

ATTN: LAURA KUENY



APPLICATION FOR APPEAL

Saint Paul City Clerk
15 W. Kellogg Blvd., 310 City Hall
Saint Paul, Minnesota 55102
Telephone: (651) 266-8688

RECEIVED
OCT 28 2010
CITY CLERK

1. Address of Property being Appealed: 1856 Orange Ave E	2. Number of Dwelling Units: 1	3. Date of Letter Appealed:
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4. Name of Owner: HLEE LEE

Address: 1856 ORANGE AVE E City: ST. PAUL State: MN Zip: 55119

Phone Numbers: Business _____ Residence 651-246-2694 Cellular _____

Signature: *[Signature]*

5. Appellant / Applicant (if other than owner): Pella Windows

Address: 1868 Beam Ave. City: Maplewood State: MN Zip: 55109

Phone Numbers: Business _____ Residence _____ Cellular 612-741-8405

Signature: *Laura L. Kueny*

6 State specifically what is being appealed and why (Use an attachment if necessary):

Appealing egress window non-compliance.

2 - Bedroom windows (Items 40 and 75 on attached order) missed egress in ~~width~~ height by 3". If the height could be used as width we meet the code, but still miss them in height by 1".

The total square footage does meet code as does current width.

NOTE: A \$25.00 filing fee made payable to the City of Saint Paul must accompany this application as a necessary condition for filing. You must attach a copy of the original orders and any other correspondence relative to this appeal. Any person unsatisfied by the final decision of the City Council may obtain judicial review by timely filing of an action as provided by law in District Court.

For Office Use Only

Date Received: 10-28-10	Fee Received: 25.00	Receipt Number: 337971	Date of Hearing: <i>Tuesday</i> Nov. 9, 2010
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Revised 4/25/2007

1:30 p.m.
330 City Hall



CITY OF SAINT PAUL
INTERDEPARTMENTAL MEMORANDUM

EGRESS WINDOW NON-COMPLIANCE DETERMINATION

TO: CITY CLERK
15 KELLOGG BLVD. WEST
310 CITY HALL
SAINT PAUL, MN 55102

PHONE: 651-266-8688
FAX: 651-266-8574

DATE: October 14, 2010

APPEAL PROPERTY ADDRESS: 1856 ORANGE AVE E

APPLICANT NAME: PELLA WINDOWS & DOORS TWIN CITIES INC

PHONE NUMBER: 651-266-9027

PERMIT NUMBER: 10 703687

TYPE OF WINDOW Double Hung

NUMBER OF WINDOWS Two

Total Glazed Area	7.7 sq. ft.	Difference from Required Area	+2.0sq. ft.
Width of Opening	23"	Difference from Required Opening	+3"
Height of Opening	21"	Difference from Required Opening	-3"
Height of Opening to Finished Floor	OK	Difference from Maximum Height	

COMMENTS:

REVIEWED BY: DAVID NELSON

JVC

DATE OF REVIEW: 10/14/10

DORIS HARRIS

Reviewed by: David Nelson

10/14/10

City of St Paul MN

Department of Safety and Inspections

Building Permit

20 10 703687 EXP

INSPECTION REPORT1856 ORANGE AVE E
ST PAUL MN 55119-4523

INSPECTOR: Dave P. Nelson

ISSUE DATE: Aug 09, 2010

CONTRACTORPELLA WINDOWS & DOORS TWIN CITIES
INC
1120 E 80TH ST #211
BLOOMINGTON MN 55420-1498
WORK: (763) 745-1400
WORK: (651) 704-9939**OWNER**HLEE LEE
1856 ORANGE AVE E
SAINT PAUL MN 55119-4523**SUB TYPE:**

Single Family Dwelling

WORK TYPE:

Express Repair

Owner's First/Last Name	Hlee Lee	Owner's Address	1856 Orange Ave E
Owner's City/State/Zip	St. Paul, MN 55119	Owner's Phone # w/Area Code	651/ 229-1412
# of Existing Dwelling Units	1	State Valuation	4925.
Valuation Override	No	Windows (Framed Insert or Pc	Yes
Windows (Replacement)	Yes	# of Windows	9

