**Sierra County**  
**Board of Supervisors’**  
**Agenda Transmittal & Record of Proceedings**

**MEETING DATE:** November 19, 2019  
**TYPE OF AGENDA ITEM:**  
☐ Regular  ☐ Timed  ☐ Consent  

**DEPARTMENT:** Public Works and Transportation  
**APPROVING PARTY:** Tim H. Beals, Director  
**PHONE NUMBER:** 530-289-3201

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**AGENDA ITEM:** Presentation on quotes for the Wellness Center and adoption of resolution authorizing negotiation of purchase agreement with GS Home Construction for the manufactured home.

**SUPPORTIVE DOCUMENTS ATTACHED:**  
☐ Memo  ☐ Resolution  ☐ Agreement  ☐ Other  
Sample package for agreement for purchase agreement with GS Home construction and resolution.

**BACKGROUND INFORMATION:** On October 15, the Board authorized issuance of a Request for Proposals for installation of a manufactured home to be utilized as a Wellness Center. Two quotations were received and staff is recommending a purchase agreement with GS Home Construction, and authorization for Director of Transportation to execute all documents necessary to enter into the purchase agreement.

**FUNDING SOURCE:** BEHAVIORAL HEALTH - MHSA FUNDING  
**GENERAL FUND IMPACT:** General Fund Impact  
**OTHER FUND:**  
**AMOUNT:** $183,881.00 N/A

**ARE ADDITIONAL PERSONNEL REQUIRED?**  
☐ Yes, -- --  ☐ No

**IS THIS ITEM ALLOTTED IN THE BUDGET?**  
☐ Yes  ☐ No

**IS A BUDGET TRANSFER REQUIRED?**  
☐ Yes  ☐ No

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**SPACE BELOW FOR CLERK’S USE**

**BOARD ACTION:**  
☐ Approved  
☐ Approved as amended  
☐ Adopted  
☐ Adopted as amended  
☐ Denied  
☐ Other  
☐ No Action Taken  
☐ Set public hearing  
☐ Direction to:  
☐ Referred to:  
☐ Continued to:  
☐ Authorization given to:  
Resolution 2019-  
Agreement 2019-  
Ordinance  
Vote:  
Ayes:  
Noes:  
Abstain:  
Absent:  
☐ By Consensus

**COMMENTS:**

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**CLERK TO THE BOARD**  
Date
IN THE MATTER OF
AUTHORIZATION TO SEEK
EXECUTE PURCHASE AGREEMENT FOR
MODULAR HOME TO BE INSTALLED
FOR USE AS A WELLNESS CENTER

RESOLUTION 2019-__________

WHEREAS, authorized issuance of a Request for Proposals to furnish and install a complete manufactured home for the Sierra County Wellness Center; and,

WHEREAS, in response to the Request for Proposals two quotes from two different manufacturers from one dealer were received.

NOW, THEREFORE, BE IT RESOLVED by the Sierra County Board of Supervisors, that the Director of Transportation is hereby authorized to execute a purchase agreement and all documents necessary to accomplish the purchase and installation of the modular home, Make-Redman-Champion, Model-Creekside Manor from Statewide Homes.

ADOPTED by the Board of Supervisors of the County of Sierra on the 19th day of November 2019, by the following vote:

AYES: 
NOES: 
ABSTAIN: 
ABSENT: 

COUNTY OF SIERRA

PAUL ROEN
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST: 
APPROVED AS TO FORM:

HEATHER FOSTER 
CLERK OF THE BOARD

DAVID PRENTICE 
COUNTY COUNSEL
Quotes
To: Bryan Davey

From: Scott Murray, Statewide Homes

Re: RFP Sierra County Wellness Center Manufactured Office Project

We have completed two estimates for the project, one is with a Redman Manufactured Home and the other is with a Skyline Manufactured Home. We will be providing the dwelling, delivery, assembly of the dwelling, and the interior close up; this will not be at a prevailing wage per our conversations.

If we have missed something please let us know, and if you need further clarifications please do not hesitate to call with your questions.

Sincerely,

Scott M Murray

Scott M Murray

V.P.
<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Redman Creekside Manor 4663A options</td>
<td>$ 93,900.00</td>
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<tr>
<td>Engineered prints</td>
<td>NA</td>
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<tr>
<td>Sprinklers</td>
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<tr>
<td>Sales tax (On Options)</td>
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<td>Water Proof Transport Cover engineering</td>
<td>NA</td>
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<tr>
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<tr>
<td>Site Plan</td>
<td>Buyer</td>
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<tr>
<td>Foundation Plans</td>
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<td>$ 7,500.00</td>
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<tr>
<td>Site prep</td>
<td>Buyer</td>
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<td>Compactor</td>
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<tr>
<td>Tie Downs</td>
<td>$ 1,500.00</td>
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<tr>
<td>Engineered Foundation system 110 Concrete Skirting</td>
<td>NA</td>
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<tr>
<td>Skirting</td>
<td>Buyer</td>
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<tr>
<td>Carpet installer</td>
<td>Buyer</td>
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<td>Drywall/Interior finish/door adjustment</td>
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<td>Item</td>
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<td>NA</td>
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<td>Spot Time</td>
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<td>Translift to get house onto lot (if needed)</td>
<td>$1,000.00</td>
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<tr>
<td>Jade</td>
<td>NA</td>
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<tr>
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<tr>
<td>Crane (Allowance)</td>
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<td>Trench Utilities</td>
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<td>Underground for power</td>
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<tr>
<td>Connect Power to Home</td>
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<tr>
<td>Power Company Charges (Allowance)</td>
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<td>Well Equipment (Allowance)</td>
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<td>Sprinkler tank and pump</td>
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<td>Roof completion</td>
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<td>HCD fee</td>
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<td><strong>Total Home</strong></td>
<td><strong>$183,881.00</strong></td>
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<tr>
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<td><strong>Total Home</strong></td>
<td><strong>$ 219,452.00</strong></td>
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Sample Purchase Agreement
MANUFACTURED HOME PURCHASE ORDER AND FEDERAL DISCLOSURE STATEMENT

Purchaser: 
Address: 
City: 
State: 
Zip: 
Phone: 
Date: 

Salesperson: Scott Murray

Subject to the terms and conditions stated on both sides of this agreement, Seller agrees to sell and Purchaser agrees to purchase the following MFD/MHL Home:

Name: Redman - Champion
Model: Creekside Manor
Bedrooms: 3
Bathrooms: 2
Length: 50'
Width: 16'
Square Feet Living Area: 840
Date MFD Org.: 08/27/2020

The cost of the MFD/MHL Home excludes the listed prices for these items:

- Stairway: $2000
- Porch: $800
- Well Drilled: $8000

The Mnufactured Home does not include a wired for TV, Phone or computer. There is a 12-month factory warranty on the Home. See order # QTC0556 Rev. for all items included in the Home. The Home is a manufactured home and will not include any prevailing wage labor. There is no compensation for weather delays. Price is good for 40 days. Once Home is ordered, price is fixed. Buyer is charged for pieces and will not be guaranteed a price for 90 days. Buyer is responsible for all additional costs and anything else to obtain final occupancy that is not included in our contract. Once escrow closes, state will send buyer the original MDC form. Buyer has 30 days after final to mail HCD a copy of the recorded 433a and pink mdc.

TOTAL ACCESSORIES (OUTSIDE HOME) $15,846.00
TOTAL MFG. HOME & ACCESSORIES $151,846.00
SALES TAX (ITEMS NOT INTEGRAL TO HOME) $3,040
OCCUPANCY FEE $2,000.00
FOOTING SYSTEM / TIE DOWNS $200.00
DELIVERY $15,500.00
SET UP $350.00
HCD FEES $700.00
INVOICE COST (IF SOLD BY DEALER) $14,300.00
INSURANCE PREMIUM (ONLY IF SOLD BY DEALER) $100.00
SECURITY FEES $100.00
SCHOOL FEES $100.00
OTHER / PRE PAID TAXES $1,000.00
DOE FEE (NOT A GOVERNMENTAL CHARGE) $151,846.00
1. TOTAL CASH PRICE $151,846.00
2. LESS BURGERS DOWN PAYMENT $15,846.00
3. UNPAID BAL. ON CASH SALES PRICE $135,982.00
4. FINANCE CHARGE
5. ANNUAL PERCENTAGE RATE
6. TOTAL PAYMENT AMOUNT (3+4) $151,846.00
7. UNPAID BALANCE DUE PRIOR TO DEL. $126,100.00
8. TOTAL DEFERRED PAYMENT (5+6) $126,100.00

In the event the manufactured home cannot be delivered and/or inspection completed within the agreed delivery time due to nonperformance by the buyer, buyer agrees to one of the following at the option of the seller, either (1) to pay 2% per month charges per day until a manufactured home installation acceptance is obtained, or (2) pay the sum in lieu of total consideration.

The Dealer Certifies that the installation contractor:

NAME: G.S. Home Construction LIC. #
BUSINESS ADDRESS: CA ZIP

A Contractor is required by law to be licensed and regulated by the Contractors State License Board, P.O. Box 28000 Sacramento, CA 95822.

Notice to Buyer: (A) DO NOT SIGN THE PURCHASE AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES TO BE FILLED IN. (B) YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THIS AGREEMENT AND, IF PURCHASING A MANUFACTURED/MOBILE HOME COVERED BY A WARRANT, A COPY OF THE WARRANTY. Complaints concerning the purchase shall be referred to the dealer and, if the complaint is not resolved, may be referred to the Department of Housing and Community Development, Division of Codes and Standards, Occupational Licensing, Post Office Box 51, Sacramento, California 95812-0051 (telephone 916-943-2772). A failure to disclose pursuant to this section shall not be the basis for rescission of a conditional sale contract.

The Manufactured Home that I am purchasing will be used as a residence. I further certify that I understand that if subject Manufactured Home is used for any purposes other than a residence, I may be liable, to the State Board of Equalization, for the tax measured by the amount excluded pursuant to this certificate.

