

08-437-CD

Renee Kelley vs Community Home Sales

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS

Judicial District, County Of

46th

NOTICE OF APPEAL

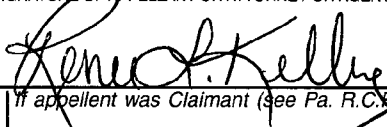
FROM

MAGISTERIAL DISTRICT JUDGE JUDGMENT

COMMON PLEAS No. 08-437-CD

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the Magisterial District Judge on the date and in the case referenced below.

NAME OF APPELLANT Renee L. Kelley	MAG. DIST. NO. 46-3-03	NAME OF MDJ Michael A. Rudella
ADDRESS OF APPELLANT 1184 Valley Road	CITY West Decatur	STATE PA
DATE OF JUDGMENT Feb 11, 2008	IN THE CASE OF (Plaintiff) Community Home Sales, Inc.	(Defendant) Renee Kelly
DOCKET No. CU-0000365-07	SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT 	
<p>This block will be signed ONLY when this notation is required under Pa. R.C.P.D. J. No. 1008B.</p> <p>This Notice of Appeal, when received by the Magisterial District Judge, will operate as a SUPERSEDEAS to the judgment for possession in this case.</p> <p>before a Magisterial District Judge, A COMPLAINT MUST BE FILED within (20) days after filing the NOTICE of APPEAL.</p>		
<p>Signature of Prothonotary or Deputy</p> <p>FILED Copies to: 01/31/2008 MAR 12 2008 Community Home Sales</p> <p>William A. Shaw, Prothonotary/Clerk of Courts</p>		

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.D.J. No. 1001(7) in action before Magisterial District Judge. IF NOT USED, detach from copy of notice of appeal to be served upon appellee.

PRAECIPE: To Prothonotary

Enter rule upon _____ appellee(s), to file a complaint in this appeal

Name of appellee(s)

(Common Pleas No. _____) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Signature of appellant or attorney or agent

RULE: To _____ appellee(s)

Name of appellee(s)

OWNER

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time JUDGMENT OF NON PROS MAY BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of the mailing.

Date March 12, 2008

Signature of Prothonotary or Deputy

YOU MUST INCLUDE A COPY OF THE NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH THIS NOTICE OF APPEAL.

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.: **46-3-03**
MDJ Name: Hon. **MICHAEL A. RUDELLA**
Address: **131 ROLLING STONE ROAD**
PO BOX 210
KYLERTOWN, PA
Telephone: **(814) 345-6789** **16847-0444**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF: **KELLY, RENEE** NAME and ADDRESS
1183 VALLEY ROAD
WEST DECATUR, PA 16878

VS.
DEFENDANT: **COMMUNITY HOME SALES INC.** NAME and ADDRESS
1126 OLD TOWN RD.
CLEARFIELD, PA 16830

MICHAEL A. RUDELLA
131 ROLLING STONE ROAD
PO BOX 210
KYLERTOWN, PA 16847-0444

Docket No.: **CV-0000365-07**
Date Filed: **2/06/08**
CROSS COMPLAINT **001**



THIS IS TO NOTIFY YOU THAT:

Judgment: **FOR PLAINTIFF** (Date of Judgment) **2/11/08**

☒ Judgment was entered for: (Name) **KELLY, RENEE**

☒ Judgment was entered against: (Name) **COMMUNITY HOME SALES INC.**
in the amount of \$ **5,375.80**

☐ Defendants are jointly and severally liable.

☐ Damages will be assessed on Date & Time _____

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127
\$ _____

☐ Portion of Judgment for physical damages arising out of
residential lease \$ _____

Amount of Judgment	\$ 5,375.80
Judgment Costs	\$.00
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 5,375.80
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total	\$ 5375.80

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

2-11-08 Date *MA Rudella*, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.
2/20/08 Date *MA Rudella*, Magisterial District Judge

My commission expires first Monday of January, **2012**

SEAL

AOPC 315-07

DATE PRINTED: **2/12/08 9:18:00 AM**

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS

Judicial District, County Of

46th

NOTICE OF APPEAL

FROM

MAGISTERIAL DISTRICT JUDGE JUDGMENT

COMMON PLEAS No. 08-437-CD

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the Magisterial District Judge on the date and in the case referenced below.