CONDITION :

Hazel Park Division 5 Lot 11 Blk 5 9 window replacements in existing openings **Each Sleeping Room must have one egress window that complies with the St. Paul Egress Window Policy. Safety Glass is required within a tub or shower enclosure, within 2 feet of doors and adjacent to stairs and stair landings, when the glass is less than 60 inches above a walking or standing surface. See other specifics in Section R308 of the International Residential Code (1- and 2-family dwellings) or Chapter 24 of the International Building Code (multi-family and commercial). NOTE: Smoke alarms shall be installed as specified in the Minnesota State Residential Code, Sec. R313. Call the Area Building Inspector between 7:30-9:00am (M-F) when work is complete or if any problems/questions arise. NOTE: Per Section 33.04 of the Legislative Code all exterior work must be completed within one year of permit issuance. **Window Replacement: NOTE: COMPLETE WINDOW REMOVAL AND FULL NEW UNIT INSTALLED-NOT A "POCKET" OR "INSERT WINDOW" INSIDE AN EXISTING WINDOW FRAME! NO STRUCTURAL CHANGES!-Applicable to replacement in existing openings only. Window installation requiring structural alterations must be reviewed in our office. All bedrooms, without an exterior door, must be provided with at least one approved egress (escape/rescue) window. EXCEPTION: For other than awning windows or other grossly non-compliant bedroom windows, a window may be replaced in the existing opening if it is the same size, SAME TYPE, and no reframing is required. Any deviation from these standards requires special, prior approval from this Office. NOTE: Safety Glass is required within a tub or shower enclosure, within 2 feet of doors and adjacent to stairs and stair landings, when the glass is less than 60 inches above a walking or standing surface. See other specifics in Section R308 of the International Residential Code (1- and 2-family dwellings) or Chapter 24 of the International Building Code (multi-fam

FEES

Permit Fee	135.52
Surcharge B	2.46
TOTAL	137.98



Contract - Detailed

My Copy

Kuenty, Laura
(612) 741-8405

Sales Rep Name:
Sales Rep Phone:
Sales Rep Fax:
Sales Rep E-Mail:

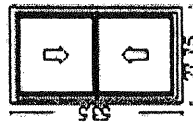
Phone:

Fax:

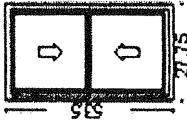
KuentyLL@pella.com

<p>Customer Information</p> <p>Hlee Lee</p> <p>Day Phone: (651) 2291412</p> <p>Mobile Phone:</p> <p>Fax Number:</p> <p>E-Mail:</p> <p>Great Plains #:</p>	<p>Project/Delivery Address</p> <p>Lee, Hlee</p> <p>Lot #</p> <p>County:</p>	<p>Order Information</p> <p>Quote Name: windows</p> <p>Order Number: 789LKUSOY</p> <p>Quote Number: 1808700</p> <p>Order Type: Installed Sales</p> <p>Payment Terms:</p> <p>Tax Code:</p> <p>Quoted Date: 7/21/2010</p>
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Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
40	bedroom	Vinyl Windows / Doors by Pella, Double Hung, 27.75 X 53.5, White, None	\$612.06	1	\$612.06
<p>1: Non-Standard Size Double Hung, Equal Split Frame Size: 27 3/4 X 53 1/2 General Information: Standard, Vinyl, Block Frame with Mull Groove (3-1/4" OAW), 20 Series, Head Expander / Sill Adapter Included Exterior Color / Finish: White Interior Color / Finish: White Interior Glass: Insulated Low E Advanced Argon Gas Screen: Full Screen Grille: None, Wrapping Information: Perimeter Length = 163", Glazing Pressure = 115.</p>					
Viewed From Exterior			789INSTVA011049 - Stop Cap Option-White Qty 1		
Frame Size: 27.75" X 53.5"			789INSTVA010009 - Pocket 1-Unit Lead Safe Renovation Qty 1		
Final Wall Depth: None			789INSTVA004010 - Window-Pocket-1 Wide-Stop Cap-Install-Labor Qty 1		



Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
45	bedroom	Vinyl Windows / Doors by Pella, Double Hung, 27.75 X 53.5, White, None	\$612.06	1	\$612.06