Purchaser: 
Date: 

Receipt of a Filled-In Copy of This Agreement is Hereby Acknowledged by Purchaser

The Purchaser Order is subject to credit approval and is not binding unless signed by an authorized representative of lender. Purchaser certifies that he is of legal age, and agrees to sign a Security Agreement according to the terms herein. In the event payoff figures on a trade-in toward the purchase of a Manufactured or Mobile Home are more than quoted by the Purchaser, the Purchaser hereby agrees to pay this excess on demand.

Sellers' Copy

Form 755 (9/20/12)

Published by AMI Publications, formerly Barry G. Willis/Barbara Publications.
Addendum to Manufactured Home Purchase Order

In this addendum, ________________________________ is referred to as the Buyer/Purchaser and Statewide Homes Inc. is referred to as Seller/Dealer.

1. By signing this addendum you are verifying that there are no other promises, choices, materials, accessories, furnishings, land improvements, or cash or credits other than what has been specified on the purchase order.

2. Escrow instructions signed, Early Release of Funds signed, and all funds due are to be deposited into escrow within 3 days of the off line date of your home. If funds are to be held in escrow after the delivery of the manufactured home they will be due and payable within 30 days. If the funds have not been paid to the Dealer after 30 days from delivery finance charges will be assessed as per interest rate reflected on the purchase order.

3. Purchasers may not move into the home prior to the close of escrow and before Dealer has been paid in full. Buyer is solely responsible and liable for adequate insurance coverage from the date the home is delivered to a specified location and buyer has accepted delivery. If Buyer refuses delivery and the trucks have hooked up the home the buyer will be liable for any and all expenses incurred by Dealer or Transport Company.

4. Purchaser assumes all responsibility for the proper preparation of the site, unless otherwise specified in the purchase order, to receive and locate the manufactured home by ___________ (date). If the property is not prepared properly to receive and locate the manufactured home, by the date specified, buyer agrees to pay transporters and/or dealer $________ per man hour for any delay in delivery to the specified site. If ingress roads from last paved, state, county, or city maintained roads are too narrow, steep or soft for towing vehicle to place the manufactured home at the specified location and at the discretion of the transporter and/or dealer it shall be at the responsibility and expense of the buyer to hire the necessary equipment and manpower to place the manufactured home on the purchasers chosen site.

Transporter and/or dealer shall not be liable in any way for physical damage incurred to the interior or exterior the manufactured home or any personal property which exists on or above the area required as access once the manufactured home leaves a designated developed road, street, or highway.

Initials: ____ ____
5. If contracted, Statewide Homes will only be responsible for the delivery of the manufactured home to a location specified by the Buyer and agreed upon by both Buyer and Dealer. Delivery is when any part of the home reaches the property line of the specified park destination or any part of the location agreed upon, unless otherwise specified in the purchase order, and Buyer has signed the delivery acceptance form.

6. The hitch, tires and wheels will be left on site unless otherwise contracted for removal by the buyer. All permits, permit fees, school fees, mitigation fees, set up, close up, installation, utilities, hook up of utilities, and anything else that may be required to obtain a certificate of occupancy is the responsibility of the buyer unless otherwise specified in the purchase order.

7. Sheetrock is fragile and it is not unusual to develop small settling cracks in any type of new construction. Although easy to repair, it is NOT covered by the manufacturer's warranty or by the Dealer.

8. All parties understand that the dealer shall retain title to the manufactured home until payment in full of the entire purchase price, as well as any finance charges, has been released to dealer. Retention of such title shall in no way relieve the buyer from any obligation under the terms of this agreement nor shall it require the seller/dealer to incur any additional liability or obligation concerning this agreement for sale of the manufactured home.

9. In the event of default by purchaser upon any of the terms of this agreement and without notice to buyer, dealer may declare the entire unpaid balance of this agreement immediately due and payable. Dealer shall be entitled to all relief granted dealer by law and choice of one remedy by dealer shall not be deemed a waiver by dealer of any other right or remedy which it has, but all of its remedies shall be cumulative and, shall include in addition to and other rights or remedies to which dealer is entitled under law the following (I) to immediately take possession of the manufactured home (II) to sell the same in accordance with California law applying the proceeds of said sale as required by California law.

10. Should the security represented by the manufactured home, in fact, be impaired, dealer may obtain from Buyer the entire unpaid balance owing from Buyer to Dealer on the purchase order.

11. Should there be substantial damage to the manufactured home upon repossession, Buyer will be obligated for the difference between the amount owed to dealer and amount obtained from any repossession sale, or for any out of pocket expenses by Dealer.

Initials: ___ ___
12. The manufactured home shall remain personal property and will not be placed on a permanent foundation system, become affixed to or become any part of any real property without the express written consent of the Dealer, and until payment in full as set forth in the purchase order has been received by the Dealer. Failure to comply with this paragraph shall constitute a breach of this agreement giving rise to all the remedies made available to the Dealer as herein above set forth.

13. In the event of delay in delivery of the manufactured home due to fire, strikes, weather, acts of God or any other delay not occasioned by an action of Dealer, such delay shall not result in either buyer being able to avoid completion of his/her contract or buyer being able to obtain damages against Dealer.

14. Buyer understands that the taxation of the manufactured home may be in lieu of local property taxation.

15. No accessories (air conditioner, cooler, steps, porches, skirting, decks, awnings, light bulbs etc.) are included. All change orders to the original purchase order will be in writing, and signed by both Buyer and Dealer representative.

16. Acceptance of partial or late payments called for here in does not waive, on dealer's part, the right to receive all other payments on time and in full. No changes in any of the terms of this agreement will be valid unless made in writing and signed by both parties.

17. In the event a court of competent jurisdiction declares one or more of the provisions of this agreement to be invalid, the remaining terms of this agreement shall continue to be in full force and effect.

18. This agreement shall be binding upon and shall ensure to the benefit of the parties hereto, their heirs, assigns and successors in interest. The parties, however, agree that the buyer may not designate a new buyer at any time during the contract without the express written consent of the Dealer.

19. Buyer is responsible for converting all of the gas appliances to propane if applicable. If this is not completed it will render all warranties on the gas appliances null and void. Failure to convert gas appliances to accept propane can cause an explosion and buyer will be entirely responsible for any and all damages caused by the failure to convert gas appliances when applicable. Contact any of the propane providers to complete the conversion (they may charge a fee for this service).

20. Buyer is responsible for reviewing the final order for the manufactured home, and initializing each page of the order to make sure it includes all options and changes the buyer is requesting in the final home. The orders are manually entered and items may be accidentally omitted from the initial handwritten order. Please review the order very carefully; once the order has been initialed and signed by the Buyer and sales consultant it becomes difficult to change. Statewide Homes will not be responsible for options that are not included in the home if missed by buyer during the review and initializing of the order.

Initials: ___  ___
21. If Buyer hires someone to put in hardwood floors, they are responsible for installing, caulking and painting base boards.

22. If Buyer has modified a floor plan, room dimensions may be slightly different when production prints are engineered and created.

23. If Buyer orders a home with no eaves or less than 10”, then Buyer needs to install gutters immediately or Buyer could have water intrusion.

24. Buyer is responsible for recording the 433A with their Building Department.

25. Keys to your home are not released until close of escrow.

26. Once your contract is completed and you have received final escrow papers, you have 72 hours to sign and return them to Statewide Homes. After 72 hours there will be a $50 per day penalty. You cannot delay the close of escrow because of uncompleted factory warranty work.

By signing below, I acknowledge that I have read and fully understand this agreement and all of the provisions contained herein, and I have received a copy of the "Addendum to the Manufactured Home Purchase Order."

__________________________________________   ________________________________________
Buyer                                                                                      Buyer

__________________________________________   ________________________________
Statewide Homes                                                                             Date

