

**Floor Replacement Request
3324 Valley Drive
Resolution Worksheet**

Date: September 16, 2020

Suggested Motion:

“I move to approve the replacement of the floor in unit 3324 Valley Drive.

2nd:

Vote:

	In Favor	Opposed	Abstained	Absent
Scott Buchanan				
Dan Courtney				
Susan Cox				
Maria Wildes				
James Konkel				
Dave Bush				
Nicholas Soto				
Robin Woods				
Jeff Lisanick				

Paul and Lori Friedman
3324 Valley Drive (Building 808)

At the August 19, 2020 Board of Directors meeting, there was a question and some discussion about a credit adjustment to a Minkoff Company, Inc. **Change Order Scope of Work**. We wish to provide supplemental information, as follows:

- During the 12-month remediation and reconstruction of our condominium unit, there were 7 such documents. Each document included credit amounts, for a total of 11 such modifications. The credit entries were for various labor and material corrections.
- The insurance adjuster's **Final Scope of Work** specified "Parquet Flooring – High grade @ living room, hall, and bedroom."
- We converted a portion of our living room into a foyer/entry area with a tiled floor (see photograph). We paid, separately and from our own funds, for this upgrade.
- It was our understanding that the \$1,871.15 credit from Minkoff was a materials allowance for the reduced area of the hardwood floor. The insurance coverage was for the entire living room floor, but we paid to have part of the square footage tiled.
- We were unfamiliar with the term "engineered floor." We do not work and never have worked in the building trades. We relied on the expertise of the general contractor, Minkoff Company, Inc, and the flooring subcontractor, Blitz Carpet, to install the agreed-upon materials.
- We had selected a hardwood floor. At no time did we discuss installing a veneer floor. The substitution was made by Blitz Carpet, without our consent or approval.



Paul and Lori Friedman
3324 Valley Drive (Building 808)

The following statements are discussed, in detail and with documentation, in the text that follows this summary:

When our unit was significantly damaged by a fire, we suffered severe emotional and financial hardship. After the trauma of watching our home be literally lost to flames, with many of our possessions destroyed, we faced an entire year of displacement and the lengthy challenge of reconstructing our home and rebuilding our lives. The long ordeal was difficult and costly.

Among other damage to our unit, the hardwood parquet floors were destroyed. The floors had been original and, after more than 70 years, remained in good condition.

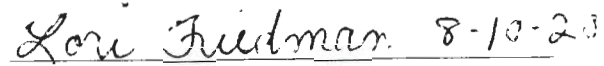
After a building casualty, Parkfairfax Condominium will repair, restore, rebuild, or replace interior damage to units. The outcome will be a condition as good as what had existed before the casualty. This standard applies to structural components as well as any items initially installed by Parkfairfax. We were, therefore, entitled to a comparable replacement of our hardwood flooring.

Parkfairfax's insurance company chose a general contractor to manage the unit's remediation and reconstruction. The general contractor chose a flooring subcontractor. Instead of installing the solid, hardwood replacement floor that we had selected, the subcontractor substituted a low-quality veneer product. This change was made without our knowledge.

After a brief period of time, the floor became scratched and damaged from normal use. It cannot be refinished or repaired. The floor is vastly inferior to what had existed before the fire and, thus, a violation of Parkfairfax's Bylaws..

Parkfairfax is obligated to remove the current flooring and replace it with the required standard, including any subflooring that may be needed. This project will involve moving and storing our furniture and providing us with lodging until the work has been completed.


Paul A. Friedman


Lori Friedman

On August 11, 2017, Building 808 sustained considerable fire damage. The fire occurred in a unit on the building's third floor. On August 28, 2017, the Department of Code Administration, City of Alexandria, determined that the building's structure was "unsafe and its occupancy or use has been prohibited" [Exhibit A].

Our unit, located on Building 808's ground floor, was significantly damaged by smoke, soot, and water. The unit's original parquet hardwood flooring, which had been installed during the building's construction, was destroyed and subsequently removed.

The Bylaws of Parkfairfax Condominium address fire casualties in Article VII [Exhibit B]:

- Section 1. "[I]n the event of damage to or destruction of...buildings as a result of fire..., the Board of Directors...shall arrange for and supervise the prompt repair and restoration of the Buildings (including any damaged Units, and the floor coverings...initially installed therein by [Parkfairfax])."
- Section 2. "Immediately after a fire..., the Board of Directors...shall obtain reliable and detailed estimates of the cost of repairing and restoring such building (including any damaged Units and any floor coverings...initially installed by [Parkfairfax]) to *a condition as good as that existing before such casualty* [emphasis added]."
- Section 3. "[T]he amount necessary to complete such reconstruction and repair may be obtained from the appropriate reserve for replacement funds or shall be deemed a Common Expense..."

Parkfairfax's Certificate of Insurance confirms "Coverage for unit interior to original plans and specs" [Exhibit C], in accordance with the Bylaws, Article VII.

The insurance adjuster prepared a final scope of work, to comply with Bylaws, Article VII, Section 2, and delivered to the document to general contractor Minkoff Company, Inc. ("Minkoff"). The document specifies "Parquet flooring – High grade" [Exhibit D].