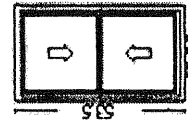


Viewed From Exterior
 Frame Size: 27.75" X 53.5"
 Final Wall Depth: None

1: Non-Standard Size Double Hung, Equal Split
 Frame Size: 27 3/4 X 53 1/2
 General Information: Standard, Vinyl, Block Frame with Mull Groove (3-1/4" OAW), 20 Series, Head Expander / Sill Adapter Included
 Exterior Color / Finish: White
 Interior Color / Finish: White Interior
 Glass: Insulated Low E Advanced Argon Gas
 Screen: Full Screen
 Grille: None.
 Wrapping Information: Perimeter Length = 163", Glazing Pressure = 115.

789INSTVA011049 - Stop Cap Option-White Qty 1
 789INSTVA010009 - Pocket 1-Unit Lead Safe Renovation Qty 1
 789INSTVA004010 - Window-Pocket-1 Wide-Stop Cap-Install Labor Qty 1

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
50	bedroom	Vinyl Windows / Doors by Pella, Double Hung, 27.75 X 53.5, White, None	\$612.06	1	\$612.06



Viewed From Exterior
 Frame Size: 27.75" X 53.5"
 Final Wall Depth: None

1: Non-Standard Size Double Hung, Equal Split
 Frame Size: 27 3/4 X 53 1/2
 General Information: Standard, Vinyl, Block Frame with Mull Groove (3-1/4" OAW), 20 Series, Head Expander / Sill Adapter Included
 Exterior Color / Finish: White
 Interior Color / Finish: White Interior
 Glass: Insulated Low E Advanced Argon Gas
 Screen: Full Screen
 Grille: None.
 Wrapping Information: Perimeter Length = 163", Glazing Pressure = 115.

789INSTVA011049 - Stop Cap Option-White Qty 1
 789INSTVA010009 - Pocket 1-Unit Lead Safe Renovation Qty 1
 789INSTVA004010 - Window-Pocket-1 Wide-Stop Cap-Install Labor Qty 1

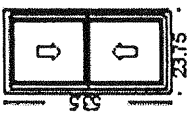
Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
55	bedroom	Vinyl Windows / Doors by Pella, Double Hung, 27.75 X 53.5, White, None 1: Non-Standard Size Double Hung, Equal Split Frame Size: 27 3/4 X 53 1/2 General Information: Standard, Vinyl, Block Frame with Mull Groove (3-1/4" OAW), 20 Series, Head Expander / Sill Adapter Included Exterior Color / Finish: White Interior Color / Finish: White Interior Glass: Insulated Low E Advanced Argon Gas Screen: Full Screen Grille: None, Wrapping Information: Perimeter Length = 163", Glazing Pressure = 115.	\$612.06	1	\$612.06
		789INSTVA011049 - Stop Cap Option-White		Qty 1	
		789INSTVA010009 - Pocket 1-Unit Lead Safe Renovation		Qty 1	
		789INSTVA004010 - Window-Pocket-1 Wide-Stop Cap-Install Labor		Qty 1	

Final Wall Depth: None

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
60	bedroom	Vinyl Windows / Doors by Pella, Double Hung, 27.75 X 53.5, White, None 1: Non-Standard Size Double Hung, Equal Split Frame Size: 27 3/4 X 53 1/2 General Information: Standard, Vinyl, Block Frame with Mull Groove (3-1/4" OAW), 20 Series, Head Expander / Sill Adapter Included Exterior Color / Finish: White Interior Color / Finish: White Interior Glass: Insulated Low E Advanced Argon Gas Screen: Full Screen Grille: None, Wrapping Information: Perimeter Length = 163", Glazing Pressure = 115.	\$612.06	1	\$612.06
		789INSTVA011049 - Stop Cap Option-White		Qty 1	
		789INSTVA010009 - Pocket 1-Unit Lead Safe Renovation		Qty 1	
		789INSTVA004010 - Window-Pocket-1 Wide-Stop Cap-Install Labor		Qty 1	