562 Whiting Street, Grass Valley, CA 95945       Phone: (530) 273-1133 or 1-888-248-1133
Fax: 530-273-4855       www.statewidehomesca.com
<table>
<thead>
<tr>
<th>Contractor</th>
<th>Address</th>
<th>Phone Number / Email</th>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>GS Home Construction Inc.</td>
<td>P.O. Box 265</td>
<td>530-308-0817</td>
<td>Northern California areas</td>
</tr>
<tr>
<td>(Gordon Shafer)</td>
<td>Colfax, CA 95713</td>
<td><a href="mailto:gshomecon@yahoo.com">gshomecon@yahoo.com</a></td>
<td></td>
</tr>
<tr>
<td>Atlas Mobile Home Service</td>
<td>8507 Mariposa Ave.</td>
<td>916-289-0381</td>
<td>Folsom, Grass Valley, Auburn</td>
</tr>
<tr>
<td>(Tom Smith)</td>
<td>Citrus Heights, CA 95610</td>
<td>No email</td>
<td></td>
</tr>
<tr>
<td>Rinehart &amp; England Enterprises Inc.</td>
<td>6366 Lincoln Blvd.</td>
<td>530-533-9117</td>
<td>Butte County and surrounding areas</td>
</tr>
<tr>
<td>dba Tom's Mobile Specialties</td>
<td>Oroville, CA 95966</td>
<td><a href="mailto:tomsmobilemotor@yahoo.com">tomsmobilemotor@yahoo.com</a></td>
<td></td>
</tr>
<tr>
<td>(Penny England)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Underwood's Complete MH Service</td>
<td>378 S. Township Rd.</td>
<td>530-674-1410</td>
<td>Yuba City, Folsom, Auburn</td>
</tr>
<tr>
<td>(B.J. Underwood)</td>
<td>Yuba City, CA 95993</td>
<td>No email</td>
<td></td>
</tr>
<tr>
<td>Precision Home Placement</td>
<td>6937 Sacramento Drive</td>
<td>530-227-2268</td>
<td>Redding, Anderson, CA</td>
</tr>
<tr>
<td>(Kevin Mitchell)</td>
<td>Redding, CA 96001</td>
<td><a href="mailto:kmitchellphp@att.net">kmitchellphp@att.net</a></td>
<td></td>
</tr>
<tr>
<td>David E. Gangwish Construction</td>
<td>9235 Leona Ave.</td>
<td>661-317-8902</td>
<td>Acton, So. CA select areas</td>
</tr>
<tr>
<td>(Dave Gangwish)</td>
<td>Leona Valley, CA 93551</td>
<td><a href="mailto:dearl2@earthlink.net">dearl2@earthlink.net</a></td>
<td></td>
</tr>
<tr>
<td>Company</td>
<td>Address</td>
<td>Phone</td>
<td>Email</td>
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</tr>
<tr>
<td>Attwood Construction</td>
<td>44701 Gordon Lane, Mendocino, CA 95460</td>
<td>707-272-5517</td>
<td></td>
</tr>
<tr>
<td>(Bob Attwood)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Set Right Mobile Home Services</td>
<td>40701 Rancho Vista Blvd., #249, Palmdale, CA 93551</td>
<td>661-916-5863</td>
<td><a href="mailto:sdaisy10@yahoo.com">sdaisy10@yahoo.com</a></td>
</tr>
<tr>
<td>(Will &amp; Daisy Segovia)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Norman's MH Transport</td>
<td>P.O. Box 496, Aguanga, CA 92536</td>
<td>909-262-8847</td>
<td><a href="mailto:normansmht@yahoo.com">normansmht@yahoo.com</a></td>
</tr>
<tr>
<td>(Mike Boyd)</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Horizon One Construction</td>
<td>6250 Parallel Road, Anderson, CA 96007</td>
<td>530-941-7820</td>
<td><a href="mailto:dvchorizon@yahoo.com">dvchorizon@yahoo.com</a></td>
</tr>
<tr>
<td>(Dave Cate)</td>
<td></td>
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<tr>
<td>Ray Cornelison's MH Services</td>
<td>5461 East Swift Ave., Fresno, CA 93727</td>
<td>559-647-5763</td>
<td><a href="mailto:raycelest@att.net">raycelest@att.net</a></td>
</tr>
<tr>
<td>(Ray and Celest Cornelison)</td>
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<td></td>
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</tr>
<tr>
<td>Basin Mobile Home Service</td>
<td>2885 Wiard Street, Klamath Falls, OR 97603</td>
<td>541-891-3260</td>
<td><a href="mailto:s10son54@hotmail.com">s10son54@hotmail.com</a></td>
</tr>
<tr>
<td>(Lynn Estenson)</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>K Jones Mfg Housing Inc.</td>
<td>P.O. Box 2640, Paso Robles, CA 93447</td>
<td>805-610-6084</td>
<td><a href="mailto:kjonesmanufhousi@aol.com">kjonesmanufhousi@aol.com</a></td>
</tr>
<tr>
<td>(Kim and Mark Jones)</td>
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</table>
I certify that I have received a copy of the list of possible contractors to complete the construction process of my manufactured home. Statewide Homes, nor its representatives, has not mandated the use of any one contractor.

If I/We choose a different contractor, they have to be licensed in the state where the home is to be placed, licensed for Manufactured Home set up and approved with the manufacturer.

_________________________________________  ____________________________
Buyer                                         Buyer
## Contractor Checklist

<table>
<thead>
<tr>
<th>Responsibility:</th>
<th>Work to be completed / Needing to be completed</th>
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<tbody>
<tr>
<td>Contractor. Buyer</td>
<td>Retailer. Site Plan</td>
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<tr>
<td>Contractor. Buyer</td>
<td>Retailer. Grading Plan</td>
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<tr>
<td>Contractor. Buyer</td>
<td>Retailer. Perc and Mantle</td>
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<tr>
<td>Contractor. Buyer</td>
<td>Retailer. Septic Design</td>
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<tr>
<td>Contractor. Buyer</td>
<td>Retailer. Permits Application</td>
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<tr>
<td>Contractor. Buyer</td>
<td>Retailer. Demolition</td>
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<tr>
<td>Contractor. Buyer</td>
<td>Retailer. Tree Removal</td>
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<tr>
<td>Contractor. Buyer</td>
<td>Retailer. Site Prep (Removal brush, surface rocks, etc) for placement of home.</td>
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<tr>
<td>Contractor. Buyer</td>
<td>Retailer. Rough Grading and House Pad</td>
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<tr>
<td>Contractor. Buyer</td>
<td>Retailer. Finish grading</td>
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<tr>
<td>Contractor. Buyer</td>
<td>Retailer. Driveway Approach</td>
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<td>Contractor. Buyer</td>
<td>Retailer. Driveway / Culverts</td>
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<tr>
<td>Contractor. Buyer</td>
<td>Retailer. Foundation</td>
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<td>Contractor. Buyer</td>
<td>Retailer. Foundation Plans Generic ok Custom</td>
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<td>Contractor. Buyer</td>
<td>Retailer. Skirting</td>
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<td>Contractor. Buyer</td>
<td>Retailer. Belly Band</td>
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<td>Contractor. Buyer</td>
<td>Retailer. Delivery</td>
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<td>Contractor. Buyer</td>
<td>Retailer. Special equipment needed for delivery</td>
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<tr>
<td>Contractor. Buyer</td>
<td>Retailer. Set-Up (Includes Peirs and pads)</td>
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<tr>
<td>Contractor. Buyer</td>
<td>Retailer. Lap siding installed</td>
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<tr>
<td>Contractor. Buyer</td>
<td>Retailer. Close-Up (Drywall, Trim, and Door Adjustment)</td>
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<tr>
<td>Contractor. Buyer</td>
<td>Retailer. Caulking Kitchen and Baths</td>
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<tr>
<td>Contractor. Buyer</td>
<td>Retailer. Ceiling Fan Installation</td>
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<td>Contractor. Buyer</td>
<td>Retailer. Carpet Installation</td>
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<td>Contractor. Buyer</td>
<td>Retailer. Wood Floor Installation</td>
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<tr>
<td>Contractor. Buyer</td>
<td>Retailer.</td>
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</table>

**HOME FEATURES:**

Verify Hitch End 

Walk-a-bay  Yes No

Corner Bay  Yes No
Extra Paint

Yes  No  _____ Gallons Base  _____ Gallons Trim

Lap Siding

Yes  No

Hinged Roof

Yes  No

Porch as part of home

Yes  No

4" Walls  Std.  6" Walls  Std.  Opt.

Foundation size  _____ X  _____  _____ off set

Mirror Image  Buyers Request  Needed for Delivery

End To End Flip  Buyers Request  Needed for Delivery

Roof Load  _____ lbs per sq. ft.

Other to be installed: __________________________________________________

______________________________________________________________________

______________________________________________________________________

______________________________________________________________________

Special Needs: ________________________________________________________

______________________________________________________________________

______________________________________________________________________

______________________________________________________________________

_________  _________

Date  Date

________________________________  _______________________

Buyer  Buyer

________________________________

Contractor  Statewide Homes

______________________________

Home Site Address or APN #
POWER OF ATTORNEY

SECTION I. DESCRIPTION OF UNIT

This unit is a:
☐ Manufactured Home/Mobilehome ☐ Commercial Modular ☐ Floating Home ☐ Truck Camper

The Decal (License) No.(s) of the unit is: __________________________________________

The Trade Name of the unit is: _____________________________________________________

The Serial No(s) of the unit is: ____________________________________________________

SECTION II. APPOINTMENT OF ATTORNEY-IN-FACT

To the Department of Housing and Community Development, and to whom it may concern:
(PRINT FULL NAME)

I, ________________________________________

Last   First   Middle

I, ________________________________________

Last   First   Middle

I, ________________________________________

Last   First   Middle

the undersigned do hereby duly appoint the following named person: ________________________________

to act as my attorney-in-fact, only to sign papers and documents that may be necessary in order
to secure California registration of or to transfer my interest in the above described unit.

SECTION III. ASSIGNOR'S CERTIFICATION

I/We agree to guarantee and save harmless the State of California and the Director of
Housing and Community Development from all responsibility which might accrue from the
issuance of California registration or transfer of such unit.

NOTE: An attorney-in-fact cannot make an affidavit or certificate of the truth of facts
unknown to him.

Signature __________________________________________ Date ______________

Signature __________________________________________ Date ______________

Signature __________________________________________ Date ______________

HCD 475-4 (Rev. 11/14)
Retailer Disclosure Statement
Federal Manufactured Home Installation Program 24CFR Part 3286

To ensure a clear understanding of installation requirements and recommendations, the following disclosures are being presented to you prior to the execution of a sales contract to purchase or agreement to lease a new manufactured home. This disclosure is presented to you as required by the Federal Manufactured Home Installation Program, Title 24 Code of Federal Regulations, Part 3286:

1. The installation of a manufactured home must comply with all state requirements for the installation of the home.

2. The State of California administers its own qualifying installation program. If your manufactured home is installed in a state that does not administer its own qualifying installation program, your manufactured home will be required to comply with Federal requirements, including installation in accordance with Federal Installation Standards set forth in 24CFR Part 3285 and certification by a licensed installer of installation work, regardless of whether the work is performed by the owner or anyone else. Certification includes inspection by an appropriate person.

3. The installation of a manufactured home may be required to comply with additional state and local requirements for its installation depending upon its locale, location on private property or installation within a mobilehome park.

4. Additional information about the requirements disclosed in Parts 1 through 4 of this disclosure is available from the retailer and, in the case of the federal requirements, is available in Part 3286 of Title 24 of the Code of Federal Regulations and from the U.S. Department of Housing and Urban Development.

5. Compliance with any additional federal, state and local requirements, including a requirement for inspection of the installation of the home, may involve additional costs to the purchaser or lessee; and

6. Any manufactured home that is reinstalled after its original installation should be professionally inspected after the installation is completed in order to assure that it has not been damaged in transit and is properly installed. The State of California administers its own installation program for re installations of manufactured homes.