NAME OF APPELLANT <u>Renee L. Kelley</u>		MAG. DIST. NO. <u>46-3-03</u>	NAME OF MDJ <u>Michael A. Rudella</u>	
ADDRESS OF APPELLANT <u>1184 Valley Road</u>		CITY <u>West Decatur</u>	STATE <u>PA</u>	ZIP CODE <u>16878</u>
DATE OF JUDGMENT <u>Feb. 11, 2008</u>	IN THE CASE OF (Plaintiff) <u>Renee Kelly</u>		(Defendant) <u>Community Home Sales, Inc.</u>	
DOCKET No. <u>CU-0000365-07</u>	SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT <u>Renee L. Kelley</u>			
<p>This block will be signed ONLY when this notation is required under Pa. R.C.P.D. J. No. 1008B.</p> <p>This Notice of Appeal, when received by the Magisterial District Judge, will operate as a SUPERSEDEAS to the judgment for possession in this case.</p> <p>Signature of Prothonotary or Deputy</p>				
<p>If appellant was Claimant (see Pa. R.C.P.D. J. No. 1001(6) in action before a Magisterial District Judge, A COMPLAINT MUST BE FILED within twenty (20) days after filing the NOTICE of APPEAL.</p>				

FILED
01/31/2008
MAK 12 / UUB
\$9.50

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.D.J. No. 1001(7) in action before Magisterial District Judge. IF NOT USED, detach from copy of notice of appeal to be served upon appellee.

PRAECIPE: To Prothonotary Community Home Sales, Inc.Enter rule upon Renee L. Kelley Name of appellee(s) appellee(s), to file a complaint in this appeal(Common Pleas No. 08-437-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Renee L. Kelley
Signature of appellant or attorney or agent

RULE: To Community Home Sales, Inc. appellee(s)
Name of appellee(s)

OWNER

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time JUDGMENT OF NON PROS MAY BE ENTERED AGAINST YOU.

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Date March 12, 2008

William A. Shaw
Signature of Prothonotary or Deputy

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COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

Mag. Dist. No.: **46-3-03**
MDJ Name: Hon. **MICHAEL A. RUDELLA**
Address: **131 ROLLING STONE ROAD
PO BOX 210
KYLERTOWN, PA**
Telephone: **(814) 345-6789 16847-0444**

PLAINTIFF: NAME and ADDRESS
**COMMUNITY HOME SALES INC.
1123 S 2ND ST.
CLEARFIELD, PA 16830**

VS.
DEFENDANT: NAME and ADDRESS
**KELLY, RENEE
1183 VALLEY ROAD
WEST DECATUR, PA 16878**

**MICHAEL A. RUDELLA
131 ROLLING STONE ROAD
PO BOX 210
KYLERTOWN, PA 16847-0444**

Docket No.: **CV-0000365-07**
Date Filed: **12/31/07**



THIS IS TO NOTIFY YOU THAT:

Judgment: **FOR PLAINTIFF** (Date of Judgment) **2/11/08**

☒ Judgment was entered for: (Name) **COMMUNITY HOME SALES, INC.**

☒ Judgment was entered against: (Name) **KELLY, RENEE**
in the amount of \$ **5,375.80**

☐ Defendants are jointly and severally liable.

☐ Damages will be assessed on Date & Time _____

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127
\$ _____

☐ Portion of Judgment for physical damages arising out of
residential lease \$ _____

Amount of Judgment	\$ 5,252.30
Judgment Costs	\$ 123.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 5,375.80
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total	\$ 5,375.80

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

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2-11-08 Date MA Rudella, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

2/20/08 Date MA Rudella, Magisterial District Judge

My commission expires first Monday of January, **2012**

SEAL

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.: **46-3-03**
MDJ Name: Hon.
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WEST DECATUR, PA 16878
VS.
DEFENDANT: **COMMUNITY HOME SALES INC.** NAME and ADDRESS
1126 OLD TOWN RD.
CLEARFIELD, PA 16830

Docket No.: **CV-0000365-07**
Date Filed: **2/06/08**
CROSS COMPLAINT **001**



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FILED

MAR 19 2008

William A. Shaw
Prothonotary/Clerk of Courts

2-11-08 Date **MAR 11 2008**, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.
3/13/08 Date **MAR 13 2008**, Magisterial District Judge

My commission expires first Monday of January, **2012**

SEAL

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.: **46-3-03**
MDJ Name: Hon.
MICHAEL A. RUDELLA
Address: **131 ROLLING STONE ROAD**
PO BOX 210
KYLERTOWN, PA
Telephone: **(814) 345-6789** **16847-0444**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF: NAME and ADDRESS
COMMUNITY HOME SALES INC.
1123 S 2ND ST.
CLEARFIELD, PA 16830

VS.
DEFENDANT: NAME and ADDRESS
KELLY, RENEE
1183 VALLEY ROAD
WEST DECATUR, PA 16878

Docket No.: **CV-0000365-07**
Date Filed: **12/31/07**



MICHAEL A. RUDELLA
131 ROLLING STONE ROAD
PO BOX 210
KYLERTOWN, PA 16847-0444

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FILED

M/12/35/07
MAR 19 2008

William A. Shaw
Prothonotary/Clerk of Courts

2-11-08 Date **MAR 19 2008**, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.
3/13/08 Date **MAR 19 2008**, Magisterial District Judge

My commission expires first Monday of January, **2012**

SEAL

AOPC 315-07

DATE PRINTED: **2/12/08 9:16:00 AM**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

RENEE L. KELLEY, an
individual,
Plaintiff,

vs.