Final Wall Depth: None

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
65	Dining Room	Vinyl Windows / Doors by Pella, Double Hung, 23.75 X 53.5, White, None	\$599.19	1	\$599.19



Viewed From Exterior

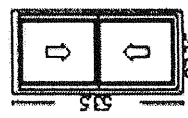
Frame Size: 23.75" X 53.5"

Final Wall Depth: None

1: Non-Standard Size Double Hung, Equal Split
 Frame Size: 23 3/4 X 53 1/2
 General Information: Standard, Vinyl, Block Frame with Mull Groove (3-1/4" OAW), 20 Series, Head Expander / Sill Adapter Included
 Exterior Color / Finish: White
 Interior Color / Finish: White Interior
 Glass: Insulated Low E Advanced Argon Gas
 Screen: Full Screen
 Grille: None,
 Wrapping Information: Perimeter Length = 155", Glazing Pressure = 135.

- 789INSTVA010009 - Pocket 1-Unit Lead Safe Renovation Qty 1
- 789INSTVA011049 - Stop Cap Option-White Qty 1
- 789INSTVA004010 - Window-Pocket-1 Wide-Stop Cap-Install Labor Qty 1

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
70	Dining Room	Vinyl Windows / Doors by Pella, Double Hung, 23.75 X 53.5, White, None	\$599.19	1	\$599.19



Viewed From Exterior

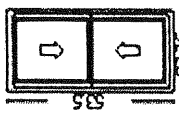
Frame Size: 23.75" X 53.5"

Final Wall Depth: None

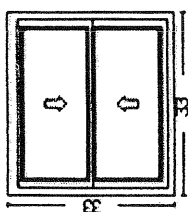
1: Non-Standard Size Double Hung, Equal Split
 Frame Size: 23 3/4 X 53 1/2
 General Information: Standard, Vinyl, Block Frame with Mull Groove (3-1/4" OAW), 20 Series, Head Expander / Sill Adapter Included
 Exterior Color / Finish: White
 Interior Color / Finish: White Interior
 Glass: Insulated Low E Advanced Argon Gas
 Screen: Full Screen
 Grille: None,
 Wrapping Information: Perimeter Length = 155", Glazing Pressure = 135.

- 789INSTVA010009 - Pocket 1-Unit Lead Safe Renovation Qty 1
- 789INSTVA011049 - Stop Cap Option-White Qty 1
- 789INSTVA004010 - Window-Pocket-1 Wide-Stop Cap-Install Labor Qty 1

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
75	Dining Room	Vinyl Windows / Doors by Pella, Double Hung, 23.75 X 53.5, White, None 1: Non-Standard Size Double Hung, Equal Split Frame Size: 23 3/4 X 53 1/2 General Information: Standard, Vinyl, Block Frame with Mull Groove (3-1/4" OAW), 20 Series, Head Expander / Sill Adapter Included Exterior Color / Finish: White Interior Color / Finish: White Interior Glass: Insulated Low E Advanced Argon Gas Screen: Full Screen Grille: None Wrapping Information: Perimeter Length = 155", Glazing Pressure = 135. 789INSTVA010009 - Pocket 1-Unit Lead Safe Renovation Qty 1 789INSTVA011049 - Stop Cap Option-White Qty 1 789INSTVA004010 - Window-Pocket-1 Wide-Stop Cap-Install Labor Qty 1	\$599.19	1	\$599.19



Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
80	Kitchen	Vinyl Windows / Doors by Pella, Double Hung, 33 X 33, White, None 1: Non-Standard Size Double Hung, Equal Split Frame Size: 33 X 33 General Information: Standard, Vinyl, Block Frame with Mull Groove (3-1/4" OAW), 20 Series, Head Expander / Sill Adapter Included Exterior Color / Finish: White Interior Color / Finish: White Interior Glass: Insulated Low E Advanced Argon Gas Screen: Full Screen Grille: None Wrapping Information: Perimeter Length = 132", Glazing Pressure = 120. 789INSTVA010009 - Pocket 1-Unit Lead Safe Renovation Qty 1 789INSTVA011049 - Stop Cap Option-White Qty 1 789INSTVA004010 - Window-Pocket-1 Wide-Stop Cap-Install Labor Qty 1	\$560.67	1	\$560.67



Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
85	None Assigned	510015 - Job Permit (Prompt for Price)	\$150.00	1	\$150.00
90	None Assigned	510060 - Retail Delivery/Setup	\$250.00	1	\$250.00

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

Attributes				
Line #	Location:	Item Price	Qty	Ext'd Price
95	None Assigned	(\$501.05)	1	(\$501.05)

Attributes				
Line #	Location:	Item Price	Qty	Ext'd Price
100	None Assigned	\$0.00	1	\$0.00

Thank You For Purchasing Pella® Products

PELLA WARRANTY:

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

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

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

General Installation Overview

PELLA WILL:

- Deliver and unload products purchased per contract
- Place drop cloths on work area flooring
- Remove interior and exterior trim as needed per contract
- Remove existing product and provide all equipment/materials necessary to install new products
- Inspect all products purchased per contract
- Install all products per contract, including interior and exterior trim (if ordered by customer)
- Insulate and caulk around products per Pella specifications
- Verify all products are in good working order
- Remove drop cloths, shop vacuum area, and haul off all old windows and debris
- Secure building permits to meet local area building code for the work being completed
- Install smoke detectors and CO2 devices per Minnesota State Law *2 smokes 2 COs*

HOMEOWNER WILL:

- Remove/Re-Install exterior shutters or awnings or interior window coverings

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

- Cut back or tie trees, bushes, and shrubs two feet from exterior wall
- Disconnect/Reconnect alarm systems
- Be present at the start of the installation and upon completion of the installation
- Have all plumbing or electrical changes made prior to installation
- Remove/Replace wall hangings, collectables, knickknacks and furniture from the immediate work area. (allow approx. 6 foot pathway)
- Have pets controlled so they do not get loose
- Remove all stickers from products and wash windows after they are installed

All work to be performed during normal working hours of 7am-5pm Monday-Friday (unless other arrangements are made).

Warranty time frame begins at the date of completion of the entire job.

Pella Windows And Doors-Twin Cities
Installed Sales Agreement
License # 20165884

PERFORMANCE: All promises of shipment and installation are estimated as closely as possible. Best efforts are used in every case to ship and install within the time promised, but there is no guarantee that shipment and installation will occur on the proposed date. Seller shall not be liable for any direct, indirect or consequential damage or loss caused by delay in shipment. The Buyer represents that it has reviewed the local building ordinances and that the material it is ordering and its intended use comply with local building ordinances.

INSTALLATION: This proposal does not include, unless specified in the contract: painting or staining of product, removal or re-hanging of blinds or draperies, re-hanging of drywall or re-painting of walls. Nail holes will not be filled in on unfinished installations but will be filled and touched up on prefinished orders. We cannot guarantee we will get back to the original paint line or wallpaper application. We do not clean the products after installation or remove stickers. We are not responsible for concealed structural deficiencies (rotted wood, termite damage, etc) - these conditions may change the initial contract amount if discovered during installation. Plumbing and electric work is the responsibility of the customer. Depending on composite configuration, retrofit products may have less glass than are in the original unit. Furniture, fixtures, drapes, shades, air conditioning units, exterior awnings and alarm systems that may limit our access to the opening will be removed, protected and re-installed by homeowner.

This proposal does include: Interior trim as specified on the front of this contract and exterior trim to be determined by the sales representative and installation company. Permits are provided by Pella Windows and Doors Twin Cities, when necessary. Installer covering floors with drop cloths and cleaning up debris when installer completes work. Be aware that some dust is unavoidable. Installer carries all required public liability, property damage, and workman's compensation insurance and consequently will not honor any charges against installer for such and similar coverage. Any expense incurred by us for insurance or bond to cover liability under any "hold harmless" or "indemnity clause" or clause of a similar nature in any contract, specifications, letter of acceptance or notice submitted by Buyer or Buyer's Contractors which in any way requires Installer to assume any liability which is not imposed on Installer by law, shall be paid by Buyer. Installer shall not be responsible for any loss, damage or expense resulting from work performed or material furnished in accordance with plans and specification where such plans and specifications do not in whole or part conform to the requirements of law. This provision has no application where we expressly in writing warrant the work and materials to conform to the requirements of law.