Installation Disclosure
Received by

Print

Sign

Date
Retailer Dispute Resolution

The U.S. Department of Housing and Urban Development (HUD) Manufactured Home Dispute Resolution Program is available to resolve disputes among manufacturers, retailers or installers concerning defects in manufactured homes. Many states also have consumer assistance or a dispute resolution program. For additional information about these programs, see sections titled “Dispute Resolution Process” and Additional Information - HUD Manufactured Home Dispute Resolution Program” in the Consumer Manual required to be provided to the purchaser. These programs are not warranty programs and do not replace the manufacturer’s, or any other person’s warranty program. California Civil Code, Title 1.7, Chapter 3 (commencing with section 1797) provides that all manufactured homes sold to a purchaser be covered by a one-year warranty against substantial defects in materials and workmanship, and that the manufacturer and the contractor or dealer shall be jointly and severally liable to the buyer for corrective action in instances of substantial defects in materials or workmanship. Health and Safety Code sections 18060.5(d) and 18151 provide authorization for the California Department of Housing and Community Development to investigate and issue orders for resolution of unresolved warranty complaints between manufactured home manufacturers and dealers, and the buyer.

Current procedures available to California consumers include the ability to submit written complaints to the Office of the Mobilehome Ombudsman should any substantial defects reported to the licensed dealer and/or manufacturer not be corrected within the one-year warranty period provided by state law.

The Office of the Mobilehome Ombudsman may be reached as follows:
1. By mail: Complaint forms are available on the website at: http://www.bcd.ca.gov/codes/o/mobile-omnibus.html and mail to: PO Box 31, Sacramento, CA 95812-0031.
2. By e-mail: Ombudsman@bcd.ca.gov
3. By Telephone: (800) 952-5275 or (916) 323-9801

The California State Administrative Agency (CA-SAA) may be reached as follows to report manufactured home construction defects:
1. By mail: PO Box 31, Sacramento, CA 95812-0031
2. By telephone: (916) 445-3338

Persons reporting manufactured home construction defects to the CA-SAA must provide manufacturer’s name and address location, the serial number or the HUD label number of manufactured home, and a brief description of the construction defect(s).

By signing below, I acknowledge that I have received a true and original copy of this document.

[Signatures]

Sign Date Sign Date
PRE-FABRICATED & FABRICATED STONE COUNTERTOP DISCLOSURE FORM

Due to the unique characteristics of natural stone, and the subsequent installation thereof, it is very important to thoroughly review the following disclosure items as it relates to the purchase of natural stone countertops for your home. Please carefully review each section and indicate your acknowledgement and approval to proceed with your initials in each section as well as a signature at the bottom of this page.

Initials: Redman Homes purchases and installs all “standard” natural stone countertop selections. Redman Homes subcontracts the purchase and installation of all “custom” natural stone countertop products with Visalia Tile located in Visalia California.

Initials: Redman Homes and Visalia Tile do not recommend the selection of Marble or Travertine stones for Kitchen Countertops. Due to the highly porous and relative soft nature of Marble and Travertine stones, these choices for Kitchen Countertops are easily subject to visible staining, chipping and color variations as a result of normal kitchen use, normal wear and tear, normal cleaning and maintenance. Visible staining, chipping, and color variations due to normal kitchen use, cooking, cleaning and maintenance are not covered under any warranty offered by Redman Homes or Visalia Tile for Marble or Travertine natural stone selections installed in kitchen areas. Granite or Quartz natural stones are the recommended choice for Kitchen countertops.

Initials: All Granite, Quartz, Marble and Travertine stone selections are a natural product quarried from the earth and as such, will exhibit variations in color, shade, veining, consistency, markings, patterns and will contain natural chips, pits, fissures, voids and variations in textures which may or may not be filled by the factory. These items are very natural and normal to any stone selection and are not covered under any warranty offered by Redman Homes or Visalia Tile.

Initials: The installation of any natural stone selection requires the use of cuts and seams. All natural stone products are received in varying lengths from the stone quarry and must be cut on-site to size and specification for each home. These pieces must be seamed together in but joinery fashion. As a result there may be color, shade and pattern variations from one piece to the adjoining seamed piece. Due to the variation and complexity of how natural stone products are cut and received from the quarry, it is impossible to provide any advance notice or indication of seam placement. Important Note: Seams will always be visible to the eye and noticeable to the touch and are not covered under any warranty offered by Redman Homes or Visalia Tile.

Customer Signature(s):

Print Name(s):

Date:
Order Confirmation and Authorization

Date: _____________________

I / We, __________________________________________________________ have been working with Statewide Homes Inc. to purchase a Redman-Champion ___________________ (model) manufactured home.

I have reviewed the order # __________________ dated __________________ and it is complete with all options we have chosen exactly as we have requested. There are no verbal agreements and everything has been put in writing in the Purchase Order (contract) or the Order Confirmation.

I / We hereby give Statewide Homes Inc. my permission to give the final order to Champion-Redman Homes with the okay to build. I am aware at this point my deposit cannot be refunded and the entire purchase price is due and payable because the home will be built and charged for by Champion-Redman Homes. This statement applies to my heirs and/or successors.

I have read and understand the above statement in its entirety.

_________________________________________  _______________
Buyer  Buyer

_________________________________________  _______________
Date  Date

562 Whiting Street, Grass Valley, CA 95945  Phone: 530-273-1133 or 888-248-1133
Fax: 530-273-4855  www.statewidehomesca.com
Warranty Basics

Date: ______________________

I/We have received a copy of the attached 11 pages of the Redman-Champion Homes 7-Year Limited Warranty book. I/We will read through these 11 pages as soon as possible.

I/We acknowledge that these pages include important warranty facts and information. They include information on my responsibilities as the purchaser of a new Champion-Redman manufactured home.

I understand that if I contract with the set-up contractor, it is no longer Statewide Homes Inc.'s responsibility to install or arrange for proper installation as stated in the Champion-Redman Homeowner's Limited Warranty book.

_________________________________  _________________________________________
Buyer Signature  Buyer Signature

_________________________________  _________________________________________
Buyer Printed Name  Buyer Printed Name
SECTION A: YEAR ONE COVERAGE - 50 DEDUCTIBLE

Redman Homes
840 Palm St, Lindsay, CA 93247
(559) 562-4951

7 YEAR LIMITED WARRANTY*

SECTION A: YEAR ONE COVERAGE - 50 SERVICE FEE

THIS SECTION A PERTAINS TO A ONE-YEAR LIMITED WARRANTY COVERAGE PROVIDED TO THE RETAIL HOMEOWNER DURING THE FIRST YEAR OF OWNERSHIP FROM THE HOME MANUFACTURER. THIS NEW HOME LIMITED WARRANTY APPLIES TO MANUFACTURED, MODULAR OR OTHER FACTORY-BUILT HOMES BUILT EXCLUSIVELY BY CHAMPION HOME BUILDERS, INC.. IF YOU NEED SERVICE FOR COVERED ITEMS DURING THE FIRST YEAR OF HOME OWNERSHIP, PLEASE PUT YOUR REQUEST IN WRITING TO THE ADDRESS ABOVE.

SECTION A.1: ONE (1) YEAR LIMITED WARRANTY:

MANUFACTURER'S LIMITED WARRANTY & ARBITRATION AGREEMENT

The Manufacturer warrants to you, the Homeowner, for a period of one year, that the new manufactured home purchased by you was manufactured free from substantial defects in materials and/or workmanship. The term “substantial defects in materials and/or workmanship” means any factory-introduced failure of the structural, mechanical, electrical, plumbing, or weather-resistance system of the home to meet the performance or specification requirements of the applicable building standards as specified on the house certification label, but excluding minor problems not caused by the manufacturing process. The warranty only applies if the home is purchased from an authorized retailer, which does not include retailers or persons that acquire the home from sources other than directly from the manufacturer.

This warranty begins on the date on which the retailer installs the home at its original installation site and continues for one year from that date. If the home is not moved from its original installation site, nor used for commercial purposes, then this constitutes the one-year “Warranty Period.” The warranty only applies to substantial defects that become evident within the Warranty Period and where written notice is provided to the Manufacturer not later than 10 days following the expiration of the Warranty Period. The only remedy for substantial defects offered under this warranty is repair or replacement of affected parts after inspection by the Manufacturer or its authorized representative. If the identical part or component is not available, the Manufacturer will provide a similar part or component of equal or greater value. All parts or components repaired or replaced under the warranty are the exclusive property of the

*Consists of one-year limited warranty from home manufacturer to original homeowner and a separate six year warranty (starting on page 5) for years 2 through 7, which is provided by independent third-party administrator; deductible will apply to extended warranty; see terms and conditions for details.
Manufacturer. The Manufacturer will make the final decision whether to repair or replace any part or component or system.

The Manufacturer reserves the right to make changes or improvements at any time in the design or manufacture of its manufactured home or any component thereof without incurring any obligation to others.

