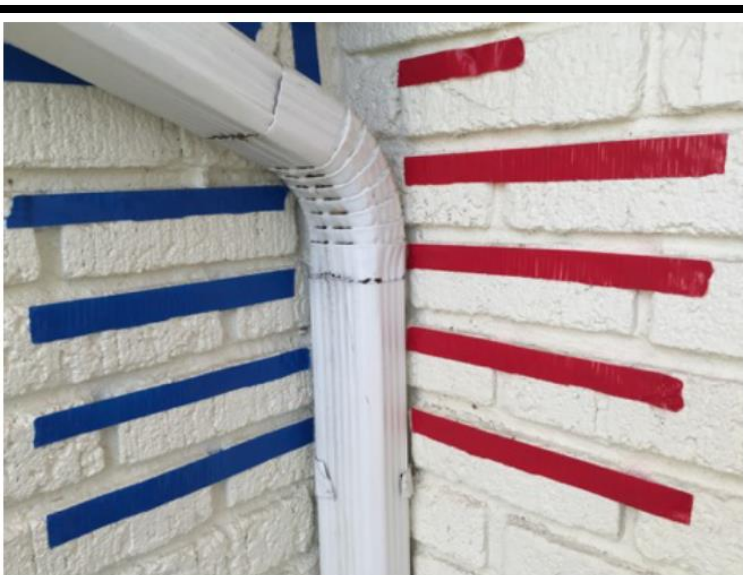




2006 rear addition. Red tape marks are a *random* sampling of the abundance of inferior masonry work, including: inconsistent mortar joint widths (from 1/4"-1 1/4"); broken bricks; crooked bricks; uneven course; overfilled mortar joints; excess mortar drips



Southwest side of rear addition and original building, viewed from Worthington Ave walk. Tape below gutter illustrates a highly visible element of this poorly matched addition- the walls are uneven as much as 7/8" at the butt joint between old & new walls, and the mortar joints have been overfilled as much as 24" from the inside corner (blue tape)



Uneven walls at butt joint between original house (left) and addition (right), NW side. Top several rows are up to 3/4" out of level.

The literal illustration of a poorly matched addition.



Shoddy and overfilled mortar joints, upper NW wall of 2006 addition



Northwest side of 2006 single story rear addition & original building. Settlement cracks around second floor windows carelessly repaired with blueish/gray mortar, instead of beige color used on rest of house. Tape below gutter illustrates uneven butt joint on this side of addition.



Northwest wall of 2006 addition, left side of window. Crookedly set bricks, broken bricks filled with mortar and inconsistent mortar joint widths.



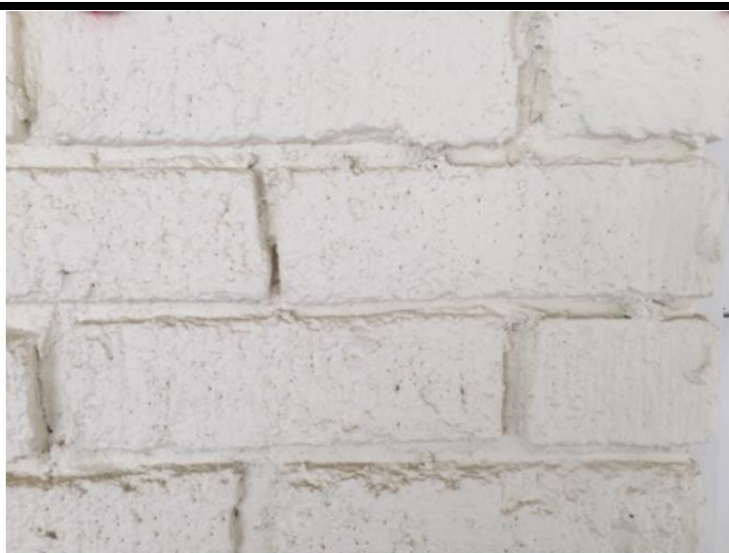
Crooked soldier course, *NW wall* of 2006 addition. Also note mortar overfill and drips



Top of crooked *NW wall* soldier course, protruding 1/4"-1/2" from rest of wall-exposing it to standing water.



More *NW wall* with crooked, protruding soldier course and caved-in brick below.



More inferior mortar work on *left wall* of addition: crooked, untooled joints and excess mortar drips indicative of substandard craftsmanship throughout.



Left wall of 2006 rear porch addition.
Vastly inconsistent mortar head (vertical) joints, ranging from 1" at top to 3/8" at bottom. Bed joints also vary as well. Also note broken and crooked bricks, and excess mortar on brick faces & edges.



Shoddy brick & mortar installation, *left wall* of 2006 addition



Inconsistent mortar joint widths; crooked and broken bricks; sloppy & excess mortar.
Center wall of 2006 rear porch addition.



Substandard, shoddy workmanship on the *center wall* of 2006 porch addition:
Crooked & broken bricks, uneven mortar joints, excess mortar not removed.



Mortar head joints in excess of one inch wide,
common throughout all three sides of porch.
(Industry standard is 3/8")

Center wall of 2006 addition





Uneven head & bed mortar joints, crooked & broken bricks-

right wall of 2006 rear addition



SW wall of 2006 rear addition. One of many head & bed mortar joints one inch wide. (industry standard is 3/8")





More inconsistent & sloppy mortar joints-
right wall of 2006 addition



Crooked bricks, inconsistent mortar joint widths, shoddy mortar work-
SW wall of 2006 addition, facing Worthington Ave.



Broken bricks, uneven mortar spaces, sloppy mortar finish.
Top of 2006 addition SW wall (facing Worthington Ave)



Same wall (higher up, w/o tape) of 1924 bldg. at SW side butt joint, facing Worthington.
 Unsightly-and problematic-overfilled and irregular mortar joints, inferior work all around.



Crooked brick, irregular mortar joint spaces, sloppy mortar finish.

SW wall below window of '06 addition, facing Worthington Ave.



Greatly uneven brick courses at *SW side butt joint* facing Worthington Ave. of 2006 addition (left) and 1924 original structure (right), some as much as 7/8" Also note irregular mortar joints, as well as overfilled joints at top right.