CAUSES BEYOND OUR CONTROL: Seller shall not be responsible for default, damage, loss or delay in performance due to labor trouble, fires, accidents, floods or other causes beyond its control, or due to shortages of material or transportation failures.

CONSEQUENTIAL DAMAGE: Except as expressly warranted below, Seller shall not be liable for any director indirect consequential damage or loss for any reason, including, but not limited to: any defect or defects in materials, improper installation, or breakage, bursting leakage.

ACCEPTANCE OF WORK AND MATERIALS: The Buyer shall immediately upon delivery inspect all material. All work performed and materials supplies under this Contract shall be deemed to comply with all terms of the Contract unless Seller is notified in writing to the contrary within five (5) business days following substantial completion of installation.

CANCELLATIONS / CHANGES: THE BUYER MAY CANCEL THIS AGREEMENT BY GIVING THE SELLER WRITTEN NOTICE AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT. IF THE BUYER CANCELS THE AGREEMENT AFTER THE THIRD BUSINESS DAY, THE BUYER FORFEITS TO THE SELLER, THE BUYER'S ENTIRE DEPOSIT OF 50% OR THE ENTIRE CONTRACT PRICE, WHICHEVER IS GREATER. IF THIS AGREEMENT PROVIDES FOR PRODUCT SPECIALLY MADE, OR THE PRODUCT HAS BEEN DELIVERED TO THE JOB SITE, THE BUYER AGREES TO PAY THE SELLER THE ENTIRE CONTRACT PRICE AS LIQUIDATED DAMAGES. ALL CHANGES OF PRODUCT REQUESTED BY THE BUYER ARE SUBJECT TO THE ABOVE RULES.

MATERIAL HOLD: Any delivery of assembled product deferred beyond seven (7) days due to Buyer's request is subject to 2% or \$25 per month warehousing charge, whichever is greater.

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

TAXES: Any sales, excise, processing or any other direct tax imposed upon the distribution, sale or installation of materials supplied in accordance with this contract shall be added to the contract price.

WARRANTIES: Seller's written product warranties are a part of this contract. A copy is available upon request. There are no other warranties, express or implied, including, but not limited to, warranties of merchantability of fitness for a particular purpose.

GLAZING: Attention is directed to the Consumer Product Safety Act and the Federal Regulation for "Architectural Glazing Material (16 CFR [201])". This law specifies where the use of tempered glass is mandatory. In any instances of claims arising from the use of non-tempered glass, it will be the sole liability of the contractor or Buyer who accepted the glass as specified in our proposal that the use of such non-tempered glass is not prohibited by the law, and that this glass will be used in areas in which non-tempered glass is allowable.

PRE-FINISH: Our stain and paint color samples are produced as accurately as possible; however, actual color may vary from the samples provided for you and from batch to batch. Because wood is a natural product each window will display it's own personality with regards to variation in color, texture, and grain pattern, natural wood variations, including but not limited to distinctive grain patterns, or unique shadings in color. You have been shown stain and paint samples in the color of your choosing that may show some but not all of the possible variations that can occur during the finishing process. Due to the nature of using natural products, Pella Windows & Doors cannot be responsible for the actual degree of variation that may occur in your window purchase.

EXTRAS: The term of this Contract shall apply to any extras or change orders requested for this job by the Buyer.

LIEN NOTICE: AS REQUIRED BY MINNESOTA LIEN LAW, PELLA WINDOWS AND DOORS TWIN CITIES HEREBY NOTIFIES OWNER THAT ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THEIR CONTRIBUTIONS. UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GIVES YOU TIMELY NOTICE.