**THIS WARRANTY DOES NOT COVER:**

- Problems not caused by defects in workmanship, materials and/or the design of your home;
- problems resulting from failure to comply with instruction in this Guide, including instructions for obtaining warranty service, or instruction in the Installation Manual;
- the home if it is used for anything other than private residential occupancy;
- appliances and accessories installed in the manufactured home, which may be separately warranted by the appliance or accessory manufacturer;
- alterations or modifications provided by retailers, you or other third parties, including appliances, accessories or options such as air conditioning installation and service, skirting and other similar items;
- problems resulting from transportation, improper or inadequate set-up leveling or re-leveling;
- problems resulting from an inadequate foundation, settling, shifting soil, frost upheaval, drainage or problems that relate to daily changes in temperature and humidity (i.e., the appearance of minor cracks in walls or ceiling texture, wavy exterior siding, minor gaps in trim or trim pulling away from wall or ceiling, or doors or windows becoming out of adjustment – such items are generally the result of normal settling of a home or seasonal changes and not an indication of any type of warranted item and therefore, considered normal maintenance items);
- problems resulting from damage by you or others, including but not limited to, abuse, misuse, unauthorized repairs, negligence or accidental damage, or from theft, vandalism, natural disasters or Acts of God;
- deterioration or damage from high relative humidity, condensation, ground moisture, the use of moisture producing appliances (e.g., kerosene heaters, humidifiers, etc.) or extended moisture exposure caused by plants, building attachments or accessories, or unmitigated leaks; or the failure to maintain adequate ventilation in and/or underneath the home; or the failure to properly vent the dryer exhaust away from the home; or the failure to provide an adequate vapor barrier, or the failure to provide adequate drainage away from the home;
- deterioration or damage caused by unauthorized repairs or alteration of the home or any component parts or the imposition of loads for which the home was not designed to support or resist, including damage as the result of attaching additions, decks, porches, carports, etc. to the home.
- deterioration from exposure to insects or decay;
- normal wear and tear, which includes, but is not limited to, visible scratches, tears, cuts and dents, and other similar damage to the roof, exterior siding, bottom board, floor coverings, wall coverings, countertops, ceiling, cabinets, trim, doors, windows, screens and other components occurring during or after delivery and installation;
- water distribution leaks on systems that have water pressure supplies in excess of 80 psi;
- improper or inadequate connection of utility systems to the utility supply services or between sections of multi-sectional units;
- roof leaks caused by ice or debris build-up, ice or debris dams, or water standing on the roof;
• damage caused by improper electrical service grounding or connections;
• bedding, blinds, draperies, furniture, wheels, tires, axles or brakes;
• any undertaking, representation or warranty made by a retailer or other person beyond those expressly set forth in this warranty;
• loss or damage that the owner has not taken timely action to minimize or damage caused by improper preventive maintenance as specified in this Guide (e.g., caulking of roof vents, windows, doors, sinks, tubs, shingles, fasteners, or failure to clean gutters, etc.);
• payments by Homeowner to third parties for work performed on the home unless such work is approved by Manufacturer in advance pursuant to the procedures set forth herein; and
• INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO YOUR LOSS OF TIME OR INCONVENIENCE, LOSS OF REVENUE, COMMERCIAL LOSS, BEING DISPLACED OR UNABLE TO USE YOUR HOME, MENTAL DISTRESS, TRAVEL, LODGING, OR TELEPHONE CALLS. NEITHER THE MANUFACTURER NOR OTHERS ASSUME ANY RESPONSIBILITY UNDER ANY CIRCUMSTANCES FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ANY SUCH CLAIMED DAMAGES ARE HEREBY DISCLAIMED.

DISCLAIMER OF WARRANTIES: THIS WARRANTY IS GIVEN EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES SET FORTH IN THIS WARRANTY ARE THE SOLE REMEDIES PROVIDED BY THE MANUFACTURER. ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT IMPLIED BY LAW, ARE LIMITED IN DURATION TO ONE YEAR AND OTHERWISE DISCLAIMED. Some states do not allow limitations on how long an implied warranty lasts, and some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusions or limitations may not apply to you.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE.

If any part, subpart, clause or sentence of this warranty is determined to be in conflict with any applicable law, rule or regulations, this limited warranty and all other provisions shall be effective to the extent required thereby.

Manufacturer reserves the right to make changes at any time in prices, colors, materials, equipment, specifications and models and also to discontinue models without notice and/or obligations.

- NOTICE -

TAPE & TEXTURE DRYWALL FINISH IS NOT WARRANTED

BY THE MANUFACTURER

The Manufacturer does not warrant that tape texture finishes of drywall walls or ceilings will be free from cracks, The manufacturer will not make or pay for repairs to drywall or ceiling cracks, or drywall or ceiling finishing including multi-section close-ups. We strongly recommend that all homes with tape and texture finishes have additional perimeter blocking, as described in the Installation Manual. The additional blocking may reduce the opportunity for minor movement and settlement, which can affect tape and textured drywall finish.

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DAMAGED ITEMS and NORMAL WEAR AND TEAR

Damaged items and normal wear and tear are not covered under our limited manufactured home warranty. However, we will repair the minor problems or damage described below provided they are present when the home is delivered from the factory and provided they are listed on a written document. We must receive written notice within 30 days of your home’s installation date at its original site.

The following are examples of damage or normal wear and tear:

- Loose molding, trim or counter edging; wavy exterior siding.
- Cracks, dents, bows, chips, or scratches in wood, counter top laminate, linoleum, tile, drywall or other interior or exterior finish materials.
- Loose, torn, stained, stretched, or matted (worn from foot traffic) carpet
- Scratches, chips, discoloration or other visual imperfections of fixtures, appliances, and other hardware.
- Torn, damaged, or stained screens, curtains, or shower and bath enclosures.
- Dried, cracked, or missing caulk.
- Alignment or adjustment of drawers, cabinet doors, and fixture covers.
- "Roof rumble" or other noises associated with homes equipped with a metal roof.
- Failures caused by lack of maintenance.
- Personal cosmetic preferences that differ from the construction standards of your home.

APPLIANCE AND OTHER PRODUCERS' WARRANTIES

Warranties issued by other producers of appliances, accessories, heating and air conditioning equipment, and other items installed in the manufactured home, remain in effect. These other producers or their local service agents should be contacted first for warranty repairs and for routine service and maintenance. The appliance warranties are usually shipped with the appliances. Such appliances are not covered by this warranty.

If you have problems obtaining warranty service on any factory-installed appliance, contact the service department of the Manufacturing Plant that built your home. They will assist you in obtaining warranty service from the appliance or accessory manufacturer.

ARBITRATION AGREEMENT: It is agreed that any controversy, claim or dispute between or among the Manufacturer, homeowner, independent dealer, finance company or any other person or entity arising from or relating to the Manufactured Home, its sales, transportation, setup, repair, installation, use, design, manufacture, financing, insurance, any other condition, the manufacturer's limited warranty, any contract or any alleged promise, representation, agreement or instrument relating to or delivered in connection with the Manufactured Home, or any alleged breach thereof, and any claim based on or arising from all alleged tort or claim of any kind whatsoever, including any claim relating to the validity of this arbitration provision [collectively “Claim(s)"], and if the Claim(s) cannot be resolved through direct discussions or negotiations, - and unless the parties otherwise agree on a different mediation or arbitration process – then the Claim(s) first shall be mediated as administered by the American Arbitration Association (“AAA”) under its applicable mediation Rules before resorting to binding arbitration. Thereafter, any unresolved
Claim(s) shall be settled by binding arbitration administered by the AAA in accordance with its applicable Rules for Claim(s), and any judgment on the award rendered by the arbitrator(s) may be entered in any Court having jurisdiction thereof. The parties reserve their rights to resolve the Claim(s) in an applicable small claims court for disputes or Claim(s) within the scope of the small claims court’s jurisdiction. The assessment of all fees and expenses of the mediation or arbitration shall be governed by the applicable rules of the AAA, unless otherwise agreed by the parties. Moreover, each party shall bear the expense of its own counsel, experts, witnesses and other costs, including preparation and presentation of proofs, subject to re-apportionment based on applicable laws of the jurisdiction in which the Claim(s) is heard. All mediation or arbitration proceedings shall be conducted in the jurisdiction of the original retail sale of the home or at any other place selected by agreement of all parties.

IT IS AGREED AND UNDERSTOOD THAT THE PARTIES ARE KNOWINGLY GIVING UP AND WAIVING CERTAIN RIGHTS TO LITIGATE DISPUTES IN COURT, INCLUDING WAIVING OF A TRIAL BY JURY. This arbitration provision is part of the manufacturer’s limited warranty for the Manufactured Home and shall be binding on and inure to the benefit of the parties’ respective heirs and assigns.

A copy of the applicable Rules of the AAA is available upon request by contacting the American Arbitration Association at the following address: 2200 Century Parkway, Suite 300, Atlanta, Georgia 30345-3203 or (800) 778-7879, or www.adr.org.

**COVERAGE SECTION B: YEARS 2 THROUGH 7 - $50 DEDUCTIBLE**

THIS SECTION PERTAINS TO COVERAGE PROVIDED TO THE HOMEOWNER DURING YEARS TWO THROUGH SEVEN OF HOME OWNERSHIP. IF YOU NEED SERVICE FOR COVERED ITEMS DURING YEARS TWO THROUGH SEVEN, PLEASE CALL 877-434-3657.

**DEFINITIONS**

In this **Limited Warranty**, "You", "Your", and "Yours" refers to the person(s) who own(s) the home at the location shown in the Declarations Page. "We", "Us", and "Our" refers to the Home Manufacturer or Builder.

In this **Limited Warranty**, "Administrator" refers to CornerStone United, Inc.

In addition, certain words and phrases are defined as follows:

**Anniversary Date** means the calendar month and day that corresponds to the Sale Date of Home for all subsequent calendar years during the term of this **Limited Warranty**.

**Consequential Damages** means any damage to an item, other than a **Covered Component**, which results from a **Mechanical Breakdown** of a **Covered Component**.

**Covered Component** means the specific item originally supplied by the manufacturer and/or in the original retail sales agreement between **You** and the dealer, seller or builder of the home listed on the Declarations Page of this **Limited Warranty**. The **Covered Component** must be owned by **You** and must be located in or on the **Residence**.

**Incidental Damages** means expenses or other losses that occur as a result of a **Mechanical Breakdown**. Incidental Damages include but are not limited to: loss of use of **Your Residence**; loss of time, profit, inconvenience, wages, or any other personal or commercial loss; punitive or exemplary damages; and attorneys’ fees.
Limited Warranty means Your warranty registration, declarations, these terms and conditions, and any amendatory endorsements.

Mechanical Breakdown or Breakdown means the operational failure of a Covered Component to the degree that:

i. the item has stopped working completely; or
ii. the item no longer meets manufacturer's/industry requirements or specifications for its intended use; or
iii. continued use of the item is dangerous to the occupants; or
iv. the item works so unproductively that continued use is impossible or impractical.

Mold means any Mold, mycotoxin, fungi, organic pathogen, bacteria, virus or their spores, scent or byproducts of any type or nature, including wet or dry rot, mildew and others, that cause, threaten to cause, or are alleged to cause Mechanical Breakdown or damage to any Covered Component.

Pre-existing Condition means the Mechanical Breakdown of a Covered Component prior to the effective date of this Limited Warranty.

Remediation means to test for, monitor, clean up, treat, eliminate, prevent, detoxify, neutralize, contain, remove, dispose or in any way respond to or assess the effects of Mold.

Repair means to pay for the labor and parts to fix a Covered Component.

Replace or Replacement means to provide a Covered Component of like kind and quality, including installation.

