly-grounded branch circuit with 120/240V or 120/208V single-phase 60 Hz electrical service and should be protected by 30-amp time-delay fuses or circuit breakers KW Rating per voltage (240/208). This appliance is manufactured with neutral connected to the frame. Power cord should be purchased separately.

GAS REQUIREMENTS:

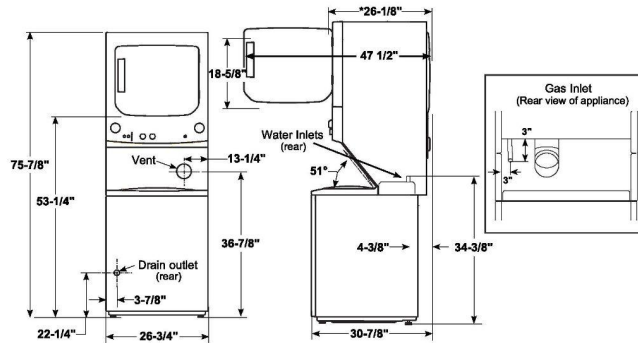
GUD27GESN Gas Dryer - This appliance should be connected to an individual branch circuit with 120-volt single-phase 60 Hz electrical service and should be protected by 20-amp time-day fuses or circuit breakers. This appliance is equipped with a 4-foot long flexible U.S. listed 20-amp power cord to match a 20-amp receptacle.

NOTE: Gas Rated input 20,000 BTU/HR. Factory equipped for natural gas. Tested for LP gas. LP gas supply requires a conversion kit. Have a qualified gas technician install a conversion kit before use.

Dryers must be exhausted to the outside.

INSTALLATION INFORMATION: For complete information, see installation instructions packed with the product.

Installation Instructions 27" NOMINAL PRODUCT DIMENSIONS



* Dimension represents door closed including handle and knobs.
NOTE: With feet set at mid position, feet can be adjusted +/- 3/8".



For answers to your GE Profile™ or GE Appliances product questions, visit our website at geappliances.com or call GE Answer Center® Service, 800.626.2000.



Specification Revised 1/21

GUD27EESN GUD27GESN

GE® Unitized Spacemaker® 3.9 DOE Cu. Ft. Stainless Steel Washer and 5.9 Cu. Ft. Dryer

DIMENSIONS AND INSTALLATION INFORMATION (IN INCHES)

For complete information, see installation instructions packed with your dryer.

DUCTING MATERIALS:

For best performance, this dryer should be vented with 4" diameter all rigid metal exhaust duct. If rigid metal duct cannot be used, then UL-listed flexible metal (semi-rigid) ducting can be used (Kit WX08X10077). In special installations, it may be necessary to connect the dryer to the house vent using a flexible metal (foil-type) duct. A UL-listed flexible metal (foil-type) duct may be used ONLY in installations where rigid metal or flexible metal (semi-rigid) ducting cannot be used AND where a 4" diameter can be maintained throughout the entire length of the transition duct. Please see installation instruction packed with your dryer for complete instructions when using flexible metal (foil type) ducting.

EXHAUST LENGTH CALCULATION:

- Determine the number of 90° turns needed for your installation. If you exhaust to the side or bottom of dryer, add one turn.
- The maximum length of 4" rigid (aluminum or galvanized) duct which can be tolerated is shown in the table.

For every extra 90° elbow, reduce the allowable vent system length by 10 ft. Two 45° elbows will be treated like one 90° elbow. For the side exhaust installations, add one 90° elbow to the chart. The total vent system length includes all the straight portions and elbows of the system (transition duct included).

Dryers must be exhausted to the outside.

CAUTION: For personal safety do not terminate exhaust into a chimney, under any enclosed house floor (crawl space), or into an attic, since the accumulated lint could create a fire hazard or moisture could cause damage. Never terminate the exhaust into a common duct or plenum with a kitchen exhaust, since the combination of lint and grease could create a fire hazard.

Exhaust ducts should be terminated in a dampered wall cap to prevent back drafts, bird nesting, etc. The wall cap must also be located at least 12" above the ground or any other obstruction with the opening pointed down.

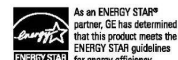
GUD27 DRYER EXHAUST LENGTH

RECOMMENDED MAXIMUM LENGTH

No. of 90° Elbows	Exhaust Hood Types	
	Recommended	Use only for short run installations
0	56 Feet	42 Feet
1	48 Feet	34 Feet
2	40 Feet	26 Feet
3	32 Feet	18 Feet



For answers to your GE Profile™ or GE Appliances product questions, visit our website at geappliances.com or call GE Answer Center® Service, 800.626.2000.