Minkoff selected Blitz Carpet ("Blitz") as its subcontractor for flooring and bathtub tile replacement and installation. On January 2, 2018, Fred Nadipoor, Blitz's representative, contacted Lori Friedman to arrange a meeting. Lori responded promptly and provided her already-selected choices for the kitchen, foyer, and bathroom floor tiles [Exhibit E].

On January 4, 2018, Lori and Mr. Nadipoor met, at the unit, to take measurements and review samples.

- Mr. Nadipoor confirmed that Lori's floor tile choices would be ordered and installed in the kitchen, foyer, and bathroom.
- Mr. Nadipoor explained that hardwood parquet flooring was no longer available for replacing the original floor, so a hardwood strip flooring would be substituted. He then provided a selection of samples -- different colors of stained hardwood. Lori chose a color. *At no time did Mr. Nadipoor*

mention or discuss veneer or other engineered flooring. We never agreed, subsequently, to any changes or choice other than hardwood.

- Lori and Mr. Nadipoor discussed wall tiles for the bathtub wall area. Lori selected a 6x6" glossy white tile.

After several months, Blitz returned to install the items. The entire process was incompetent and unprofessional in every manner:

- Blitz installed bathtub wall tiles on the bathroom floor. Bobby Capps, Minkoff's project manager, intervened and had the floor removed. The tiles looked ridiculous, and Mr. Capps explained that they would not pass inspection; using slick, glossy tiles on a floor, especially a bathroom floor that can be expected to be wet from use, would be a safety code violation.
- Mr. Capps and I were at the unit when Blitz returned to reinstall the bathroom floor. Mr. Nadipoor had failed to order Lori's choice of floor tile and, instead, wanted to use a product from Blitz's inventory. Mr. Nadipoor tried to convince Lori that his own choice would be "better" and "look nicer." Mr. Capps intervened and told Mr. Nadipoor that he could not make unauthorized changes, and he instructed Mr. Nadipoor to order and install Lori's selection.
- Blitz installed 4x4" bathtub wall tiles, not the 6x6" tiles that Lori had specified and discussed with Mr. Nadipoor. Lori did not insist on having the error corrected and accepted the wrong tiles.
- Blitz returned the following day to install the tiles for the kitchen and foyer floors. Mr. Capps and Lori arrived to find that the tiled area and tile orientation were both wrong, in violation of what had been measured and agreed at the January 4, 2018 meeting. Mr. Nadipoor redid the work, but not until he had smirked at Lori and said he was doing so as a "gift." We had paid \$947 for these special flooring details [Exhibit F] and given clear instructions.
- Blitz nonetheless failed to use the correct measurements for the foyer area. The error remains in place.

Approximately one year after we had moved back into our condominium unit, we noticed some scratches and wear-and-tear on the new hardwood floor.. Paul hired a flooring contractor to examine the damage and refinish some sections. The flooring contractor explained that Blitz had installed veneer flooring, not the specified hardwood. A thin outer layer had been removed by normal and ordinary usage, and we were seeing a composition layer of resin, polymers, and other materials. The contractor also explained that the top layer is so thin, it cannot be refinished or repaired; any worn sections must be replaced at significant costs.

Addendum to Flooring Replacement Request

On October 15, 2019, in response to our emailed expression of concern to General Manager Mark Miller with regard to the failure of our flooring to hold up to normal wear and tear, we were emailed the following:

"Paul that is what you choose [sic], we had involvement in that. The insurance carried \$9.08 per square foot for replacement. You could have choose [sic] engineered pre-finished hardwood (hardwood veneer) as the unit owner of 3328 did. I will submit your request to the Board for discussion at the November 20th Board meeting."

Being told that we could have chosen another substandard (veneer, and not real wood) replacement is not a resolution to our concern or a reflection of the failure by management to offer quality options to us and, we presume, the other homeowners.

On December 23, 2019, in response to our request for information from General Manager Mark Miller with regard to whether the community would take responsibility for replacing our flooring, we were rejected and advised to look at this section of our By-Laws.

"Below is Article VII of the by-laws. Sections 1 & 2 cover the Associations responsibilities. As stated, section 1 is clear as to prompt repair and restoration of the building, with examples, but nowhere in the governing documents does it state the Associations responsibility for choosing the floor covering for each unit. That is the home owners responsibility to choose type and material based on the adjusters' final scope of work.

ARTICLE VII

Repair and Reconstruction After Fire or Other Casualty

*Section 1. When Repair and Reconstruction are Required. Except as otherwise provided in Section 4 of this Article, in the event of damage to or destruction of all or any of the buildings as a result of fire or other casualty, the Board of Directors, under the direction of the Insurance Trustee, shall arrange for and supervise the prompt repair and restoration of the Buildings (including any damaged Units, and the floor coverings, kitchen or bathroom fixtures and appliances initially installed therein by the Declarant, and replacements thereof installed by the Declarant, but not including any furniture, furnishings, fixtures, equipment or other personal property supplied or installed by the Unit Owners in the Units). **Notwithstanding the foregoing, each Unit Owner shall have the right to supervise the redecorating of the Unit.** Section 2. Procedure for Reconstruction and Repair. (a) Cost Estimates. Immediately after a fire or other casualty causing damage to any building, the Board of Directors under the direction of the Insurance Trustee shall obtain reliable and detailed estimates of the cost of repairing and restoring such building (including any damaged Units and any floor coverings and kitchen and bathroom fixtures and appliances initially installed by Declarant, and the replacements thereof installed by Declarant, but not including any other furniture, furnishings, fixtures or equipment installed by the Unit Owner in the Unit) to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Insurance Trustee determines to be necessary."*

Mr. Miller highlighted in yellow the sentence above. I presume that was meant to suggest that we had control over the process. Yet, there are two important points to make about this section.