Residence means the premises owned and occupied by You and described in the Declarations page. It is defined as the entire structure, any attached garage, and any area directly adjacent to the structure in which a heat pump or central air conditioner is located.

Term of Coverage means the length of this Limited Warranty. The Term of Coverage is listed on the Declarations Page. Term of Coverage begins on the Purchase Date of Home shown on the Declarations page. The expiration date for Limited Warranty is calculated by adding the Term of Coverage to the Purchase Date of Home as shown on the Declarations. This Limited Warranty is not renewable.

COVERED COMPONENTS

We will pay or reimburse You for reasonable costs necessary to Repair or Replace any Mechanical Breakdown of the Covered Components listed in the Schedule of Coverages, excluding those parts, components, maintenance services, and conditions listed under Exclusions, less any Deductible as shown on the Declarations Page, and in accordance with all the provisions of this Limited Warranty.

SCHEDULE OF COVERAGES

| COVERAGE SECTION B.1 – HOME STRUCTURE COVERAGE |

HOME STRUCTURE

COVERED COMPONENTS: Steel frame, Tie-down straps and anchors; Sub-floor structure; Doors; Windows; Sliding doors; Load bearing and non-load bearing framing members; Interior walls; Exterior siding; Roof structure; and Ceiling.

EXCLUSIONS: Exterior siding and interior walls, ceilings and the roof structure are covered only for defects in material or workmanship to the extent of performing the structural function for which they are intended. Peeling, chipping, discoloration, fading or other cosmetic loss or damage to the surface material of these items is not covered. Each exterior siding and interior wall, roof structure or ceiling panel is a separate covered item. If one or more panels are defective and
coverage applies, Our obligation is Repair or Replacement of only the defective item(s). Only one deductible will apply to any one loss involving more than one of the same kind of panel.

**ELECTRICAL SYSTEM**

**COVERED COMPONENTS:** All components and parts, including ceiling fans, except those listed under Exclusions.

**EXCLUSIONS:** Fixtures, other than ceiling fans; door bells; alarms; intercom or speaker systems; central vacuum systems; audio/video/computer wiring or cable; telephone wiring; inadequate wiring capacity; power failure or surge; garage door openers; direct current (D.C.) wiring and/or low voltage systems including wiring and relays; and circuit overload.

**PLUMBING SYSTEM**

**COVERED COMPONENTS:** Leaks and ruptures of water, drain, gas, waste or vent lines; toilet tanks, bowls and related mechanisms; toilet wax ring seals; valves for shower, tub and diverter, angle stops, risers and gate valves; built-in bathtub whirlpool motor and pump assemblies.

**EXCLUSIONS:** collapse or damage to water, drain, gas, waste or vent lines caused by freezing or roots; faucets and fixtures; bathtubs and showers; shower enclosures and case pans; sinks; toilet lids and seats; caulking or grouting; septic tanks; water softeners; pressure regulators; inadequate or excessive water pressure; flow restrictions in fresh water lines caused by rust, corrosion or chemical deposits; sewage ejector pumps; holding or storage tanks; saunas or steam rooms; hose bibs; and whirlpool jets.

**REFRIGERATOR**

**COVERED COMPONENTS:** All components and parts, except those listed under Exclusions.

**EXCLUSIONS:** Racks; shelves; drawers; ice makers, ice crushers, beverage/water dispensers and their respective equipment; interior thermal shells; food spoilage; freezers which are not an integral part of the refrigerator; and multi-media center.

**OVEN / RANGE / COOKTOP**

**COVERED COMPONENTS:** All components and parts, except those listed under Exclusions.

**EXCLUSIONS:** Clocks (unless they affect the function of the oven); meat probe assemblies; rotisseries; racks; handles; knobs.

**DISHWASHER**

**COVERED COMPONENTS:** All components and parts, except those listed under Exclusions.

**EXCLUSIONS:** Racks; baskets; rollers.

**BUILT-IN MICROWAVE OVEN**

**COVERED COMPONENTS:** All components and parts, except those listed under Exclusions.

**EXCLUSIONS:** Interior linings; door glass; shelves; portable or counter top microwave ovens; meat probe assemblies; rotisseries; and clocks.

**CENTRAL AIR CONDITIONING SYSTEM**

**COVERED COMPONENTS:** Ducted electric wall air conditioning systems. Water evaporative cooler systems. Costs related to FREON recapture. Ducted electric central air conditioning systems including: condenser; metering devices (i.e. thermal expansion valves); furnace transition; evaporator coils and drain lines; air handling Unit; air handling transition; secondary drain pan and lines; and refrigerant lines.

**EXCLUSIONS:** Gas air conditioning systems; condenser casings; registers and grills; filters' electronic air cleaners; window units; non-ducted wall units; water towers; humidifiers; roof jacks or stands; evaporative cooler pads; flues; vents; chillers and chiller components. Improperly sized air conditioning units. Systems with improperly matched condensing unit and evaporative coil per manufacturer's specifications. Improper use of metering devices (i.e. thermal expansion valves).

**HEATING SYSTEM OR BUILT-IN WALL HEATING UNIT**

**COVERED COMPONENTS:** Heating systems including: heat pump-metering devices (i.e. thermal expansion valves); furnace transition; evaporator coils and drain lines; air handling unit, air handling transition; secondary drain pan, and refrigerant lines.
EXCLUSIONS: All components and parts relating to geothermal, water source heat pumps including: outside or underground piping; components for geothermal and/or water source heat pumps, re-drilling of wells for geothermal and/or water source heat pumps; baseboard casings; fuel storage tanks; portable units; solar heating systems; fireplaces and key valves; filters; registers; grills; clocks; timers; heat lamps; humidifiers; flues and vents; improperly sized heating systems; chimneys; pellet stoves; cable heat (in ceiling); wood stoves (even if only source of heating); systems with improperly matched condensing unit and evaporative coil according to the manufacturer’s specifications; improper use of metering devices (i.e. thermal expansion valves).

WATER HEATER
COVERED COMPONENTS: All components and parts, except those listed under Exclusions.
EXCLUSIONS: Solar water heaters; solar components; ancillary holding or storage tanks; fuel storage tank and energy conservation unit; flues and vents; thermal expansion tanks; and instant hot water dispenser.

CLOTHES WASHER AND DRYER
COVERED COMPONENTS: All components and parts, except those listed under Exclusions.
EXCLUSIONS: Plastic mini-tubs; soap dispensers; filter screens; knobs and dials; drawers; venting; lint screens; dryer cabinet fragrance/humidity center; hangers; shelves, rods, hooks, and cabinet liner; racks; and drawers.

LIMITS OF LIABILITY

Our annual aggregate limit of liability for all claims under this Limited Warranty is limited to $10,000. Specific annual aggregate limits of liability for each Covered Component are as follows:

- Electrical System $1,000
- Plumbing System $1,000
- Central Air Conditioning System $2,000
- Heating System or Built-In Wall Heating Unit $2,000

Annual means the time between Anniversary Dates during the term of this Limited Warranty. The above limits refer to the annual aggregate cost for access, diagnosis, and Repair or Replacement of the Covered Component listed. Walls and/or flooring will be returned to a rough finish condition, and no Repair or Replacement shall include painting or refinishing of the accessed areas.

EXCLUSIONS

1. We do not cover the following. Such loss is excluded regardless of any other direct or indirect cause or event contributing concurrently or in any sequence to the loss.
2. Any Mechanical Breakdown that occurred prior to the effective date of this Limited Warranty.
3. Any Covered Component that has not experienced a Mechanical Breakdown.
4. Any Mechanical Breakdown of a non-covered part when the Breakdown is caused directly by a covered part. Breakdown of a covered part when the Breakdown is caused directly by a non-covered part.
5. Any item that has not received proper periodic maintenance as recommended by the manufacturer or builder, or has been subject to neglect or abuse.
6. Any Covered Component that has been Repaired, modified or altered from its original condition unless such was done or authorized by Us, the manufacturer, builder or by its authorized representative.
7. Any Mechanical Breakdown when the responsibility for the Repair or Replacement is covered by any warranty from the manufacturer; any valid and collectible insurance policy; or any Repairer’s guarantee or warranty.
8. Any Mechanical Breakdown if the manufacturer has announced its responsibility through any means, including public mandatory or voluntary recall and factory service bulletin.
9. Waste or soil stoppages or backups of the plumbing, central air conditioning or heating systems. Any damage from water that backs up through sewers, drains, overflows from a sump or from below the surface of the ground.
10. Portable heating or cooling units, window air conditioning units, portable appliances, or solar energy equipment. Antennae or satellite dishes. Hot tubs or spas.
11. Any mechanical **Breakdown** or damage which results from use of the home primarily for commercial, business or professional purposes.

12. Any **Mechanical Breakdown** or damage which results from aircraft, vehicles, war, riots, nuclear action, and civil commotion.

13. Any **Mechanical Breakdown** resulting from an outside force, including, but not limited to: accident; collision; fire or smoke; theft; vandalism; riot; explosion; lightning; earth movement, earthquake, or volcanic eruption; freezing or frost; condensation, rust or corrosion; windstorm; hail; water damage or flood; Acts of God; salt; environmental damage; pollution; introduction of foreign objects; contamination of fluids, fuels, coolants or lubricants.

14. Any paint, cosmetic damage or deterioration.

15. Any damage to or **Mechanical Breakdown** of a **Covered Component** resulting from improper transportation relocation, or installation, or caused by the "setup" of the home. "Setup" means the construction of the foundation system, whether temporary or permanent, and the placement, erection and leveling of a manufactured home or manufactured home components. This may include supporting, blocking, leveling, securing, anchoring and connection of such home or of multiple or expandable sections or components, and the installation of air conditioning and minor adjustments to the home or home components.

16. Any **Mechanical Breakdown** caused by insects, vermin, birds, bats, rodents, reptiles, or domestic animals.

17. Bodily injury liability, meaning bodily harm, sickness or disease, including required care, loss of services and death that results.