Specification Revised 1/21

GUD27EESN GUD27GESN

GE® Unitized Spacemaker® 3.9 DOE Cu. Ft. Stainless Steel Washer and 5.9 Cu. Ft. Dryer

DIMENSIONS AND INSTALLATION INFORMATION (IN INCHES)

Special Installation Requirements

ALCOVE OR CLOSET INSTALLATION:

- If your dryer is approved for installation in an alcove or closet, it will be stated on a label on the dryer back.
- The dryer **MUST** be exhausted to the outside.
- Minimum clearances between dryer cabinet and adjacent walls or other surfaces are: 0" both sides and rear, 1" front and top
- Minimum vertical space from floor to overhead cabinets, ceilings, etc. is 76-1/2".
- Closet doors must be louvered or otherwise ventilated and must contain a minimum of 80 sq. in. of open area equally distributed. If this closet contains both a washer and a dryer, doors must contain a minimum of 120 sq. in. of open area equally distributed.
- No other fuel-burning appliance shall be installed in the same close with a gas dryer.



BATHROOM OR BEDROOM INSTALLATION:

- The dryer **MUST** be exhausted to the outdoors.
- The installation must conform with the local codes, or in the absence of local codes, with the National Electric Code and National Fuel Gas Code, ANSI Z223 for gas dryers.

MINIMUM CLEARANCES OTHER THAN ALCOVE OR CLOSET INSTALLATION:

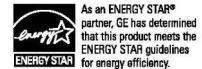
- Minimum clearances to combustible surfaces:
0" both sides and rear
1" front and top

GUD27 DRYER EXHAUST LENGTH

RECOMMENDED MAXIMUM LENGTH		
Exhaust Hood Types		
	Recommended	Use only for short run installations
		
No. of 90° Elbows	Rigid Metal	Rigid Metal
0	56 Feet	42 Feet
1	48 Feet	34 Feet
2	40 Feet	26 Feet
3	32 Feet	18 Feet



For answers to your GE Profile™ or GE Appliances product questions, visit our website at geappliances.com or call GE Answer Center® Service, 800.626.2000.



As an ENERGY STAR® partner, GE has determined that this product meets the ENERGY STAR guidelines for energy efficiency.

Specification Revised 1/21

GUD27EESN GUD27GESN

GE® Unitized Spacemaker® 3.9 DOE Cu. Ft. Stainless Steel Washer and 5.9 Cu. Ft. Dryer

FEATURES AND BENEFITS

PreciseFill Technology – Take the guesswork out of choosing the right water level with PreciseFill, which auto-senses the size of the load to add just the right amount of water for maximum cleaning performance.

Deep Rinse – Ensure clothes are rinsed free of detergent, fabric softener and stubborn soils.

11 Wash Cycles – Choose from 11 wash cycles that accommodate every load type.

6 Water Temperatures – Pick the water temperature you prefer and wash your way.

ENERGY STAR® qualified – Meets or exceeds federal guidelines for energy efficiency for year-round energy and money savings

WiFi Capable – Monitor performance and check cycle status of your washer and dryer using your mobile device.* *Required ConnectPlus accessory part number PVX10W00Y0 sold separately

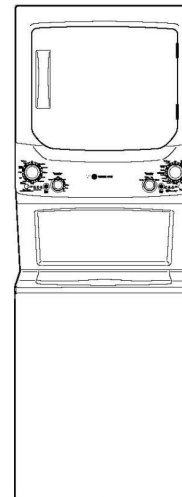
Efficient Infusor – Optimize energy efficiency without sacrificing wash performance

Cycle Status Lights – Easily track your wash and dry cycles with lights that indicate the status with just a glance

End of Cycle Chime – Conveniently know when a cycle is complete with an audible alert

Model GUD27EESNWW – White on white (Electric)

Model GUD27GESNWW – White on white (Gas)