The literal illustration of a poorly matched addition.



More inferior, shoddy brick & mortar work-
SW side butt joint of '06 addition & orig. bldg.



Original 1924 duplex, with offset front door



Centered front door with sidelights-
installed during 2001 conversion to single family home

Standard Masonry Guidelines & Specifications

3.02. PREPARATION

A. Establish Lines, Levels, and Coursing

1. Protect lines from disturbance.
2. Use non-corrosive material in contact with masonry.

B. Surface Preparation: Prior to placing Concrete Masonry remove laitance, loose aggregate or other material that would prevent mortar from bonding to the foundation.

3.03 COURSING

A. Placement: Place Concrete Masonry Unit to lines and levels indicated.

B. Uniformity: Maintain masonry courses to uniform width. Make vertical and horizontal joints equal and of uniform thickness.

C. Bond Patterns: Place Concrete Masonry in 1/2 running bond unless otherwise noted.

D. Course Height: Course one Concrete Masonry and one mortar joint equal to 4 inches.

3.04 PLACING AND BONDING

A. Bed and Head Joints:

1. Joint Thickness:

- a. Construct 3/8 inch bed and head joints unless otherwise indicated.
- b. Construct bed joint at starting course on foundation not less than 1/4 inch and not more than 3/4 inch.

2. Fill holes not specified in exposed and below grade masonry with mortar.

3. Tool head and bed joints concave unless below grade or above ceiling height and to be concealed.

- a. Use tool with large enough radius that joint is not raked free of mortar.

Page 7 of 13

3. In-Progress Cleaning:

- a. Remove excess mortar.
- b. Dry brush exposed masonry prior to the end of each workday.
- c. Protect wall from mud splatter and mortar droppings.
 - i. Set scaffolds and scaffold boards so that mortar is not deflected onto masonry.
 - ii. At end of each workday turn scaffold boards so that rainwater is not deflected onto masonry.
- d. Place Concrete Masonry Unit such that mortar does not run down the face of the wall or smear the masonry face.

Common Violations In The Field

Mortar Joints Too Wide

Figure 2 shows the inside view of a poorly laid mortar header joint that well exceeds the allowable 3/8" width limit established by code. In fact, this vertical header joint measured more than 1" wide. As a result, the mortar will dry and shrink, leaving gaps which will allow water and cold air to penetrate through the wall.

Unfortunately, mortar joint defects such as this are becoming increasingly common in today's residential construction and often go undetected by the new home owner.



FIGURE 2: Improper mortar joint thickness.

Loxon XP Masonry Paint-used to seal cracks & waterproof

The next system is my recommended water proofing system. I prefer it for the following reasons:

Loxon XP® (not to be confused with Loxon®) is a high-build finish coating that is breathable so if you've had water intrusion the water will evaporate through this system but won't allow water to penetrate from the outside. It has a one-coat high-build application of 12 mils when wet, which dries to a minimum six mil thickness and has elastomeric properties to prevent water intrusion and seals cracks.

Two coats of Loxon XP®, of at least 26mil thickness (13mil when dry), will warranty the structure from the paint manufacturer to prevent water intrusion from up to 80 MPH wind driven rain.

The color retention on this product is excellent. You will get 6 to 8 years depending on the choice of color and can be used as a finish coating or as a high-build primer prior to finishing with a super premium satin paint where you would get a 10 to 12 year warranty.

This product comes in an eggshell sheen and we recommended this on new construction where a one-coat application is preferred by builders or on repaints for residential or commercial applications. Because of its breathability, excellent color retention, elastomeric properties, high-build mileage and warranty on two-coat

applications, Loxon XP is totally unmatched by any other water proofing product on the market today.

If you are looking for a professional and detailed residential or commercial painter in Windermere, Isleworth, Clermont, Winter Garden, Longwood, Altamonte Springs, Four Corners or South Lake County please complete [our contact form](#) or call 407-415-4316 for a free - no obligation estimate.



Photos of mismatched brick & mortar colors,
between house (top) and garage (bottom).
Also note mismatch in reflection on left side of top photo.



Mismatched brick texture and brick & mortar colors,
between the 1924 house (top) and 2001 garage (bottom)



Inferior brick and mortar work on *South wall* of '06 addition (w/window) hidden by paint.
Disparate elements of garage, addition and original house unified with neutral color.



Inferior brick & mortar work on *North wall* of '06 addition (left w/window) hidden by paint.
Disparate elements of garage, addition and original house unified with neutral color.



Poorly matched addition (porch) and repair work (2nd floor windows) hidden with paint,
defects no longer visible from Worthington Ave.



Mismatched brick & mortar on wall above sunroom gable hidden by paint.
Disparate part of the building no longer visible from Ewing Ave.

Substandard Masonry Work



Substandard Masonry Work



More sloppy, unsightly masonry work—*north side* wall of 2006 addition.

Inferior joint between original structure (left) and 2006 remodel (right). In addition to the obvious shoddy mortar work, note the mismatched brick and uneven brick courses and mortar joints, especially at the top. These photos of the *north side* of the 2006 addition are indicative of the error-filled workmanship throughout all three sides.



Further evidence of poor quality masonry installation-*center wall* of porch addition. Note the crooked bricks, excess mortar and inconsistent joint spaces. Also note the mismatched red and gray garage brick in the left reflection.



North side, second floor 6'w x 8'h brick wall of original house, visible from Ewing Ave

Note mismatched brick & mortar, as well as brick texture, between old & new areas.





Inferior brick and mortar work on *South wall* of '06 addition (w/window) hidden by paint.
Disparate elements of garage, addition and original house unified with neutral color.



Inferior brick & mortar work on *North wall* of '06 addition (left w/window) hidden by paint.
Disparate elements of garage, addition and original house unified with neutral color.