18. Property damage liability, meaning physical injury to, destruction of, or loss of use of tangible property.

19. Any incidental damage resulting from the **Mechanical Breakdown** of a covered or non-covered part(s).

20. Any **Consequential Damage** resulting from the **Mechanical Breakdown** of a covered or non-covered part(s).

21. Any failure or damage to a **Covered Component** which results from or is associated in any way with **Mold** or its Remediation.

22. Equipment in common areas when the covered **Residence** is a condominium, co-op apartment, or multi-family Residence.

23. Ordinance or Law, which means any ordinance or law:
   a. requiring or regulating the construction, demolition, remodeling, renovation or **Repair** of property, including removal of any resulting debris;
   b. the requirements of which result in a loss in value to property; or
   c. requiring any contract holder or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

   This exclusion applies whether or not a **Mechanical Breakdown** has occurred or is covered.

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**GENERAL PROVISIONS**

**SETTLEMENT METHODS**
The amount We pay for the **Repair** or **Replacement** of a **Covered Component** is limited, at Our option, to:

- **Our** cost to **Repair** the **Mechanical Breakdown**, less the deductible; or
- **Our** cost to **Replace** the defective item, including installation, less the deductible.

**Replacement** parts may be new, remanufactured or **Replacement** parts of like and quality that meet the manufacturer's specifications and are provided by non-original equipment manufacturers.

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**DEDUCTIBLE**

We will pay only that part of the total of all loss payable that exceeds the deductible amount shown in the Declarations. If a **Mechanical Breakdown** takes more than one service call to **Repair** or **Replace**, only one deductible will apply for that **Breakdown**. If more than one **Mechanical Breakdown** is **Repaired** or **Replaced** in the same **Covered Component** during the same service call, only one deductible will apply.

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**AUTOMATIC REINSTATEMENT**

Upon completion of the **Repair** or **Replacement** of a **Covered Component**, coverage for that item is automatically reinstated for the balance of the **Term of Coverage** and subject to the **Limits of Liability**.

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RELOCATION
If **You** move **Your** home, **You** may continue this **Limited Warranty** for the remainder of the **Term of Coverage** if:

- **You** move professional home movers move **Your** home; and
- **You** tell **Us** in writing the location where **You** have moved; and
- **You** permit **Us** to inspect **Your** home, if **We** request it. **You** are responsible for the cost of this inspection.

CHANGES
If any provision of this **Limited Warranty** is in conflict with or in violation of any applicable governmental regulations at the time **Your Limited Warranty** is written, it is automatically changed to conform to such regulations. This **Limited Warranty** may only be modified or changed if **We** and **You** agree to such change in writing. Such writing must be signed by **You** and **Us**. No other person has authority to change this **Limited Warranty**.

TRANSFER
**Your Limited Warranty** may be transferred to someone to whom **You** sell or otherwise transfer **Your Residence** while this **Limited Warranty** is still in force. This **Limited Warranty** can only be transferred in a private sale directly to the new owner. This **Limited Warranty** cannot be transferred if **Your Residence** is sold or traded to a dealership, leasing agency, brokerage, or any other entity or individual in the business of selling homes.

How To Transfer **Your Limited Warranty**: To transfer this **Limited Warranty**, the following must be submitted to **Us** within thirty (30) days of the sale & real estate closing of **Your Residence**:

- the original Declarations Page and Contract;
- name and mailing address of the new owner, and date of sale to new owner, and
- a transfer fee of fifty dollars ($50.00).

INSPECTION
**We** reserve the right to inspect **Your** home.

OUR RIGHT TO RECOVER PAYMENT
If **You** have a right to recover payment against another party for anything **We** have paid under this **Limited Warranty**, **Your** rights shall become **Our** rights. **You** shall do whatever is necessary to enable **Us** to enforce these rights. **We** shall recover only the excess after **You** are fully compensated for **Your** loss.

CONTRACT HOLDERS RESPONSIBILITIES - MAINTENANCE REQUIREMENTS
**You** must maintain **Your Residence** in accordance with the builders’ or manufacturers’ recommendations. Failure to follow the maintenance and service recommendations may result in the denial of coverage under this **Limited Warranty**. **You** must retain verifiable receipts for maintenance and service work. Or, if **You** perform **Your** own maintenance and service work, **You** must retain verifiable receipts for purchases of all required parts and materials necessary to perform the required maintenance and service, and show the dates when the services were performed.

REPRESENTATION
**YOU** ACKNOWLEDGE THAT **WE** HAVE NOT MADE ANY REPRESENTATIONS EITHER EXPRESS OR IMPLIED AS TO THE MERCHANTABILITY OR FITNESS OF **YOUR** HOME AND THAT THERE ARE NO COVERAGES THAT EXTEND BEYOND THE DESCRIPTION ON THE DECLARATIONS OF THIS CONTRACT. TERMS AND CONDITIONS OF **YOUR** HOME **LIMITED WARRANTY** ARE CLEARLY STATED AND **WE** ASSUME NO OBLIGATION BEYOND THAT.

HOW TO FILE A CLAIM DURING YEARS 2 THROUGH 7 OF YOUR **LIMITED WARRANTY**

1. All claims for **Mechanical Breakdown** must be reported to **Us** within 72 hours after **You** discover such **Mechanical Breakdowns**. When **You** need service, call **Us** at **Our** toll-free number 1-877-434-3657, discontinue using the system or appliance and protect it from further damage. If, after **You** call, service is not initiated by **Us** within 72 hours, or immediately for furnace or heating system malfunctions during periods of cold weather, **You** may engage **Your** own service person and **We** will pay the reasonable and customary charge for the **Repair** or **Replacement** of the Covered Component(s). **DO NOT** EFFECT ANY **REPAIRS** OR **REPLACEMENT** WITHOUT PRIOR AUTHORIZATION FROM **US**. **WE** RESERVE THE RIGHT TO INSPECT **YOUR** HOME RELATIVE TO ANY CLAIM REPORTED TO **US**.
2. If you prefer, you may write to Administrator at 1020 Main Avenue NW, Hickory, NC 28601

3. Tell us what covered component is involved and give us your contract number. Describe the repair needed and when you discovered the problem. We may require a statement in writing.

4. Once we have received your notice, we will assign a separate claim reference number to each of your claims. You should keep a record of this reference number to facilitate future contacts with us.

5. Save the item. DO NOT THROW IT AWAY. We may want to inspect the item. Do not replace or attempt to make repairs to covered components. We have the sole option to determine whether a mechanical breakdown will be corrected by either repair or replacement. You are solely responsible for arranging for any repair or replacement authorized by us.

6. Once the authorized repair or replacement has been completed, we will reimburse you or an authorized repair facility for the reasonable and necessary costs of making such repair or replacement, including parts, labor, and sales tax, payable by you for each mechanical breakdown of a component.

7. Reimbursements for authorized repairs or replacements, less the deductible, will be made as follows:
   a. The reimbursement payment will be made directly to the authorized repair facility, or
   b. You may pay the authorized repair facility directly and submit the original invoices, with proof of payment, to us for reimbursement. You will receive your reimbursement payment within thirty (30) days after we receive the original documentation supporting your claim.

8. In lieu of a reimbursement payment to you, or an authorized repair facility, we, at our sole discretion, may offer to adjust your claim by means of a lump sum cash payment to you. If you should accept such claim adjustment, we shall not have any further liability to reimburse you for this or future mechanical breakdowns of that item.

9. You will be required to cooperate with us in our effort to investigate a need for claim service. If you fail to cooperate, we have the right to deny your request for service.

10. Once your request for service has been completed, you may be asked to acknowledge this by signing a certificate of satisfaction. In the event we repair or replace any item, we may at our option take the defective part or item, or may leave such item with you. You shall not have the option of abandoning such part or item to us.

INFORMAL DISPUTE RESOLUTION PROGRAM:

Manufacturer participates in the Right at Home Informal Dispute Resolution Program, which is administered by the Council of Better Business Bureaus, 4200 Wilson Boulevard, Suite 800, Arlington, VA 22203.

You must file a claim under the Program before exercising rights or seeking remedies created by title I of the Magnuson-Moss Warranty Act.

For information about the Program, or to file a claim, call the Council of Better Business Bureaus at 1-877-944-4100.

Further information about the Program can be found in the Right at Home Informal Dispute Resolution Agreement. Manufacturer reserves the right to discontinue participation in this Program at any time.
LEGAL ADDENDUM

Attorneys' Fees
If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Contract, the prevailing party will be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

Statutory Notice Regarding Mechanics' Liens
The following statutory notice is provided in accordance with Business and Professions Code Sections 7018.5 and 7164:

NOTICE TO OWNER
Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment. This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor's subcontractors, laborers, or suppliers remain unpaid.

To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a "Preliminary Notice." Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics' lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project.

TO INSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY, YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:
(1) Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection. The payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractor's bonding ability. If a contractor cannot obtain such bonding, it may indicate his or her financial incapacity.
(2) Require that payments be made directly to subcontractors and material suppliers through a joint control. Funding services may be available, for a fee, in your area which will establish voucher or other means of payment to your contractor. These services may also provide you with lien waivers and other forms of protection. Any joint control agreement should include the addendum approved by the registrar.
(3) Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the persons or entities that send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property, therefore you need to protect yourself. This will help to insure that all persons due payment are actually paid.
(4) Upon making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional "Waiver and Release" forms signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in Section 3262 of the Civil Code. Most stationery stores will sell the "Waiver and Release" forms if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the material suppliers, subcontractors, and laborers working on your project, you may obtain a list from your contractor. On projects involving improvements to a single-family residence or a duplex owned by individuals, the persons signing these releases lose the right to file a mechanics' lien claim against your property. In other types of construction, this protection may still be important, but may not be as complete.
To protect yourself under this option, you must be certain that all material suppliers, subcontractors, and laborers have signed the "Waiver and Release" form. If a mechanics' lien has been filed against your property, it can only be voluntarily released by a recorded "Release of Mechanics' Lien" signed by the person or entity that filed the mechanics' lien against your property unless the lawsuit to enforce the lien was not timely filed. You should not make any final payments until any and all such liens are removed. You should consult an attorney if a lien is filed against your property.