First, prior to this sentence, it states that, “...***the Board of Directors, under the direction of the Insurance Trustee, shall arrange for and supervise the prompt repair and restoration of the Buildings...***”

Second, while the line cited by Mr. Miller mentions supervision, it does not mention the phrase that exists in the above quoted portion, “***shall arrange for.***”

The omission of these three words indicates that while the homeowner “***shall have the right to supervise***” or ***oversee*** the installation of the floor, the homeowner is ***not*** being directed to supervise, as the phrase “***shall supervise***” would indicate. Further, the phrase, “***shall arrange for***” does indicate that the community has ***control*** over the selection of the company to do the job, the final word on the flooring options from which the homeowner may choose, and the result of the job.

To be clear, there is ***nothing*** in this section of the By-Laws or any section that ***requires*** the homeowner to ensure that a contractor does his job as promised. Ultimately, that responsibility remains with the community, as it hires the contractor and retains control over the contractor at all times.



www.alexandriava.gov

Department of Code Administration
301 King Street, Room 4200
Alexandria, Virginia 22314

Phone: 703.746.4200
FAX: 703.549.4589

Paul Or Lori Friedman
3324 Valley Dr
Alexandria Va 22302

Monday, August 28, 2017

**Subject: 3324 Valley Dr
UFH2017-00013**

Notice Of Unsafe Structure

Dear Sir/Madam:

Occupancy or use is prohibited by Code Official

On 08/14/2017, Case # UFH2017-00013 was established identifying violations of the Virginia Building Code that have led to the determination that **the structure is unsafe and it's occupancy or use has been prohibited by the Code Official.**

The structure contains the following violations of the Virginia Construction Code or Virginia Maintenance Code, and requires your immediate attention.

Code Section/s violated and conditions observed:

2012-VMC 105.1 UNSAFE STRUCTURE UNSAFE STRUCTURES OR STRUCTURES UNFIT FOR HUMAN OCCUPANCY

105.1 General. This section shall apply to existing structures which are classified as unsafe or unfit for human occupancy. All conditions causing such structures to be classified as unsafe or unfit for human occupancy shall be remedied or as an alternative to correcting such conditions, the structure may be vacated and secured against public entry or razed and removed. Vacant and secured structures shall still be subject to other applicable requirements of this code. Notwithstanding the above, when the code official determines that an unsafe structure or a structure unfit for human occupancy constitutes such a hazard that it should be razed or removed, then the code official shall be permitted to order the demolition of such structures in accordance with applicable requirements of this code
Damage to the structure due to fire and related fire suppression activities. Ensure structural stability and make all related repairs before reoccupation of the structure.

* Building Permits may be required to make certain repairs. Obtain all required permits prior to commencing or removing work.

IT IS THEREFORE ordered that the above described premises be placarded and prohibited from continued use until it is made safe in compliance with the above referenced code. The premises shall be maintained in a safe, clean, sanitary and rodent proof condition and secured against the entry of unauthorized persons in accordance with the Virginia Maintenance Code. The property shall remain vacant until such time as repairs are made that will bring the structure into compliance with the applicable codes and ordinances and render code compliant for human habitation.

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Section 2. Procedure for Reconstruction and Repair.

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to any building, the Board of Directors under the direction of the Insurance Trustee shall obtain reliable and detailed estimates of the cost of repairing and restoring such building (including any damaged Units and any floor coverings and kitchen and bathroom fixtures and appliances initially installed by Declarant, and the replacements thereof installed by Declarant, but not including any other furniture, furnishings, fixtures or equipment installed by the Unit Owner in the Unit) to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Insurance Trustee determines to be necessary.

(b) Assessments. If the proceeds of insurance are not sufficient to defray such estimated costs of reconstruction and repair, or if upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the amount necessary to complete such reconstruction and repair may be obtained from the appropriate reserve for replacement funds and/or shall be deemed a Common Expense and a special assessment therefor shall be levied.

(c) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the original construction of the Property, subject to any modifications required by changes in applicable governmental regulations, and using contemporary building materials and technology to the extent feasible; provided, however, that other action may be taken if approved by at least fifty-one percent of the Mortgagees.

Section 3. Disbursements of Construction Funds.

(a) Construction Fund and Disbursement. The proceeds of insurance collected on account of casualty, and the sums received by the Board of Directors or Insurance Trustee from collections of assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(1) If the estimated cost of reconstruction and repair is less than five percent of the total annual assessment for common expenses for that fiscal year, then the construction fund shall be disbursed in payment of such costs upon order of the Board of Directors.