Specification Revised 1/21

Exhibit 4

Fading West Spec Sheet

Fading West Specification Equipment Summary

Category	Description	Manufacturer	Model Number	Website Link
Bathroom	Ashlyn Monitor 14 Series Shower Trim - Matte Black	Delta	T14264-BL	Monitor® 14 Series Shower Trim in Matte Black T14264-BL Delta Faucet
Bathroom	Ashlyn Monitor 14 Series Tub And Shower Trim – Matte Black	Delta	T14464-BL	Monitor® 14 Series Tub and Shower Trim in Matte Black T14464-BL Delta Faucet
Bathroom	Ashlyn Single Handle Lavatory Faucet – Metal Pop-Up - Matte Black	Delta	564-BLMPU-D ST	Single Handle Lavatory Faucet - Metal Pop-Up in Matte Black 564-BLMPU-D ST Delta Faucet
Bathroom	Trinsic 24” Towel Bar – Matte Black	Delta	759240-BL	24~ Towel Bar in Matte Black 759240-BL Delta Faucet
Bathroom	Trinsic Tissue Holder – Matte Black	Delta	75950-BL	Tissue Holder 75950-BL Delta Faucet
Bathroom	Trinsic Robe Hook – Matte Black	Delta	75935-BL	Robe Hook in Matte Black 75935-BL Delta Faucet
Bathroom	Trinsic Towel Ring – Matte Black	Delta	759460-BL	Towel Ring in Matte Black 759460-BL Delta Faucet

Bathroom	34" x 60" DURABASE Rectangular Shower Base - White	E.L. Mustee & Sons	3460M	E. L. Mustee & Sons - 3460M
Bathroom	36" DURABASE Square Shower Base - White	E.L. Mustee & Sons	3636M	E. L. Mustee & Sons - 3636M
Bathroom	Bathtub, Right Drain, Below Floor, 60" x 30" x 14"	American Standard	2393.202.020	Unknown
Bathroom	Bathtub, Left Drain, Below Floor, 60" x 30" x 14"	American Standard	2392.202.020	Unknown
Bathroom	Cadet PRO Chair Height Elongated Toilet Bowl Only	American Standard	3517A101.020	Cadet® PRO Chair Height Elongated Toilet Bowl Only (americanstan dard-us.com)
Bathroom	Cadet PRO 1.28 gpf/4.8 Lpf 12-Inch Rough Tank	American Standard	4188A104.020	Cadet® PRO 1.28 gpf/4.8 Lpf 12-Inch Rough Tank (americanstan dard-us.com)
Bathroom	Elongated Enameled Wood Toilet Seat	Bemis	1500EC 000	Unknown
Bathroom	Sink, Vanity	Catalina	10VBM8012	Unknown
Bathroom	Bathroom Grab Bar - 18", 24", 36",	Moen		Grab Bars Safety Bathroom

	48"			MOEN
Kitchen	Single Handle Pull-Down Kitchen Faucet Matte Black	Delta	9113-BL-DST	Single Handle Pull-Down Kitchen Faucet in Matte Black 9113-BL-DST Delta Faucet
Cabinets	Wall Cabinet 15W x 42H x 12D	Kitchen Cabinet Distributors	SW-W1542	Home - Kitchen Cabinet Distributors (kcdus.com)
Cabinets	Wall Cabinet 9W x 42H x 12D	Kitchen Cabinet Distributors	SW-W0942	Home - Kitchen Cabinet Distributors (kcdus.com)
Cabinets	Wall Cabinet 30W x 24H x12D	Kitchen Cabinet Distributors	SW-W3024	Home - Kitchen Cabinet Distributors (kcdus.com)
Cabinets	Drawer Base Cabinet 15W x 34.5H x 24D	Kitchen Cabinet Distributors	SW-DB15-3	Home - Kitchen Cabinet Distributors (kcdus.com)
Cabinets	Sink Base Cabinet 33W x 34.5H x 24D	Kitchen Cabinet Distributors	SW-SB33	Home - Kitchen Cabinet Distributors (kcdus.com)
Cabinets	Base Cabinet 9W x 34.5H x24D	Kitchen Cabinet Distributors	SW-B09	Home - Kitchen Cabinet Distributors (kcdus.com)
Cabinets	Drawer Base Cabinet 30W x	Kitchen Cabinet	SW-DB30-2	Home - Kitchen