Date

Buyer

Buyer
**MANUFACTURED HOME RECEIPT FOR DEPOSIT**

BY SIGNING THIS DOCUMENT, THE PURCHASER & DEALER ACKNOWLEDGE THAT:

1. The purchaser shall receive a copy of the purchase contract and receipt for deposit.
2. All portions of the purchase documents and receipt for deposit shall be completed prior to purchaser's signing.
3. The amounts of the deposit, downpayment, or other category of funds required to be placed in escrow prior to closing, shall be specified to the purchaser and the purchaser is warned that the deposit may be withheld in escrow in case of a dispute between the purchaser and dealer.
4. The amounts of the deposit and downpayment shall be agreed upon by the purchaser and dealer and shall have been entered on the purchase documents and receipt for deposit prior to purchaser's signing.
5. An entire reprint of Sections 18035, 18035.1, and 18035.3 of the Health and Safety Code and Section 1797.3 of the Civil Code shall be handed to the purchaser as a part of this receipt.
6. Any oral promises or commitments that have been made are not binding unless they are in writing on the purchase documents.
7. This receipt is a warning notice that a warranty document complying with Section 1797.3 of the Civil Code shall be provided immediately after signing the purchase documents.
8. The terms and duration of any other warranty, not required by law, offered by the dealer shall be in writing.
9. If the purchaser has any complaints with respect to sales practices, delivery, warranty, or other matters related to the manufactured home or mobilehome, he or she may seek administrative relief from the Department of Housing & Community Development or legal relief in a court of competent jurisdiction.
10. The sale will not be complete until the escrow for the sale closes.
11. For the sale of a manufactured home or mobilehome not subject to registration by the department, the dealer shall provide a statement of fact, in type not less than 6-point type size, containing the information specified in paragraphs (6), (7), (8), (9), and (10) of subdivision (a) as part of the purchase documents.
12. Where the sale of a new or used manufactured home or mobilehome subject to registration under this part does not involve a dealer, the department, by regulation may require the seller and buyer to execute a receipt for deposit containing whatever information of the nature described in this section, the department deems appropriate.

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**ITEMIZATION OF PAYMENTS INTO ESCROW ACCOUNT**

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<tr>
<th>AGREED UPON AMOUNTS</th>
<th>TYPE OF PAYMENT CHECK, CASH OR OTHER</th>
<th>DATE RECEIVED BY DEALER</th>
<th>BUYER'S INITIALS</th>
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<td>TOTAL DOWN PAYMENT INTO ESCROW</td>
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**TOTAL PRICE OF MANUFACTURED / MOBILE HOME**

ESCROW COMPANY'S NAME ▶ 
ADDRESS & PHONE NUMBER

**SPECIFIED OTHER PAYMENTS TO ESCROW INCLUDING ESCROW FEES**

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<th>AMOUNT AND SPECIFIC ITEM</th>
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<td>OTHER FEES</td>
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DATE SIGNED ▶ 
PURCHASE ORDER NO. ▶
- BUYER'S SIGNATURE & ADDRESS -

BUYER'S SIGNATURE ▶
(SIGNATURE OF DEALER / SALESPERSON)

Form #110 (05/08)

Published by AMN Publications, formerly Barry D. Whittelsey Publications
Declaration of Delivery Sale

The undersigned purchaser hereby declares that he/she is agreeing to a delivery sale wherein he/she intends to actually and physically install the subject home described below, or accept responsibility for engaging the services of a licensed contractor to perform that installation. Additionally, the purchaser hereby declares that he/she understands that most manufacturers' warranties do not cover defects caused by improper site preparation or installation. The purchaser takes full responsibility for the proper storage, including blocking of the home and protection from the elements, prior to the completion of the installation.

It is strongly recommended that, before entering into this agreement, the purchaser has ensured that the home described below will be installed pursuant to subdivision (a) of Section 18551 of the Health and Safety Code (see reverse side) and the manufacturer's installation instructions. Additionally, the purchaser should make certain that he/she can meet all permit and fee requirements, including school development fees, most of which may be financed, for the installation of the subject home.

Warranty Expiration:
Notwithstanding Section 1797 of the Civil Code, in order to provide reasonable time for the installation of your home, the manufacturer's warranty, when applicable, will expire one year after either the issuance of a certificate of occupancy or 120 days from the close of escrow, whichever occurs first.

Name of Escrow Company: __________________________; Escrow Number: ______
Manufacturer's Name: __________________________; Serial Number: ______
Dealer's Name: ________________________________;
Address where purchaser will accept delivery: ____________________________________________

Address where purchaser intends to install home: ____________________________________________

(Note: An original copy of this document must be deposited with the above named escrow agent as a condition precedent to the preparation of escrow instructions. Upon close of escrow, the escrow agency shall submit a copy of the original document to the department along with documents required to report the sale; the original document shall be retained by the escrow agent. Additionally, a copy of the original document shall be sent to the manufacturer.)

WARNING: This is an important document. Do not sign unless you have read and understood the above declaration.

Purchaser's Printed Name: __________________________________ Date: ______
Purchaser's Signature: __________________________________ Date: ______
Purchaser's Printed Name: __________________________________ Date: ______
(Part 18551 of the Health and Safety Code shall be reprinted on the reverse side of this document.)
18551. Manufactured home, mobilehome and commercial coach foundation systems; regulations; building permits; fees; recording document; cancellation of registration; fixture or improvement status; removal; consent

The department shall establish regulations for manufactured home, mobilehome, and commercial coach foundation systems that shall be applicable throughout the state. When established, these regulations supersede any ordinance enacted by any city, county, or city and county applicable to manufactured home, mobilehome, and commercial coach foundation systems. The department may approve alternate foundation systems to those provided by regulation where the department is satisfied of equivalent performance. The department shall document approval of alternate systems by its stamp of approval on the plans and specifications for the alternate foundation system. A manufactured home, mobilehome, or commercial coach may be installed on a foundation system as either a fixture or improvement to the real property, in accordance with subdivision (a), or a manufactured home or mobilehome may be installed on a foundation system as a chattel, in accordance with subdivision (b) of this section. Installation of a manufactured home, mobile home, or commercial coach as a fixture or improvement to the real property shall comply with all of the following:

1. Prior to installation of a manufactured home, mobilehome, or commercial coach on a foundation system, the manufactured home, mobilehome, or commercial coach owner or a licensed contractor shall obtain a building permit from the appropriate enforcement agency. To obtain a permit, the owner or contractor shall provide the following:

A. Written evidence acceptable to the enforcement agency that the manufactured home, mobilehome, or commercial coach owner owns, holds title to, or is purchasing the real property where the mobilehome is to be installed on a foundation system. A lease held by the manufactured home, mobilehome, or commercial coach owner, that is transferable, for the exclusive use of the real property where the manufactured home, mobilehome, or commercial coach is to be installed, shall be deemed to comply with this paragraph if the lease is for a term of 35 years or more, or if less than 35 years, for a term mutually agreed upon by the lessor and lessee, and the term of the lease is not revocable at the discretion of the lessor except for cause, as described in subdivisions 2 to 5, inclusive, of Section 1161 of the Code of Civil Procedure.

B. Written evidence acceptable to the enforcement agency that the registered owner owns the manufactured home, mobilehome, or commercial coach free of any liens or encumbrances or, in the event that the legal owner is not the registered owner, or liens and encumbrances exist on the manufactured home, mobilehome, or commercial coach, written evidence provided by the legal owner and any lienors or encumbrancers that the legal owner, lienor, or encumbrancer consents to the attachment of the manufactured home, mobilehome, or commercial coach upon the discharge of any personal lien, that may be conditioned upon the satisfaction by the registered owner of the obligation secured by the lien.

C. Plans and specifications required by department regulations or a department-approved alternate for the manufactured home, mobilehome, or commercial coach foundation system.

D. The manufactured home, mobilehome, or commercial coach manufacturer's installation instructions, or plans and specifications signed by a California licensed architect or engineer covering the installation of an individual manufactured home, mobilehome, or commercial coach in the absence of the manufactured home, mobilehome, or commercial coach manufacturer's instructions.

E. Building permit fees established by ordinance or regulation of the appropriate enforcement agency.

F. A fee payable to the department in the amount of eleven dollars ($11) for each transportable section of the manufactured home, mobilehome, or commercial coach, that shall be transmitted to the department at the time the certificate of occupancy is issued with a copy of the building permit and any other information concerning the manufactured home, mobilehome, or commercial coach which the department may prescribe on forms provided by the department.

2. (A) On the same day that the certificate of occupancy for the manufactured home, mobilehome, or commercial coach is issued by the appropriate enforcement agency, the enforcement agency shall record with the county recorder of the county where the real property is situated, that the manufactured home, mobilehome, or commercial coach has been installed upon, a document naming the owner of the real property, describing the real property with certainty, and stating that a manufactured home, mobilehome, or commercial coach has been affixed to that real property by installation on a foundation system pursuant to this subdivision.

B. When recorded, the document referred to in subparagraph (A) shall be indexed by the county recorder to the named owner and shall be deemed to give constructive notice as to its contents to all persons thereafter dealing with the real property.

C. Fees received by the department pursuant to subparagraph (F) of paragraph (1) shall be deposited in the Mobilehome-Manufactured Home Revolving Fund established under subdivision (a) of Section 18016.5.

3. The department shall adopt regulations providing for the cancellation of registration of a manufactured home, mobilehome, or commercial coach that is permanently attached to the ground on a foundation system pursuant to subdivision (a). The regulations shall provide for the surrender to the department of the certificate of title and other indicia of registration. For the purposes of this subdivision, permanent affixation to a foundation system shall be deemed to have occurred on the day a certificate of occupancy is issued to the manufactured home, mobilehome, or commercial coach owner and the document referred to in subparagraph (A) of paragraph (2) is recorded. Cancellation shall be effective as of that date and the department shall enter the cancellation on its records upon receipt of a copy of the certificate of occupancy. This subdivision shall not be construed to affect the application of existing laws, or the department's regulations or procedures with regard to the cancellation of registration, except as to the requirement therefor and the effective date thereof.