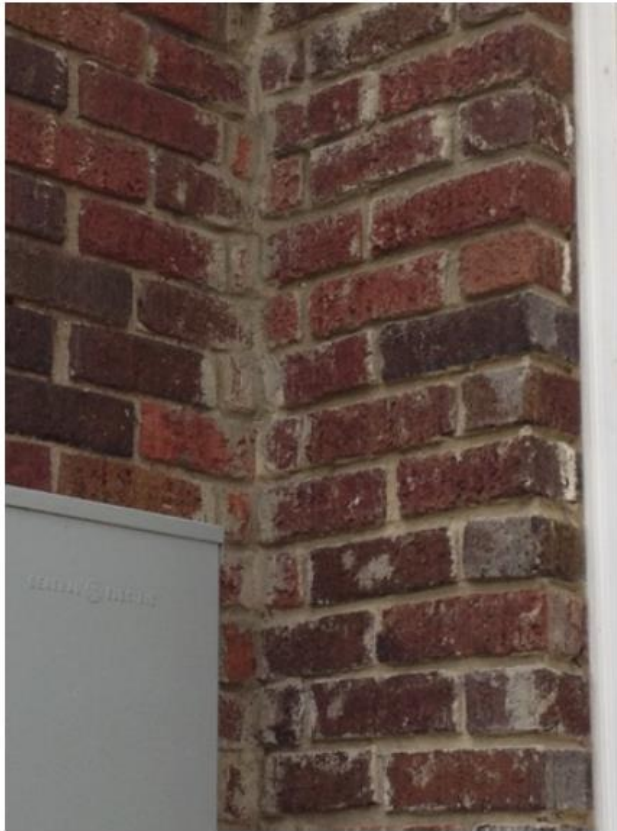


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Substandard Masonry Work



More sloppy, unsightly masonry work—*north side* wall of 2006 addition.

Substandard Masonry Work



Further evidence of poor quality masonry installation-*center wall* of porch addition. Note the crooked bricks, excess mortar and inconsistent joint spaces. Also note the mismatched red and gray garage brick in the left reflection.



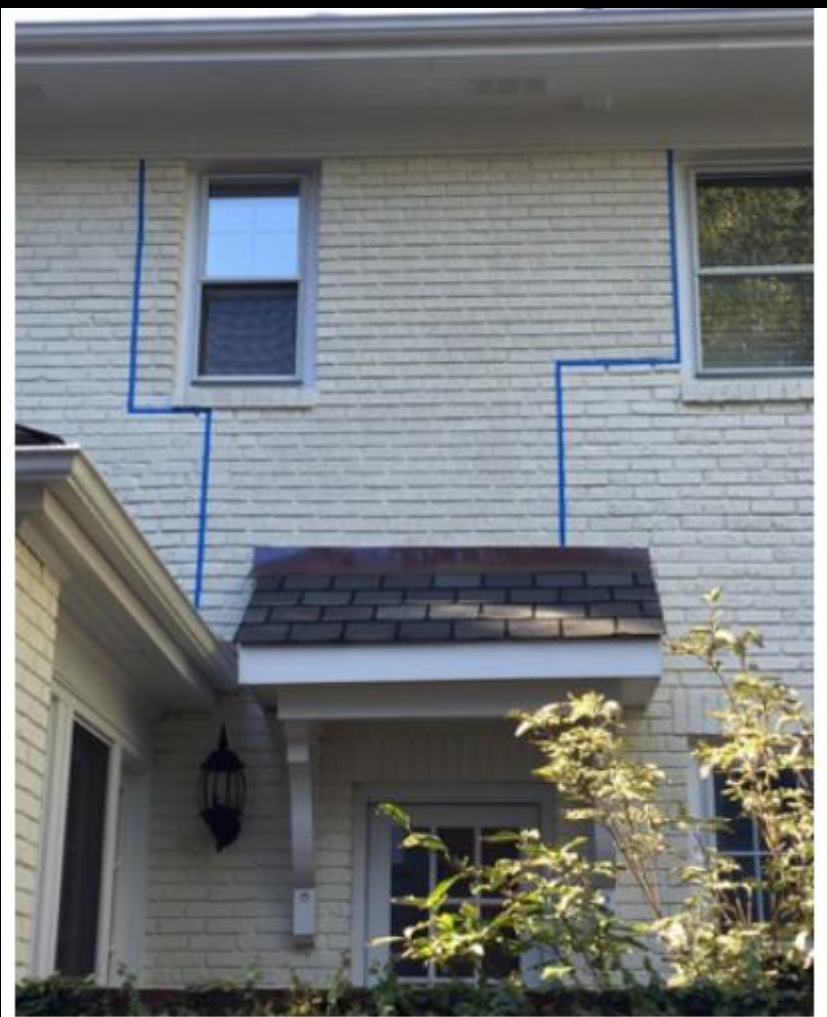
North side, second floor 6'w x 8'h brick wall of original house, visible from Ewing Ave.

Note mismatched brick & mortar, as well as brick texture, between old & new areas.