	34.5H x 24D	Distributors		Cabinet Distributors (kcdus.com)
Cabinets	Vanity Drawer Base Cabinet	Kitchen Cabinet Distributors	SW-VDB15	Home - Kitchen Cabinet Distributors (kcdus.com)
Cabinets	Base Cabinet 21W x 34.5H x 24D	Kitchen Cabinet Distributors	SW-B21	Home - Kitchen Cabinet Distributors (kcdus.com)
Cabinets	Base Cabinet 18W x 34.5H x 24D	Kitchen Cabinet Distributors	SW-B18	Home - Kitchen Cabinet Distributors (kcdus.com)
Cabinets	Wall Cabinet 33W x 24H x 12D	Kitchen Cabinet Distributors	SW-W3324	Home - Kitchen Cabinet Distributors (kcdus.com)
Cabinets	End Panel, Dishwasher	Kitchen Cabinet Distributors	SW-DWR3	Home - Kitchen Cabinet Distributors (kcdus.com)
Cabinets	Wall Cabinet 36W x 24H x 24D	Kitchen Cabinet Distributors	SW-W3624-24 D	Home - Kitchen Cabinet Distributors (kcdus.com)
Cabinets	Wall Cabinet 36W x 24H x 12D	Kitchen Cabinet Distributors	SW-W3624-12 D	Home - Kitchen Cabinet Distributors (kcdus.com)
Cabinets	Vanity Cabinet 33"	Kitchen Cabinet	SW-V33	Home - Kitchen

	Double Door	Distributors		Cabinet Distributors (kcdus.com)
Cabinets	Vanity Drawer Base Cabinet	Kitchen Cabinet Distributors	SW-VDB12	Home - Kitchen Cabinet Distributors (kcdus.com)
Cabinets	Vanity Cabinet 24" Double Door	Kitchen Cabinet Distributors	SW-V24	Home - Kitchen Cabinet Distributors (kcdus.com)
Cabinets	Wall Cabinet 27W x 42H x 12D	Kitchen Cabinet Distributors	SW-W2742	Home - Kitchen Cabinet Distributors (kcdus.com)
Countertops	Island	Planet Granite	Not Specified	Find Your Granite Countertops in Colorado Springs, CO (planetgranite.us)
Countertops	Kitchen Set Left – 3, includes backsplash	Planet Granite	Not Specified	Unknown
Countertops	Kitchen Set Right – 3, includes backsplash	Planet Granite	Not Specified	Unknown
Countertops	Vanity A (Double Sink, 1 Drawer Base)	Planet Granite	Not Specified	Unknown
Countertops	Vanity B-2 (Single Sink, No Drawer)	Planet Granite	Not Specified	Unknown

	Bank)			
Countertops	Vanity C (Single Sink, 2 Drawer Banks)	Planet Granite	Not Specified	Unknown
Countertops	Vanity D-1 (Single Sink, 2 Drawer Banks)	Planet Granite	Not Specified	Unknown
Countertops	Kitchen Set, ADU, Left	Planet Granite	Not Specified	Unknown
Countertops	Kitchen Set Left – Studio	Planet Granite	Not Specified	Unknown
Countertops	Kitchen Set Right – Studio	Planet Granite	Not Specified	Unknown
Countertops	Kitchen Set Left – Apartment	Planet Granite	Not Specified	Unknown
Countertops	Kitchen Set Right – Apartment	Planet Granite	Not Specified	Unknown
Countertops	Peninsula	Planet Granite	Not Specified	Unknown
Flooring	LVT Draven	MSI	XL Cyrus - Draven	Draven Luxury Vinyl Planks - Cyrus XL Vinyl Plank Flooring (msisurfaces. com)
Flooring	LVT Akadia	MSI	XL Cyrus - Akadia	Akadia Luxury Vinyl Planks - Cyrus XL Vinyl Plank Flooring (msisurfaces. com)

Electrical	Exterior Light – Black Lantern	Progress	P560098-031	<u>Progress P560098-031 Englewood 1 Light 10 inch Textured Black Outdoor Wall Lantern, Medium (lightingnewyork.com)</u>
Electrical	Firex Hardwired Smoke Alarm	Kidde	I4618AC	<u>Firex i4618 - Hardwired Smoke Alarm Kidde Home Safety</u>
Electrical	Hardwired Combination Carbon Monoxide & Smoke Alarm	Kidde	900-0114	<u>KN-COSM-IBA - Hardwired Combination Carbon Monoxide & Smoke Alarm (kidde.com)</u>
Electrical	Comfort Cove Heater 34”, 450W, 240V	Radiant Systems	C-4524PW	<u>Comfort Cove Pricing Affordable Heater (radiantsystemsinc.com)</u>
Electrical	Comfort Cove Heater 59”, 450W, 240V	Radiant Systems	C-15024PW	<u>Comfort Cove Pricing Affordable Heater (radiantsystemsinc.com)</u>
Electrical	Comfort Cove Heater 94”, 450W, 240V	Radiant Systems	C-7524PW	<u>Comfort Cove Pricing Affordable Heater (radiantsystemsinc.com)</u>