AGENCY CUSTOMER ID: PARKUNI-01

ACORNELL

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Preferred Insurance Services, Inc		NAMED INSURED Parkfairfax Unit Owners Association 3360 Gunston Rd Alexandria, VA 22302	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Coverages:

Property:

Greater New York Insurance Company

Effective: 4/1/20-4/1/21

Policy #: 4438505

Building Coverage: \$248,178,000 Replacement Cost with Agreed Value no Co-Insurance Penalty.

Extended Replacement allows for Additional 25% in Building Coverage = \$310,222,500.

100% Replacement Cost with Agreed Value = No Coinsurance

Property Deductible: \$10,000.

The policy is special form.

Wind/hail is not excluded.

15 Days notice provided by carrier for non-payment of premium, all other 45 days notice provided.

Business Income: \$5,000,000

Single entity - Coverage for unit interior to original plans and specs. EXCLUDES Improvements & Betterments; EXCLUDES Personal Belongings. Master policy property deductible is \$10,000. Unit owner should purchase an HO-6 policy for improvements and personal belongings/liability, etc.

Ordinance/Law:

Coverage A - Loss to undamaged portion of the building = Building Limit

Coverage B - Demolition Cost = \$3,000,000

Coverage C - Increased Cost of Construction = \$3,000,000

Separation of Insureds clause included on package policy #4438505 per form CG 00 01 10 01.

Equipment Breakdown and Terrorism included.

Water and Sewer Backup: \$500,000 Blanket Limit

Flood Coverage: \$5,000,000 per occurrence / Deductible: \$25,000

Earthquake Coverage: \$5,000,000 blanket / Deductible: \$25,000

Location:

3360 Gunston Rd

Alexandria VA 22302

Total Buildings: 285

Total Units: 1,684

Crime Policy: 618898670, Effective 4/1/20-4/1/21 includes Property Manager as additional insured.

Crime EXCESS policy: UDS4438899.20, Effective 4/1/20-4/1/21 provides \$1,000,000 Employee Theft Limit



Minkoff Company, Inc.

11716 Baltimore Avenue
Beltsville, MD 20705-1850

CONTINUED - Kitchen

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
Tub, Sink and toilet							
38. Clean floor	40.35 SF		0.00	0.37	0.00	3.96	18.89
@ bath floor							
39. R&R Ceramic/porcelain tile - High grade	64.00 SF		1.43	12.01	22.16	227.95	1,110.27
40. R&R Tile tub surround - 60 to 75 SF - High grade	1.00 EA		118.56	1,348.39	34.35	388.74	1,890.04
@ tub wall areas - 124 sf - Includes soap dish.							
41. R&R Ceramic tile - bullnose - 2" x 6"	24.17 LF		1.66	9.43	6.61	71.03	345.68
Tile on all walls of bathroom							
42. Ceramic tile base	11.06 LF		0.00	16.68	4.31	48.62	236.41
43. Detach & Reset Toilet	1.00 EA	308.10	0.00	0.00	0.28	81.65	390.03
@ Wall replacement							
44. Detach & Reset Pedestal sink	1.00 EA	361.74	0.00	0.00	0.00	95.86	457.60
45. Plumbing fixture supply line	3.00 EA		0.00	22.79	0.98	18.12	87.47
46. Angle stop valve	3.00 EA		0.00	41.86	1.29	33.28	160.15
47. P-trap assembly - ABS (plastic)	1.00 EA		0.00	75.38	0.36	19.98	95.72
48. Tile - towel bar	2.00 EA		0.00	31.87	1.52	16.89	82.15
49. Tile - soap dish	1.00 EA		0.00	25.22	0.65	6.68	32.55
50. Medicine cabinet	1.00 EA		0.00	166.32	8.19	44.08	218.59
51. Detach & Reset Shower curtain rod	1.00 EA	15.19	0.00	0.00	0.00	4.03	19.22
52. Floor leveling cement - Average	405.37 SF		0.00	2.14	22.62	229.88	1,119.99
@ living room, hall and bedroom							
53. Vinyl floor covering (sheet goods)	100.96 SF		0.00	3.06	11.51	81.87	402.32
54. Door threshold, wood	20.20 LF		0.00	13.81	6.52	73.92	359.40
At every opening							
55. Add for glued down application over concrete substrate	603.64 SF		1.19	0.00	0.00	190.36	908.69
56. Parquet flooring - High grade	603.64 SF		0.00	9.08	244.84	1,452.48	7,178.37
@ living room, hall, and bedroom (excludes closets)							
57. Quarter round - 3/4" - hardwood	69.83 LF		0.00	1.94	4.27	35.90	175.64
@ living room, hall and bedroom (excludes closets)							
58. R&R Baseboard - 2 1/4"	297.50 LF		0.34	2.46	13.57	220.74	1,067.31
59. Seal & paint base shoe or quarter round	95.92 LF		0.00	0.72	0.58	18.30	87.94

Ok thanks

Sent from my iPhone

On Jan 2, 2018, at 2:04 PM, Lori Friedman <lorifriedman@comcast.net> wrote:

I'll see you then!

I'll try to arrive a bit early and turn-on some heat. Also, the condo reeks of mold, which is unpleasant, but I don't think we'll need to be there for too long.

On January 2, 2018 at 2:00 PM Fred Naderpoor wrote:

Thanks. How about Thursday at 1:00 pm?