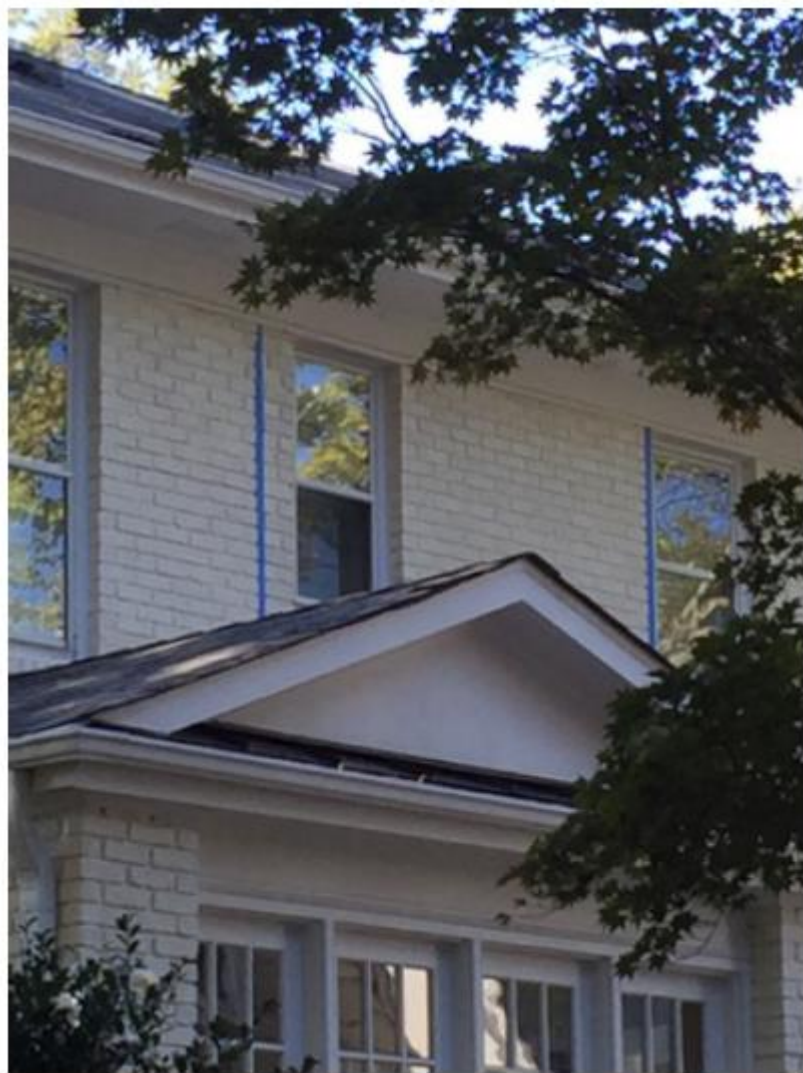




The bright red brick and gray mortar carelessly incorporated into the 2001 renovation came from the same batch of brick & mortar utilized in building the 2001 garage (left). Photo on the right is of the original 1924 brick & mortar.



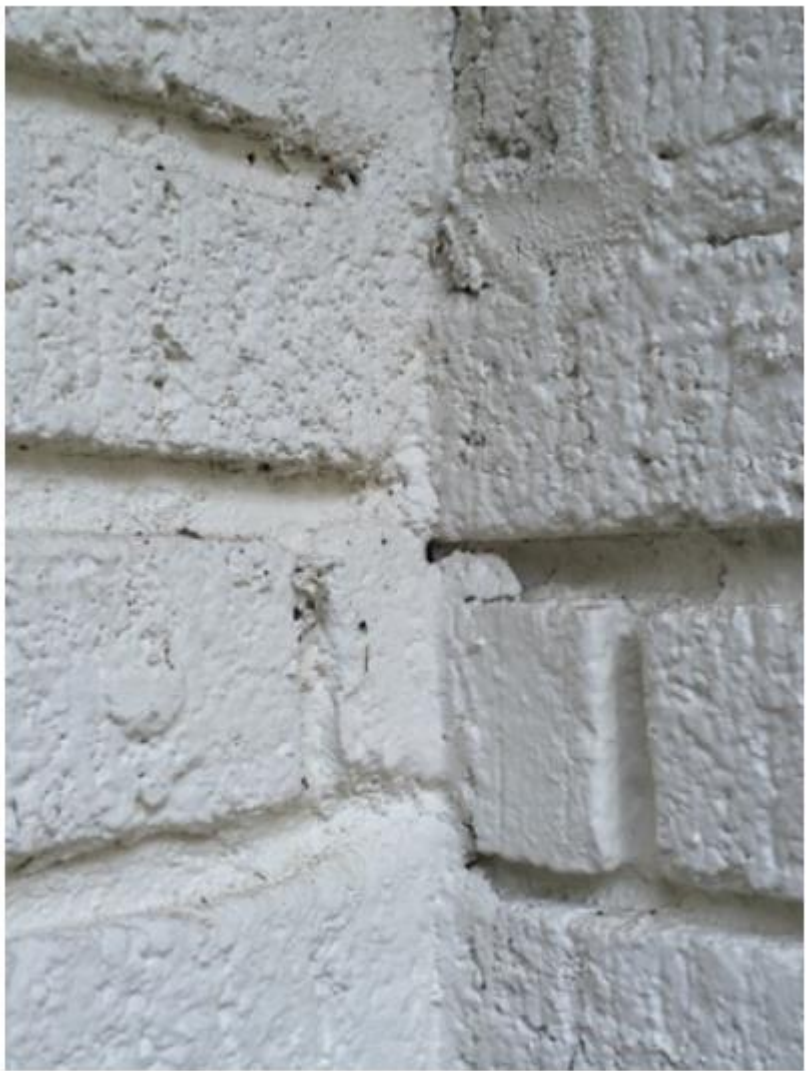
View from Ewing Ave. neighbor's property of *north side* 6' x 8' wall, where mismatched brick and mortar (area inside blue lines) were carelessly utilized during the 2001 conversion of the house from a duplex to a single family home.



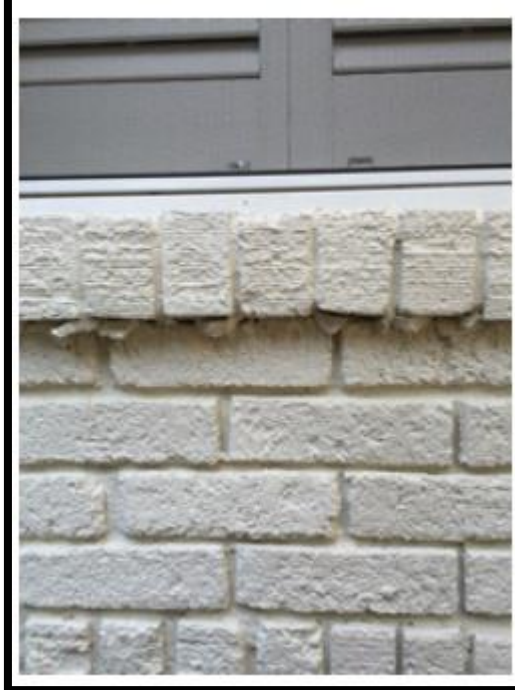
Distant view from 1823 Ewing Ave., across the street, of mismatched brick wall (inside the blue lines).



Despite being painted, this mismatched butt joint on the *SW side*, between the original house (right) and the 2006 addition (left), is clearly evident. Note once again the uneven rows of brick at the joint. The abundance of unsightly-and potentially damaging-mortar overfill on the upper right wall speaks for itself.