Electrical	Comfort Cove Heater 118”, 450W, 240V	Radiant Systems	C-20024PW	Comfort Cove Pricing Affordable Heater (radiantsystemsinc.com)
Electrical	LineVoltPro Digital, Programmable, Electric Heat Thermostat	Honeywell	TL823A1003	TL8230A1003-Honeywell TL8230A1003 - Line Voltage Thermostat - SupplyHouse.com
Electrical	7-Day Heavy Duty Programmable Timer, 120-277 VAC, 15A, White	Intermatic	ST01	main 7-Day Heavy-Duty Programmable Timer, 120-277 VAC, 15A, White (intermatic.com)
Electrical	Wafer 4” LED Canless Recessed Light	Lithonia	264T2W	Unknown
Electrical	Sabio – 3-Blade, 52” Sweep Hugger, Pull Chain, Integrated LED Light Kit, Ceiling Fan	RP Lighting & Fans	1022-PC	1022-PC_Specsheet.pdf (rplighting.com)
Windows	Anderson 100 Series	Andersen	Not Specified	100 Series Windows & Doors Andersen Windows
Doors	Interior Door – Left Hand, 2/6 x 6/8	Orepac	Not Specified	Doors OrePac Building

				Products
Doors	Interior Door – Right Hand, 2/6 x 6/8	Orepac	Not Specified	Doors OrePac Building Products
Doors	Interior Door – Left Hand, 3/0 x 6/8	Orepac	Not Specified	Doors OrePac Building Products
Doors	Interior Door – Right Hand, 3/0 x 6/8	Orepac	Not Specified	Doors OrePac Building Products
Doors	Exterior Door – ¼ Light, Right Hand, 3/0 x 6/8	Orepac	Not Specified	Doors OrePac Building Products
Doors	Exterior Door – Full Light, Left Hand, 3/0 x 6/8	Orepac	Not Specified	Doors OrePac Building Products
Doors	Exterior Door – Full Light, Right Hand, 3/0 x 6/8	Orepac	Not Specified	Doors OrePac Building Products
Doors	Exterior Door – Garage, Fire Rated, Left Hand, 3/0 x 6/8	Orepac	Not Specified	Doors OrePac Building Products
Doors	Exterior Door – Garage, Fire Rated, Right Hand, 3/0 x 6/8	Orepac	Not Specified	Doors OrePac Building Products
Doors	Bifold Door, Single-Openin g, 2/6 x 6/8	Orepac	Not Specified	Doors OrePac Building Products

Doors	Hardware - Door Stop Matte Black	Homotek	SDS-002	Unknown
Doors	Hardware – Doorstop, Hinge Pin, Matte Black	Homotek	HDSB001	Unknown
Doors	Finger Pull, Bypass Door, Matte Black	PAMEX	DD06-20BL US19	2-1/8" Finger Pull, Snap-In Installation (no nail) Pamex - All the Tools You Need, All in Pamex (pamexinc.com)
Doors	Hardware – Door Handle Keyed Entry Matte Black	Kwikset	740HFL SQT 514 SMT	Kwikset 740HFL SQT SMT Halifax Keyed Entry Leverset with Square Rosettes with SmartKey - Buy Now (doorhardwarecenter.com)
Doors	Hardware Halifax Deadbolt Smart Key Matte Black	Kwikset	158 SQT 514 SMT	Matte Black Halifax Deadbolt - Keyed One Side - featuring SmartKey Kwikset
Doors	Hardware Halifax Passage Handle	Kwikset	720HFL SQT 15	Unknown
Doors	Hardware	Kwikset	730HFL SQT	Matte Black