Sent from my iPhone

On Jan 2, 2018, at 11:04 AM, Lori Friedman wrote:

Happy New Year, Fred. It's nice to hear from you.

This is a quiet week for me. Today, I need to be somewhere at 3:30 pm but am otherwise available. I can also meeting with you any other day this week. Just let me know when you'll be in Alexandria and nearby my neighborhood.

In preparation, I'd like to give you some selections. I've chosen this tile for the bathroom floor: <https://www.wayfair.com/home-improvement/pdp/elitetile-new-york-hexagon-0875-x-0875-porcelain-unglazed-mosaic-tile-in-antique-whiteblack-ovs1393.html> (a half-price sale is a nice bonus). This is for the foyer and kitchen: <https://www.homedepot.com/p/MARAZZI-Montagna-Lugano-12-in-x-12-in-Glazed-Porcelain-Floor-and-Wall-Tile-14-53-sq-ft-case-UF3T/100645909>

On January 2, 2018 at 10:08 AM Fred Naderpoor wrote:

Good morning Lori hope all is well. Lori my names is Fred with Blitz Carpet and working with Minkoff company would like to set up an appointment to meet with you regarding your flooring projects with Minkoff. Please feel free to call me at 703-899-3706

Kind Regards,
Fred,

Sent from my iPhone

9	Add to upgrade flooring in kitchen and foyer to 12x12 ceramic as selected.	947.00
10	Add for shelf and rod in hallway closet 1	125.00
11	Add to alter closet 2 to create laundry closet for side by side washer dryer. Includes dedicated electrical circuits for each. Plumbing includes waste water and laundry box. Includes reframing opening, bifold door set and associated trim work. Includes vinyl floor. Washer/dryer standard 30' wide units provided/installed by others.	3,570.75
12	Dryer vent and associated work.	575.00
13	Add to provide and install engineered floor Turlington Natural 3/8" x 3" wide strip glue down. Includes associated trims. Living room, Hall, and Bedroom.	(1,871.15)
14	Add to install standard Mohawk carpet and 6lb padding in bedroom.	923.93
15	Add to install owner supplied ceiling fan at entry at existing fan/box location.	188.50
16	Add to create false wall over gas line in kitchen. Note* up to valve.	125.00
Change Order Subtotal		<u>11,070.73</u>

Note* If payment is being made by credit card and additional 3% will be added to the value of the approved change order.**

The contract has been increased by the amount above. This change to contract incorporates all terms and provisions of the original agreement/work authorization. Any credit balance will be applied to your account and will be reflected in your final engagement invoice.

If this change order meets with your approval, please sign in the indicated space and return a copy of the ratified agreement to our office immediately. A deposit of 50% of the change order value is due upon ratification. The remainder is due upon completion of the Change Order Scope of Work.

Customer Signature

Supervising Superintendent

Date







LIMITED WARRANTY

WHAT IS EXCLUDED FROM THESE LIMITED WARRANTIES?

None of our installers, retailers, distributors or employees has the authority to alter the obligations, limitations, disclaimers or exclusions under any of our warranties.

WE EXCLUDE AND WILL NOT BE LIABLE FOR OR PAY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER OUR LIMITED WARRANTIES. By this we mean any loss, expense, or damage other than to the flooring itself that may result from a defect in the flooring. Our limited warranties constitute the only express warranties for the product purchased.

TO THE EXTENT PERMITTED BY LAW AND FOR ALL NON-CONSUMER PRODUCT, ALL WARRANTIES OTHER THAN OUR LIMITED WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED. IF ANY IMPLIED WARRANTY ARISES UNDER STATE LAW, ANY AND ALL IMPLIED WARRANTIES (INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY, TO THE EXTENT ALLOWED BY LAW.

SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

WHAT IS NOT COVERED BY THESE LIMITED WARRANTIES?

- The Limited Warranties do not cover conditions caused by improper use or maintenance, such as: (see Care and Cleaning Tips insert)
 1. Reduction in gloss, marks, scuffs, scratches, gouges, dents or cuts, including, without limitation, those caused by pets, spikes or high heeled shoes.
 2. Damage caused by negligence, accidents, misuse, or abuse (i.e., dragging object across the floor without proper protection).
 3. Wear caused by pebbles, sand or other abrasives, construction traffic, or failure to maintain the floor as required (see Care and Cleaning Tips insert).
 4. Damage caused by caster wheels or vacuum cleaner beater bars.
 5. Failure to support furniture with floor protectors that are at least one inch in diameter, made of non-staining felt or non-pigmented hard plastic, rest flat on the floor and are replaced regularly.
- Splits, cracks, grain raising, checking, edge fracturing, splintering, chipping, end lifting, swelling, shrinking, cupping and bowing that occurs during or after the floor has been installed and as a result of abuse, misuse, improper maintenance or care, exposure to excessive moisture or improper environmental conditions (i.e., low or high humidity) are not covered by these limited warranties. The use of a humidifier/dehumidifier may be necessary to maintain the proper humidity level between 35%-55%.
- Wood flooring installed in full bathrooms with a shower or tub - excludes Hydrogel.
- Damage caused by fire, flooding, and other natural disasters and Acts of God.