Uneven rows and sloppy mortar work-2006 addition south wall.



More examples of improper, unsightly mortar work on the 2006 addition





Poorly repaired settlement cracks around second floor rear window. The mortar color used was gray, despite the rest of the house having beige mortar. Probably done at the same time as 2001 renovation.



607 E Kingston Ave



1423 Lexington Ave



1015 Romany Rd



1207 Myrtle Ave



1325 Dilworth Rd.



1210 Dilworth Rd

Our Home



1830 Ewing Ave



All of the substandard and disparate masonry areas hidden, and the unification of the garage (far left), 2006 addition (w/window) & original house (w/downspout) achieved with a neutral cream color. Note the proximity of the garage to the house.

Painted Brick Homes In Dilworth (partial list)

1. 1918 Ewing Ave.
2. 1022 E. Worthington Ave.
3. 1211 E. Worthington Ave.
4. 1615 Dilworth Rd. West
5. 1908 Dilworth Rd. West
6. 2012 Dilworth Rd. West
7. 2007 Dilworth Rd. East
8. 2018 Dilworth Rd. East
9. 2114 Dilworth Rd. East
10. 909 East Blvd.
11. 1000 East Blvd.
12. 1222 East Blvd.
13. 1244 East Blvd.
14. 607 E. Kingston Ave.
15. 913 Romany Rd.
16. 1015 Romany Rd.
17. 1422 Lexington Ave.
18. 1423 Lexington Ave.
19. 700 Berkeley Ave.
20. 815 Berkeley Ave.
21. 1001 Berkeley Ave.
22. 1114 Langanore Place
23. 1117 Langanore Place
24. 1210 Dilworth Rd.
25. 1316 Dilworth Rd.
26. 1325 Dilworth Rd.
27. 1329 Lafayette Ave.
28. 918 Mt. Vernon Ave
29. 712 Templeton Ave.
30. 1121 Myrtle Ave. (Myrtle Square Apts.)
31. 1207 Myrtle Ave.

There are also over a hundred more homes that have significant painted brick elements throughout the Dilworth Historic District (e.g posts, chimneys and raised foundations).

This application was approved February 19, 2014

Recently granted COA's to paint brick. Similar conditions as ours used to justify painting. (Both examples are in Dilworth, just a block and two from our house)

APPLICATION: 1918 Ewing Avenue – Fenestration Changes/Addition.

The subject property is a c. 1920 one and one half story brick Bungalow listed as a Contributing structure in National Register Survey. The home has a front gable with a shed porch on brick columns with arched bays which extends over for the porte cochere.

The proposed projects include changes to windows and doors – some moved, some blocked in, some added. Two shed dormers will be added toward the rear of the house. Because of all the past bricking in and removing windows and doors, the proposal is to paint the brick house. The size and texture of the brick can be matched but not the color. A window in the front gable will be changed out to be more in keeping with the house and also to satisfy egress per Code.

STAFF RECOMMENDATION: The Commission should consider the guidelines in the review of this proposal: Fenestration/Rhythm

Staff believes the proposal meets the remaining applicable guidelines. Setbacks and landscaping are not applicable

The Commission will determine if painting the brick exterior is appropriate to unify the structure based on the conditions of the structure, or determine if there are other solutions. Based on the current conditions staff believes painting is an appropriate solution to cure the exterior defects.

MOTION: Based on compliance with *Policy & Design Guidelines*, Mr. Bender made a MOTION to APPROVE this application with the following revisions for staff to review and possibly approve: (1) rather than the proposed shed dormers a side to side cross gable will be added with pitch to match smaller gable on drive side, (2) reduce proposed size of front replacement window to 80% and still meet Code, (3) bring cross gable in a minimum of 8" from edge of roof, 4) remove proposed transom on the right elevation, (5) painting brick is justified. Mr. Duffy seconded.

VOTE: 8/0 AYES: BENDER, CORBUS, DUFFY, EGAN, GLENNON, MARSHALL, RISTAINO, YARBROUGH

NAYS: NONE

DECISION: APPLICATION APPROVED WITH REVISED PLANS FOR STAFF TO REVIEW AND APPROVE.

"Because of all the past bricking in and removing windows and doors, the proposal is to paint the brick house"

APPLICATION: HDC 2014-262 – 2114 Dilworth Road East – Painting of Unpainted Brick.

This application was recently continued for the opportunity to get a brick expert to go out and give an opinion on whether or not the brick can be repaired and/or the home unified in some other way than painting the entire house.

|
The existing structure is a c. 1925 one and one half story brick home. It is listed as a Contributing Structure in the Dilworth National Register Survey.

Proposal

The proposal is to paint the brick exterior. The applicant has submitted photographs of the existing cracks, leaching, unmatched patchwork, and visible infill.

Revised Proposal –January 14, 2015

The proposal is to paint the brick exterior due to badly matched brick and mortar on additions, black staining that streaks down the brick, white leaching, holes, cracks. The applicant has submitted addition: photographs of the existing conditions and recommendation letters from contractors.

FOR/AGAINST: No one accepted Mr. Egan’s invitation to speak either FOR or AGAINST the application.

RECOMMENDATION: The Commission shall determine if the existing conditions warrant the request for painting the brick exterior and/or if the evidence warrants an exception.

MOTION: Based on compliance with ***Policy & Design Guidelines – Painting Brick***, Ms. Titus made a MOTION to APPROVE as submitted with evidence warranting an exception due to poorly matched additions on all four elevations. Ms. Yarbrough seconded.

VOTE: 7/3

AYES: BENDER, EGAN, HADEN, MARSHALL, RISTAINO, TITUS, YARBROUGH

NAYS: CORBUS, LENHART, SULLIVAN

DECISION: APPLICATION FOR PAINTING BRICK APPROVED.

THE SECRETARY OF INTERIOR'S STANDARDS

The Secretary of Interior's Standards for Historic Rehabilitation (As cited in the *Charlotte Zoning Ordinance* Section 10.210)

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

**The U.S. Secretary of Interior's
Guidelines for Rehabilitation Historic
Building-Masonry**

- While masonry is among the most durable of historic building materials, it is also very susceptible to damage by improper maintenance or repair techniques and harsh or abrasive cleaning methods.