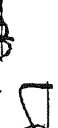
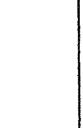
PELLA WINDOW AND DOOR TWIN CITIES LIEN RIGHTS: FOR THE PURPOSES OF SECURING PELLA WINDOWS AND DOORS TWIN CITIES PAYMENT OF ALL INDEBTEDNESS, WHICH MAY BECOME DUE AFTER THIS CONTRACT, INCLUDING BOTH ORIGINAL CONTRACT PRICE AND THE REASONABLE OR AGREED VALUE OF ADDITIONS OR MODIFICATIONS, CUSTOMER GRANTS AND CONVEYS TO PELLA WINDOW AND DOOR TWIN CITIES, LIEN RIGHTS AN EXPRESS MECHANIC'S AND MATERIALMAN'S LIEN ON THE PROPERTY WHERE THE GOODS ARE INSTALLED AND ON ALL IMPROVEMENTS SITUATED ON SUCH PROPERTY NOW AND IN THE FUTURE.

DEFAULTS: If the Buyer fails to pay pursuant to the terms of this Contract, the Buyer shall pay the unpaid balance at the rate of 1.5% per month and shall pay all reasonable attorney's fees, expert witness fees, transcript cost, and other costs (of whatever nature) incurred by Seller to obtain collection. Buyer also agrees that jurisdiction and venue for said legal action shall be with the Eighteenth Judicial Circuit Court, DuPage County, Illinois, or in the county where the product is delivered at our election.

ENTIRE AGREEMENT: Any accepted proposal, including these terms and conditions, represents the entire agreement between parties. There are not written or oral representations, promises, agreements, understandings or conditions (precedent or subsequent) which are not expressed herein or in a separate written document executed by the parties that in any way modify or vary the agreement of the parties. This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, including the Uniform Commercial Code. Pella Windows and Doors Twin Cities and the Customer hereby agree and consent and submit themselves to any court of competent jurisdiction situated in the State of Minnesota. If for any reason any term, provision, or clause of this Agreement shall be declared void and unenforceable by any court of law or equity, arbitration panel, or other official finder of fact, the term, provision, or clause will be deleted from this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.

SERVICE RELATED ISSUES: For any installation and/or manufacturing service related issues, the Buyer reserves the right to retain 10% of the Contract balance until the service is completed.

The Agreement is made between Pella Windows and Doors Twin Cities (Pella), and the above mentioned "Homeowner". The owners jointly and severally authorize Pella Windows and Doors Twin Cities to furnish and install the above products.

- * The Homeowner(s) has received their notice to cancel within the Terms and Agreement of this contract. (int.) 
- * The Homeowner(s) has received the General Installation Overview to use in preparation for installation (int.) 
- * If the home was built prior to 1978, the Homeowner(s) has been provided with a Lead-Based Paint brochure: (int.) 
- * No other work will be performed without amending this contract (see addendum to contract) (int.) 

Customer has reviewed and approved all pre-finish selections (int.) NA

By signing and returning this page by facsimile or otherwise, Customer agrees to all the provisions, terms and conditions of this proposal. The sales representative is not authorized to bind Pella Windows and Doors Twin Cities to this proposal. Pella Windows and Doors Twin Cities shall make final acceptance of this Proposal at its offices in Plymouth, MN after field order verification, if required. Said Proposal shall be deemed accepted by Pella Windows and Doors Twin Cities unless Pella Windows and Doors Twin Cities gives written notice to Customer within three business days after the date the Proposal is presented for acceptance to Pella Windows and Doors Twin Cities in Plymouth, MN. We at Pella are committed to you being VERY SATISFIED with all aspects of our products and installation. You will receive a survey to verify that we have in fact achieved our goal. It is important to us that you answer all questions VERY SATISFIED and return it promptly.

The terms and conditions on the previous page are a part of this proposal.

Laura L. Kueny Pella Sales Representative 8/4/2010 Date
[Signature] Customer 8/4/2010 Date

Project Checklist has been reviewed

Credit Card Approval Signature _____
Customer Name HLEE LEE (Please print)
Customer Signature [Signature]
Date 8/4/2010

Pella Sales Rep Name Laura L. Kueny (Please print)
Pella Sales Rep Signature [Signature]
Date 8/4/2010

Note: These totals DO NOT include tax

Order Totals	
Taxable Subtotal	\$2,982.49
Sales Tax @ 0%	\$0.00
Non-taxable Subtotal	\$2,335.00
Total	\$5,317.49
Deposit Received	
Amount Due	\$5,317.49

4% prepay disc \$ 212.70
\$ 5,104.79