- Changes in color due to aging, excessive moisture, exposure to sunlight or Ultra Violet rays (which may cause oxidation of finish/stain) is not considered a defect. Certain species including, but not limited to, American Cherry, Walnut, Brazilian Cherry, Acacia, Tigerwood, Santos Mahogany and African Mahogany are especially susceptible to color change. Area rugs should be moved occasionally, as they block sunlight and may give the appearance of discoloration under the rug.
- Color, shade, or texture variations between samples, printed color photography or replacement flooring and the actual material.
- Color variations between flooring and/or samples and other flooring or wood products, which you wish to match (e.g., cabinets, stair railings, trim, etc.).
- Deficiencies related to subfloor/floor joist assemblies, subfloor preparation materials, and fasteners including, but not limited to, uneven subfloor surfaces, floor deflection or voids in the subfloor.
- Noises including, but not limited to, squeaks, popping, etc.
- A product deformity that is not measurable or that is visible only under certain light or from a certain angle is not considered a defect and is therefore not covered by these warranties. Visible defects should be evaluated by their visibility from a standing position in normal lighting.
- Natural wood characteristics such as variations in grain, color, mineral streaks, knots, normal differences between color of samples and the color of installed floors, and color variations from board to board.
- Natural expansion and contraction resulting in separation between boards or damage caused by low or excessive humidity.
- Products designated as "thrift," "antique," "tavern," "bargain," "cabin grade," "seconds," "economy grade," "close-out," "off-goods" or "non-standard." Such products are sold "AS IS."
- Floors that are installed in other than owner-occupied or tenant-occupied residences.
- Commercial installations of residential products.
- Construction or installation-related damage.
- Floors damaged by subfloor moisture or water damage, including without limitation, due to broken or leaking water pipes, flooding, wet-mopping spills or weather conditions.
- Installation defects, including installations made: (i) in violation of applicable state or local housing or building codes, or (ii) contrary to written instructions furnished with the product.

NOTE: YOU AND YOUR INSTALLER ARE RESPONSIBLE TO INSPECT FLOORING PRIOR TO INSTALLATION. WE ACCEPT NO RESPONSIBILITY FOR LIABILITIES, CLAIMS OR EXPENSES, INCLUDING LABOR COSTS, WHERE FLOORING WITH VISIBLE DEFECTS HAS BEEN INSTALLED.

WHO IS COVERED?

All warranties in this Limited Warranty Guide are given only to the original retail purchaser of our product. Our warranties are not transferable.

WHAT IS COVERED AND FOR HOW LONG?

The limited warranties described in this guide are subject to the product applications, limitations, disclaimers and exclusions described below and are effective for floors purchased after July 1, 2010. All warranties run from the date of retail purchase for the applicable period described in this guide.

WHAT ARE YOU RESPONSIBLE FOR UNDER OUR WARRANTIES?

To be covered under our limited warranties (except under the Pre-installation Defects Warranty) you need to retain your sales slip and make sure that the flooring is properly installed in accordance with our installation instructions provided with the flooring. To be covered under our Subfloor Moisture Protection Warranty, keep your proof of pre-installation moisture test results and sales slip confirming use of our recommended adhesives and Armstrong S-135 VapArrest Professional Moisture Retardant System. To be covered under our limited warranties when installing over a radiant-heated subfloor, keep the flooring surface at or below 85° F (29° C) and the relative humidity between 35% and 55%.

HUMIDITY'S IMPACT ON YOUR FLOOR

To protect your investment and ensure that your floor provides lasting satisfaction, the following precautions should be taken to help control humidity levels in and around your floor. For best results, keep the relative humidity in your home between 35% and 55%.

- **Heating Season (Dry Conditions)** – a humidifier is recommended to prevent excessive shrinkage in hardwood floors, which causes gaps between the boards, due to low humidity levels. Wood stoves and electric heat tend to create very dry conditions.
- **Non-Heating Season (Humid and Wet Conditions)** – To prevent excessive expansion, cupping and peaking of the floor, which could lead to cracking and checking of the wood finish, maintain proper humidity levels with the use of an air conditioner, dehumidifier or by turning on your heating system periodically during the summer months. Immediately wipe up spills and wet areas to avoid excessive exposure to water. Do not obstruct in any way the expansion joint around the perimeter of your floor.

You must also properly care for your new floor using our easy-to-follow Care and Cleaning Tips insert. We recommend that you use only our specially formulated floor care products to preserve your flooring. Use of floor care or sundry products (i.e. adhesives) other than those we have specially formulated and recommend for use with our flooring products may damage your floor and may void this warranty.

WHAT WILL WE DO IF ANY OF THE COVERED EVENTS OCCUR?

If any of the covered events listed in this guide occurs within the warranty periods specified for the respective flooring product, we will recoat, refinish, fill or furnish comparable flooring (of our manufacture and of similar color, pattern, and quality), for either the repair of the defective area or the replacement of the floor, at our option. In the unlikely event that we are unable to correct the problem after a reasonable number of attempts, we will refund the portion of the purchase price for the section of failed flooring. If your floor was professionally installed, we will also pay reasonable labor costs for the direct repairs or replacement within the first five years of the warranty period, or the length of the warranty period, whichever is less based on the following schedule.