NOT RECOMMENDED

- Sandblasting brick or stone surfaces using dry or wet grit or other abrasives. These methods of cleaning permanently erode the surface of the material and accelerate deterioration.
- Cleaning with chemical products that will damage masonry, such as using acid on limestone or marble, or leaving chemicals on masonry surfaces.
- Applying high pressure water cleaning methods that will damage historic masonry and the mortar joints.
- Removing paint that is firmly adhering to, and thus protecting, masonry surfaces.
- Using methods of removing paint which are destructive to masonry, such as sandblasting, application of caustic solutions, or high pressure waterblasting.

**U.S. Dept. of Interior-Preservation Brief
“Dangers of Abrasive & Chemical Cleaning to
Historic Buildings**

- Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.” – The Secretary of the Interior's Standards for Rehabilitation.

Gentlest Means Possible

- A third cleaning technique which may be recommended to remove dirt, as well as stains, graffiti or paint, involves the use of commercially available chemical cleaners or paint removers.
- It is almost impossible to remove paint from masonry surfaces without causing some damage to the masonry, and it is best to leave the surfaces as they are or repaint them if necessary.

**Division 4, Section 04200 Concrete
Masonry Specifications**

3.02 PREPARATION

- A. Establish Lines, Levels, and Coursing

3.03 COURSING

- A. Placement: Place Concrete Masonry . Unit to lines and levels indicated.
- B. Uniformity: Maintain masonry courses to uniform width. Make vertical and horizontal joints equal and of uniform thickness

3.04 PLACING AND BONDING

- A. Bed and Head Joints:
1. Joint Thickness:
 - a. Construct 3/8 inch bed and head joints unless otherwise indicated.
 3. Tool head and bed joints concave unless below grade or above ceiling height and to be concealed.

In-Progress Cleaning

- Remove excess mortar
- Dry brush exposed masonry prior to the end of each workday.
- Protect wall from mud splatter and mortar droppings.
- Place Concrete Masonry Unit such that mortar does not run down the face of the wall or smear the masonry face.

3.05 TOLERANCES: Erect masonry within the following tolerances from specified dimensions:

- Mortar joint thickness
- Bed: Plus or minus 1/8 inch or plus 1/8 inch.
- Head: Plus 3/8 inch or minus ¼ inch
- Collar: plus 3/8 inch or minus ¼ inch

Common Violations In The Field

Mortar Joints Too Wide

Figure 2 shows the inside view of a poorly laid mortar header joint that well exceeds the allowable 3/8" width limit established by code. In fact, this vertical header joint measured more than 1" wide. As a result, the mortar will dry and shrink, leaving gaps which will allow water and cold air to penetrate through the wall.

Unfortunately, mortar joint defects such as this are becoming increasingly common in today's residential construction and often go undetected by the new home owner.



FIGURE 2: Improper mortar joint thickness.



1945 J N Pease Place #204
Charlotte, NC 28262

Fax: 704-335-6297
Phone: 704-335-7200

Via Email: fos6op@aol.com

October 21, 2015

William Foster

RE: 1830 Ewing Ave.

William:

At your request, I have researched available solutions for removal of the paint on the brick veneer of your home at the referenced address. Unfortunately I was unable to find an adequate method for removing the paint without the high possibility of damaging the brick and mortar. From my research, all of the chemical and physical means currently available of removing paint from brick will likely cause some cosmetic damage to the brick and mortar due to their age and brittleness. For that reason I would not recommend the paint to be removed from the brick.

Should you have any questions regarding this report, please feel free to call.

Sincerely,

Michael P. Gervais, P.E.
NC License #27399
Corporate License #: C3118



October 21, 2015

Valentine Painting & Decorating, LLC

P.O. Box 654, Washaw, NC 28173 (704) 243-2997

Proposal for Exterior Work

CUSTOMER INFORMATION

Submitted to: Bill Foster Contact Phone: 706-306-0122 Date of Proposal: 2/5/14

Address of Job Site: 1830 Ewing Ave., Charlotte, NC Lead source: Angie's List Target Start Date: asap

JOB TYPE (Includes marked items only)

☐ Powerwash Only ☒ Exterior Painting ☐ Exterior Painting & Restoration

SURFACES PAINTED (Include marked items only)

☒ Wood / ☒ Asphalt / Aluminum / Vinyl Siding ☒ Soffits ☒ Fascia Trim ☒ Window frames ☒ Window Sash
☒ Shutters ☒ Doors ☐ Screen Doors ☒ Garage Doors ☒ Detached Garage ☒ Outlets & Lites ☐ Foundation
☐ Fence ☒ Other: brick (no retaining walls or brick fencing)

PROCEDURE (Includes marked items only)

Preparation:

- ☒ Powerwash removing dirt & mildew.
- ☒ Scrape loose paint.
- ☐ Complete paint removal (restoration only).
- ☒ Clean windows where necessary.
- ☒ Caulk and putty where necessary.
- ☒ Spackle where necessary with epoxy wood-filler.
- ☒ Sand where necessary.
- ☒ Secure any loose wood or shingles.
- ☒ Replacement of rotted wood, see comments.
- ☐ Apply 2 skin coats of exterior spackling compound, sanding between coats (for restoration only)
- ☒ Re-mortar brick where necessary.

Priming:

- ☒ Spot prime barewood & stained areas with oil primer.
- ☐ Re-prime spackled areas.
- ☐ Apply one coat of oil primer.
- ☐ Apply one coat of latex primer.

Painting:

- ☒ Apply 2 coats of exterior latex paint, on trim.
- ☐ Apply coats of exterior stain (clear / semi-transparent / solid).
- ☐ Apply coats of deck stain (clear / semi-transparent / solid).
- ☒ Apply 2 coat of Loxon on all brick surfaces (brick walls & fencing not included).

MATERIALS/COLORS:

Sherwin Williams Emerald satin finish used on all trim.