	Halifax Lever (Square) Bed/Bath		514	<u>Halifax Lever (Square) - Bed/Bath Kwikset</u>
Doors	Barndoor Track, Matte Black, 6'		Not Specified	<u>Home - Goldberg Brothers Goldberg Brothers</u>
Paint	Promar 400 Zero VOC Interior Latex, Flat (all interior final paint)	Sherwin Williams	B 30 W 4651 6503-62817	<u>ProMar® 400 Zero VOC Interior Latex Paint - Sherwin-Williams</u>
Paint	Primer & Sealer, PVA Drywall, Flat, White, Interior Latex (all interior primer paint)	Sherwin Williams	B28 W 8030 6512-52579	Unknown
Paint	Black, Waterbased Alkyd Urethane (all exterior doors and handrails)	Sherwin Williams	B 53 T 2254 6509-88504	Unknown
Paint	Primer, Interior-Exterior, Quick Dry, Stain Blocking, White (all touch-up paint)	Sherwin Williams	Not Specified	Unknown
Paint	Diamond Kote - Light Gray	Diamond Kote	143557	<u>Diamond Kote® Building Products LP®</u>

				<u>SMARTSIDE® Prefinishing - RigidStack™ RigidShake™ (diamondkote siding.com)</u>
Paint	Diamond Kote - Terra Bronze	Diamond Kote	143576	<u>Diamond Kote® Building Products LP® SMARTSIDE® Prefinishing - RigidStack™ RigidShake™ (diamondkote siding.com)</u>
Paint	Diamond Kote - Graphite	Diamond Kote	143592	<u>Diamond Kote® Building Products LP® SMARTSIDE® Prefinishing - RigidStack™ RigidShake™ (diamondkote siding.com)</u>
Paint	Diamond Kote - Emerald	Diamond Kote	143703	<u>Diamond Kote® Building Products LP® SMARTSIDE® Prefinishing - RigidStack™ RigidShake™ (diamondkote siding.com)</u>
Paint	Diamond Kote - Cascade	Diamond Kote	143702	<u>Diamond Kote® Building</u>

				Products LP® SMARTSIDE® Prefinishing - RigidStack™ RigidShake™ (diamondkote siding.com)
Paint	Diamond Kote - Onyx	Diamond Kote	143586	Diamond Kote® Building Products LP® SMARTSIDE® Prefinishing - RigidStack™ RigidShake™ (diamondkote siding.com)
Paint	Diamond Kote - White	Diamond Kote	143556	Diamond Kote® Building Products LP® SMARTSIDE® Prefinishing - RigidStack™ RigidShake™ (diamondkote siding.com)
Plumbing	GX PRO Series Prep Series 1/2 Horsepower Garbage Disposal	Moen	GXP50C	GX PRO Series Prep™ Series 1/2 Horsepower Garbage Disposal -- GXP50C -- Moen
Plumbing	Thermal Expansion Tanks	Amtrol	ST-5	9015-942-01_19-Thermal-Expansion-Tank-IO.pdf

				(amtrol.com)
Plumbing	Electric Water Heater, 50 gal, 240V, VAC, 4500W	Rheem	PROE50 M2 RH95	Rheem Residential Electric Water Heaters - Professional Classic Standard Electric - PROE50 M2 RH95 - Rheem Manufacturing Company
Plumbing	40 Gallon Electric Water Heater	GE	GE40S08BAM	
Plumbing	Water Heater Pan 26", Aluminum	Oatey	34154	Oatey® Aluminum Water Heater Pan Oatey
Plumbing	Outdoor Wall Faucet, 12" Anti-Siphon	Woodford	19PX12	19CATALOG.pdf (woodfordmfg.com)
HVAC	WhisperFit DC Fan 50 (Bathroom Fan)	Panasonic	FV0511VF1	WhisperFit® DC Fan 50-80-110 CFM Panasonic North America - United States
HVAC	WhisperComfort ERV Balanced Air Solution	Panasonic	FV-04VE1	Panasonic Ventilation - WhisperComfort™ ERV - Balanced Air Solution, 40/20 CFM or

				20/10 CFM FV-04VE1
HVAC	Intelli-Balance 100 Balanced Air Solution, Cold Climate ERV	Panasonic	FV-10VEC2	FV-10VEC2 Panasonic
HVAC	HV1600 R50 2-Speed Whole House Fan	Tamarack	HV1600 – R50	Attic fan will not cool the entire home like a Tamarack Whole House Fan (tamtech.com)
HVAC	QC TRI PRO-4.8X Whole House Fan	QuietCool	QC TRI PRO-4.8X	QC-TRI PRO-4.8.indd (quietcoolsystems.com)
Mirrors	Frameless, 48" x 36", 1/2" Beveled	Erias	201360	Unknown
Mirrors	Frameless, 36" x 30", 1/2" Beveled	Erias	201240	Unknown