First two years of warranty period: labor reimbursed at 100% of reasonable and customary charges. Three to five years of warranty period: labor reimbursed at 50% of reasonable and customary charges.

These limited warranties do not include the removal or replacement of cabinets, fixtures, retail markups, installation or labor provided by others or supplemental costs, including but not limited to, relocation during the repair process such as hotel, meals, or moving and storage of furniture.

For our products with the Subfloor Moisture Protection Warranty, we will replace or repair (as specified above) such flooring no more than once, which is your exclusive remedy under this limited warranty. If the replacement or repair fails in the same manner a second time, the site conditions will be deemed unacceptable for the installation of our hardwood floors.

These are the exclusive remedies under this limited warranty if a defect or other warranted condition occurs. We reserve the right to verify any claims or defect by inspection and have samples removed for technical analysis.

WHAT SHOULD YOU DO IF YOU HAVE A PROBLEM?

We want you to be happy with your floor purchase. If you are not, call your retail store first. They can answer your questions and, if necessary, start to process a claim. If you have further questions, please contact us at:

AHF Products
Customer Service Center
P. O. Box 566
Mountville, Pennsylvania 17554
866-243-2726

PLEASE KEEP YOUR SALES RECEIPT. INFORMATION REGARDING THE CLAIMED DEFECT AND DATE AND PROOF OF PURCHASE MUST BE PROVIDED.

IMPORTANT NOTE: While the majority of claims are resolved with the help of your retailer within 30 days from the day you contact them, some claims may require additional attention. In the unlikely event that your claim is not resolved within 30 days, please contact the Customer Service Center indicated above no later than 60 days from the date you first discovered the problem with your floor. It is your responsibility to file a timely claim to protect your rights under these limited warranties.

HYDROPEL LIMITED WATERPROOF WARRANTY

WHAT DOES WATERPROOF MEAN?

When exposed to topical water for up to 36 hours, Hydropel™ is waterproof which means that water will not leak through the joints and edges and the product will not swell, buckle, cup, crack or lose integrity. In the case of standing water or flooding, Hydropel flooring will not act as a waterproofing barrier for the subfloor and/or any surrounding structure. Any damage to the subfloor and/or surrounding structure that is caused by standing water or flooding is not covered by this limited warranty. For interior household use only. All Bruce® hardwood maintenance instructions must be followed.

WHAT IS NOT COVERED BY THIS LIMITED WARRANTY?

- Damage caused by fire, flooding, or intentional abuse, including flooding or standing water from broken pipes, faucets or household appliances.
- Damage caused by moisture to surrounding structure, walls, subfloor, fixtures, furniture, underlayment, moldings, trims, subfloor heating elements, or anything that is not the structural integrity or dimensional stability of the floor
- Damage caused by mold or mildew growth due to exposure to moisture

50-YEAR LIMITED

SOLID									
American Treasures™	x			50		x		x	
Dundee™	x			50		x		x	
Kennedale®	x			50		x		x	
Westchester™	x			50		x		x	

ENGINEERED

Hydapel™	x	x	x	50	15			x	x
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35-YEAR LIMITED

SOLID									
Manchester®	x			35		x		x	

25-YEAR LIMITED

ENGINEERED									
American Honor™	x	x	x	25				x	x
American Originals™	x	x	x	25	3			x	x
American Originals™									
Lock&Fold®	x	x	x	25	3			x	x
Blacksmith's Forge™	x	x	x	25	3			x	x
Brushed Impressions™	x	x	x	25				x	x
Early Canterbury™	x	x	x	25	3			x	x
Frontier Collection™	x	x	x	25				x	x
Legacy Manor™	x	x	x	25				x	x
Next Frontier™	x	x	x	25	3			x	x
Turlington™ American Exotics	x	x	x	25				x	x
Turlington™ Lock&Fold	x	x	x	25				x	x
Turlington™ Plank	x	x	x	25				x	x
Turlington™ Signature Series	x	x	x	25				x	x

SOLID

Fulton™	x			25		x		x	
Natural Choice™			x	25				x	x
Signature Scrape™	x			25		x		x	
Waltham™	x			25		x		x	