Loxon XP used on all brick surfaces to be painted. Apply one coat of
porch floor enamel on screened porch floor

COMMENTS:

Prime, paint, and install new shutters. Shutters to be purchased by customer.

*Price includes exterior window cleaning. Carpentry included. Replace 2 pieces of soffit and one

piece of frame molding. *Price includes spot priming water stains & applying two coats of paint to study ceiling.

Painting contract for 1830 Ewing Ave., specifying *Loxon XP Masonry Paint*

Sherwin-Williams New Loxon XP® IR Reflective Coating Offers Advanced Infrared Technology For Cooler Interiors

REFLECTING SOLAR RAYS REDUCE SURFACE TEMPERATURE AND HELP LOWER HEAT GAIN

LAS VEGAS – February 4, 2014 – New Sherwin-Williams Loxon XP IR Reflective Coating integrates proven concrete and masonry protection with advanced infrared technology that reflects solar rays back into the atmosphere. The result is lower exterior surface temperatures, less heat gain, reduced building energy consumption, cooler interior temperatures and increased occupant comfort – with an attractive appearance that withstands the elements.

"Loxon XP IR combines outstanding high-build performance and innovative solar reflective technology, which makes it an ideal product for concrete and masonry buildings in consistently sunny, high-temperature regions. The product can have a positive impact on a building by reducing environmental demands," said Karl Schmitt, vice president, marketing, research and design, Sherwin-Williams.

Because Loxon XP IR's advanced infrared technology contains pigments that reflect ultraviolet (UV) rays back into the atmosphere, it helps reduce a building's exterior surface temperature, especially if it's exposed to constant sunlight. It also cools interiors, helping to reduce energy use.

Loxon XP IR provides the same great high-build performance and outstanding protection as Loxon XP for concrete, cement composition panels, concrete block, brick and stucco. These high-build coatings provide a breathable, elastic finish that helps bridge hairline cracks and can be applied in one less coat compared to conventional masonry coatings, saving time and labor. They are tough enough to withstand wind-driven rain, heat, humidity and salt air, and resistant to high alkalinity, efflorescence, chalking and fading. In addition, Loxon XP IR and Loxon XP allow for quick application, durability and an attractive finish and may be applied to surfaces with a pH of up to 13.

New Loxon XP IR Reflective Coating is available in six highly reflective colors and will be available in spring 2014. For more information, visit sherwin-williams.com/home-builders/.

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We're Now Using Loxon Concrete and Masonry Products

We're always looking for the best products to use in our concrete and masonry restoration work in Baltimore. We've recently started using Loxon concrete and masonry products for concrete and masonry restoration in Baltimore, and we'd like to share some information about these products with you.

Loxon Concrete and Masonry Primer/Sealer

This acrylic concrete and masonry primer is used to seal and condition porous above-grade masonry surfaces. It can be used on everything from concrete and plaster to brick, stucco, fiber cement siding, and EPS exterior insulated siding. Other advantages include:

- It tolerates the high pH common in new masonry
- **Ensures a uniform look**
- **Masks pockmarks and surface imperfections**
- Prevents peeling caused by alkali salt damage
- Fast curing saves time and money
- Long lasting finish.

Loxon Topcoat

This exterior acrylic coating is used for exterior above-grade masonry surfaces. It offers a high-performance protection for concrete, cement composition panels, concrete block, brick, and stucco. The topcoat is weather resistant, highly alkali and efflorescence resistant, and inhibits the growth of mildew on the coating surface.

Loxon XP

Loxon XP is a high-build coating that requires no primer and one less coat than a conventional coating, making quick work of exterior coating. It can be applied directly to concrete and masonry less than 28 days old with no primer. It works well with high-pH substrates of up to 13, and can be applied down to 35 degrees Fahrenheit.

Loxon XP protects against rain, alkali, tracking, and efflorescence, all while ensuring flexibility, durability, and resistance to fading. The breathable quality of Loxon XP allows moisture to escape if necessary, whereas other alternatives trap moisture in the substrate.

Have questions?

Phone: 410-574-6504

Fax: 410-574-6508

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Fine-Texture Loxon XP™ For Flawless Protection

New Formula Provides Better Aesthetics in a Durable, Direct-to-Concrete Masonry Coating



CLEVELAND, Ohio (February 18, 2008)—Building on the success of Loxon XP, a direct-to-concrete, high-build masonry coating that requires no primer and provides exceptional coverage, Sherwin-Williams introduces a fine-texture version of the coating that will cover surface imperfections better for more aesthetically pleasing results. With Loxon XP, contractors can complete concrete jobs faster and more efficiently.

Loxon XP can be applied to fresh concrete and masonry less than 28 days old and cures more quickly than standard coatings, so construction schedules can be accelerated. Designed for use on fill-up, pre-cast or poured-in-place concrete, as well as concrete masonry units (CMU), cement block and stucco surfaces, Loxon XP provides superior resistance to alkali and efflorescence. With one less coat required to achieve the desired results, this unique product achieves maximum performance, which saves on time and labor costs because jobs can be turned faster.

Loxon XP also has excellent resistance to moisture penetration from wind-driven rain, and its high-build formula can be sprayed, rolled or even brushed on in small applications resulting in a breathable film. With its proprietary technology, Loxon XP tolerates pH levels of up to 13. Concrete surfaces coated with Loxon XP will retain their original finish for years without fading, which reduces the frequency of repaints.

Historic Property Disclosure Ordinances

Aurora, IL

Historic Disclosure Ordinance No. 003-138

An Ordinance Requiring The Disclosure Of Historic Designation By Sellers
Of Real Property In The City Of Aurora

Article Vi. Disclosure Of Historic Designation

Sec. 37-101. Definitions.

"Seller" means every person or entity who is an owner, beneficiary of a trust, contract purchaser or lessee of a ground lease, or who has an interest (legal or equitable) in historic district or landmark property.

"Prospective buyer" means any person or entity negotiating or offering to become an owner or lessee of historic district or landmark property by means of a transfer for value to which this Act applies.

"Historic District" An area designated as an "historic district" by ordinance of the city council and which may contain, within definable geographic boundaries, one or more landmarks and which may have within its boundaries other proportions or structures that, while not of such historic or architectural significance to be designated as landmarks, nevertheless contribute to the overall historic or architectural characteristics of the historic district.