15-YEAR LIMITED

ENGINEERED									
Colony™	x	x	x	15				x	x
Springdale®	x	x	x	15				x	x

SOLID

Laurel™	x			15		x		x	
Plano™	x			15		x		x	

10-YEAR LIMITED

ENGINEERED									
Bristol Trail™	x	x	x	10				x	x
Farmington™	x	x	x	10				x	x

5-YEAR LIMITED

SOLID									
Addison™	x			5		x		x	

Footnotes

- (1) We warrant that the covered products, in their original manufactured condition, will be free from defects in grading, lamination and assembly for as long as you (the original purchaser) own the floor.
- (2) We warrant to you (the original purchaser) that, each of our recommended adhesives will maintain its bond when properly installed with our covered flooring products and when maintained in accordance with our recommended maintenance guidelines. For residential installations, the adhesive bond warranty will remain in effect for as long as you own your floor. For commercial installations, the adhesive bond warranty will remain in effect for 7 years from the time of installation.
- (3) **Residential Limited Warranty for AHF Products**
We warrant that, when the Armstrong S-135 VapArrest Professional Moisture Retardant System is used in conjunction with our recommended urethane adhesives for each of the covered hardwood flooring products, will not release from the subfloor for as long as you (the original purchaser) own your floor. A pre-installation moisture test is not required, provided that the subfloor is visually dry before installation and all other installation instructions are followed. This is a one-time repair and replacement warranty only.
- (4) **Commercial Limited Warranty for AHF Products**
We warrant that, when the Armstrong S-135 VapArrest Professional Moisture Retardant System is used in conjunction with our recommended urethane adhesives for each of the covered hardwood flooring products, will not release from the subfloor for a period of 7 years from the time of installation. To be covered by this warranty, subfloor moisture levels must be less than 12 lbs./24 hours/1000 sq. ft. per a calcium chloride test at the time of installation. To ensure your warranty remains effective, keep your proof of pre-installation moisture test results. This is a one-time repair and replacement warranty only.
- (5) We warrant to you (the original purchaser) that for the period indicated, the finish on the covered product will not wear through, and that the finish will not separate from the wood flooring under normal household use when maintained in accordance with our recommended maintenance guidelines. Mechanical, chemical, or other modification of the finish, such as sanding or abrading, voids this warranty.
- (6) We warrant to you (the original purchaser) that the covered products may be professionally sanded and refinished at least 3 times or 1 time as specified by product if proper sanding and refinishing procedures are followed as specified by the National Wood Flooring Association (www.nwfa.org). Sanding voids (2) and (3) and will eliminate scratch protection qualities.
- (7) We warrant that the covered products are manufactured in accordance with accepted industry standards, which permit grading deficiencies not to exceed 5% over the entire floor. You or your installer should carefully inspect the products before installation for any milling, dimension or visual defects. The installer must use reasonable selectivity and hold out or cut off pieces with deficiencies. Since wood is a natural product, there will be natural variations in color, tone and grain that are not covered by our warranties. The pre-installation warranty expires upon installation.
- (8) Floors installed over radiant heated subfloors, but not indicated as suitable for radiant heat, will void all warranty coverage.

AHF Products

Customer Service Center

P. O. Box 566

Mountville, Pennsylvania 17554

866-243-2726

www.bruce.com

Dana Cross

From: Mark Miller
Sent: Thursday, August 13, 2020 2:49 PM
To: Dana Cross
Subject: FW: We have a problem with our floors!

From: Mark Miller
Sent: Tuesday, October 15, 2019 12:52 PM
To: Paul Friedman <paulfriedman@comcast.net>
Cc: Dana Cross <dcross@parkfairfax.info>
Subject: RE: We have a problem with our floors!

Actually he wanted parquet which they would not do. Again we had no say in this. We will add your email as a written request to the Board.

From: Paul Friedman <paulfriedman@comcast.net>
Sent: Tuesday, October 15, 2019 12:50 PM
To: Mark Miller <mmiller@parkfairfax.info>
Cc: Dana Cross <dcross@parkfairfax.info>
Subject: RE: We have a problem with our floors!

I don't recall being given that choice. I recall being advised that our upstairs neighbor was in a fight over it and it wasn't necessary because it was impossible to put a better floor in our unit. We believed what we were told.

On October 15, 2019 at 12:26 PM Mark Miller <mmiller@parkfairfax.info> wrote:

Paul that is what you choose, we had involvement in that. The insurance carried \$9.08 per square foot for replacement. You could have choose engineered pre-finished hardwood (hardwood veneer) as the unit owner of 3328 did. I will submit your request to the Board for discussion at the November 20th Board meeting.

From: Paul Friedman <paulfriedman@comcast.net>
Sent: Tuesday, October 15, 2019 12:18 PM
To: Mark Miller <mmiller@parkfairfax.info>
Subject: We have a problem with our floors!

Mark,

After the fire on the third floor condo, we were entitled to wood floors equal to the quality of the traditional parquet we had. We thought we were getting wood floors but, according to Lat, they are veneers. We were told that was all that was possible but, the man who caused the problem, our upstairs neighbor, fought to get better floors and got them.

We thought we were being good guys by not fighting over that. We believed what we were told. As well, we were put out of our home for a year due to no fault of our own and needed to get back into our home.

Now we know why we should have fought. These veneers are easily scratched and damaged. They are not like what we had. We were not made whole.

I would like to request, politely, that we have the community pay for real wood floors and this job be done right.

Thank you and I look forward to your response.

Best,

Paul

Dana Cross

From: Mark Miller
Sent: Thursday, August 13, 2020 9:05 AM
To: Dana Cross
Subject: FW: We have a problem with our floors!

From: Mark Miller
Sent: Thursday, November 21, 2019 10:08 AM
To: Paul Friedman <paulfriedman@comcast.net>
Cc: Dana Cross <dcross@parkfairfax.info>
Subject: RE: We have a problem with our floors!

Good morning, your request was put in front of the Board last night who chose not to move forward or take any action.

We do note that all materials should have a warranty and the flooring you choose is should be covered under this. Did you register with the manufacturer?

From: Paul Friedman <paulfriedman@comcast.net>
Sent: Tuesday, October 15, 2019 12:50 PM
To: Mark Miller <mmiller@parkfairfax.info>
Cc: Dana Cross <dcross@parkfairfax.info>
Subject: RE: We have a problem with our floors!

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