"Historic Landmark" A property, structure or natural object designated as a "landmark" by ordinance of the city council, pursuant to procedures prescribed in this title, that is worthy of rehabilitation, restoration and preservation because of its historic or architectural significance to the city.

Sec. 37-102. Disclosure Required.

Whenever real property designated as part of an historic district or an historic landmark pursuant to Section 37 of the Aurora Code, is to be sold within the city of Aurora, the seller thereof shall tender to all prospective purchasers a copy of the pre-printed information available from the City that describes certain exterior alterations and construction standards. Said seller shall obtain the signatures of all parties to a sale of such real property showing that the pre-printed information has been given and received, indicating thereon the street address and parcel number of the real property being sold. The disclosure is not required for buildings constructed after 1978.

Sec. 37-103. Timing Of Disclosure.

The disclosure required in Section 37-102 above shall be completed no later than at the time the Real Estate Sale Contract is executed between the seller and purchaser thereof.

Santa Monica, CA

9.57.020 Disclosure of Historic Resources

If real property has been designated by the City of Santa Monica as a landmark, structure of merit, or a contributor to a historic district; has been identified in the City's Historic Resource Inventory or any update thereto; or is located within a Neighborhood Conservations Overlay District; the owner or the selling agent of the real property shall, in any real property transaction, provide the buyer of the real property with notice informing the buyer of the property's historic status. The owner or the selling agent shall provide the notice to the buyer as soon as practicable before transfer of title. The buyer shall execute a receipt therefore as furnished by the City and said receipt shall be delivered to the City Clerk as evidence of compliance with the provisions of this Chapter. (Added by Ord. No. 2486CCS §§ 1, 2, adopted June 23, 2015)

Washington, D.C.

"The law in the District (Rule: 17-2708) requires most sellers to disclose a number of issues relating to the property that is being sold. Unlike in Maryland, District property owners do not have the option to disclaim disclosure. Recently, the District's Board of Real Estate issued a temporary update to the required Seller's Disclosure form. Three new questions dealing with historic districts have been added.

Sellers now also must disclose if the property is a D.C. landmark or located within a historic district; whether the property has been cited for a violation during the period that the seller owned the property, and whether the property is subject to a conservation easement."

Recommended Disclosure, NC Association of Realtors Seller Advisory

February, 2015

Historic Property

Cities and counties in North Carolina may by law choose to create Historic Preservation Commissions and to designate local historic districts and landmarks. A Historic Preservation Commission has the power to recommend to the local governing board properties to be designated as historic districts and landmarks. If your property has been designated as a landmark or is in a designated historic district, this is important information for a buyer to know, as it may affect the property taxes and/or the buyer's ability to make changes to the property.

CONTRACT DOCUMENTS AND CONTRACT PROCESS

Real Estate Sale Form (Sale Agreement)

A contract for the sale of real property must be in writing to be enforceable in a North Carolina court. A VERBAL AGREEMENT SHOULD NOT BE RELIED UPON. Contracts for the sale of real property are legally binding contracts, and with limited exceptions (for example, the first sale of a condominium unit), are not subject to any "cooling off" period during which the buyer may terminate any such contract. You should seek competent legal advice from a North Carolina real estate attorney before signing any contract you do not fully understand. In North Carolina, many real estate agents use the standard Offer to Purchase and Contract form (jointly-approved by the NC Association of REALTORS and the NC Bar Association) for North Carolina residential real property transactions. This contract form includes provisions concerning the payment of a "due diligence fee" and one or more earnest money deposits, as well as who will hold the earnest money and under what conditions it may be refunded to the buyer or forfeited to the seller. The contract form also provides for a Due Diligence Period during which the buyer may investigate the property and the transaction and terminate the contract for any reason or no reason. The amount of the due diligence fee and earnest money deposit(s), and the length of the Due Diligence Period are important matters that should be carefully negotiated between the buyer and the seller.

YOU ARE RESPONSIBLE FOR SELECTING THE TERMS AND CONDITIONS OF YOUR AGREEMENT. YOUR REAL ESTATE AGENT CAN GIVE YOU IMPORTANT MARKETING, BUSINESS AND NEGOTIATING ADVICE AND INFORMATION AND CAN ASSIST IN PREPARATION OF THE SALE AGREEMENT, BUT ONLY PURSUANT TO YOUR INSTRUCTIONS. REAL ESTATE AGENTS ARE NOT ATTORNEYS AND ARE PROHIBITED BY LAW FROM GIVING LEGAL ADVICE. Your real estate agent may be able to assist you in finding a North Carolina real property attorney. Also, the North Carolina Bar Association Foundation operates a Lawyer Referral Service as a public service. Information about the Service is available on the website of the NC Bar Association [here](#).

Oil and Gas Rights Disclosure

The minerals in place underneath the surface of the earth, including oil and gas, can be owned separately from the surface of the property. This means that minerals and mining rights can be created and transferred separately from the surface rights, and that those mineral rights constitute a separate and distinct property interest. Information about oil and gas leases in North Carolina in two NC Department of Justice publications is available on the NC Real Estate Commission's website [here](#) and [here](#).

NC law now requires most sellers, including builders and sellers of new construction, to provide a Mineral and Oil and Gas Rights Mandatory Disclosure Statement to interested buyers before they make an offer. The form used by the seller is mandated by state law. A copy of the Mineral and Oil and Gas Rights Mandatory Disclosure Statement is available on the website of the NC Real Estate Commission [here](#).

The law requires the seller to answer three specific questions about mineral rights and about oil and gas rights, and then obtain the buyer's initials to acknowledge the mineral and oil and gas disclosure as part of the real estate contract. You must answer the following: 1) whether the oil and gas rights were severed from the property by a previous owner; 2) whether you have personally severed such rights from the property in the past; and, 3) whether you intend to sever said rights from the property prior to transfer of title to the potential buyer. All three questions must be answered "yes" or "no," except that question 1) may be answered "no representation" by you. You will may not know whether a prior owner had severed