COMMUNITY HOME SALES @
BRADFORD HEIGHTS, INC., a
Pennsylvania corporation;
and NEW ERA BUILDING SYSTEMS,
INC., a foreign corporation
registered to conduct
business in Pennsylvania,
Defendants.

No. 2008-437-CD

Type of Pleading:

COMPLAINT

Filed on behalf of:
Plaintiffs

Counsel of Record for
this party:

Trudy G. Lumadue, Esq.
Pa I.D. 202049

NADDEO & LEWIS, LLC.
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

Dated: April 1, 2008

FILED
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APR 01 2008
300
Atty Lumadue
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

RENEE L. KELLEY, an
individual,
Plaintiff,

vs.

No. 2008-437-CD

COMMUNITY HOME SALES @
BRADFORD HEIGHTS, INC., a
Pennsylvania corporation;
and NEW ERA BUILDING SYSTEMS,
INC., a foreign corporation
registered to conduct
business in Pennsylvania,
Defendants.

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator
Clearfield County Courthouse
Market and Second Streets
Clearfield, PA 16830

(814) 765-2641, ext. 5982

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

RENEE L. KELLEY, an
individual,
Plaintiff,

vs.

No. 2008-437-CD

COMMUNITY HOME SALES @
BRADFORD HEIGHTS, INC., a
Pennsylvania corporation;
and NEW ERA BUILDING SYSTEMS,
INC., a foreign corporation
registered to conduct
business in Pennsylvania,
Defendants.


COMPLAINT

NOW COMES the Plaintiff, Renee L. Kelley, and by her attorney, Trudy G. Lumadue, Esquire, sets forth the following:

1. Plaintiff is Renee L. Kelley ("Kelley"), an adult individual, who resides at 1184 Valley Road, West Decatur, Pennsylvania 16878.

2. Defendant, Community Home Sales @ Bradford Heights, Inc. (hereinafter "Community"), is a Pennsylvania Corporation having a place of business located at 1126 Old Town Road, Clearfield, Pennsylvania 16830 and upon information and belief is an authorized dealer of New Era Building Systems, Inc.

3. Defendant, New Era Building Systems, Inc. ("New Era"), is a foreign corporation registered to conduct business



in the Commonwealth of Pennsylvania with a place of business at 100 Pine Street, Suite 325, Harrisburg, Pennsylvania 17101.

4. That upon information and belief New Era acquired and purchased an entity known as Castle Housing of Pennsylvania, which was previously located at 199 Boyle Memorial Drive, Knox, Pennsylvania, 16232 and New Era assumed all debts and liabilities of the same.


5. That at all times referred to herein New Era and/or its predecessor was a "merchant" within the meaning of 13 Pa. C.S.A. § 2104 in respect to goods, namely the Windsor Castle, Modular C231 Raglan and other manufactured modular homes.

6. That Defendant, Community, is an authorized dealer and seller of New Era and its predecessor's products, namely modular homes and is also a merchant within the meaning of 13 Pa. C.S.A. § 2104.

7. That Community is a "seller" as defined under 13 Pa.C.S.A. § 2103(a).

8. On or about February 2006, Plaintiff and her husband, Rick Kelley, who is now deceased, met with a representative of Community, Erika R. Mann, regarding the purchase of a modular home.

9. On or about May 2006, Plaintiff and Mr. Kelley signed a purchase agreement with Community and/or New Era (or




otherwise similarly named document) which confirmed the order and specifications of the modular home purchased by Plaintiff, namely a 27.7 X 62, Windsor Castle Modular C231 Raglan for the purchase price (hereinafter "Modular Home") of \$93,651.50.

10. That Plaintiff never received a copy of said purchase agreement as identified in Paragraph 9 and the substance of said document contained the specifications of the modular home purchased, identification of the type and product number of the Modular Home purchased, the purchase price, schedule of payment, detail of inclusions and exclusions from purchase price, installation requirements and specifications and such other information pertaining to delivery and installation of the same.

11. That Plaintiff believes and therefore avers that on or about August-September 2007, Plaintiff was finally provided a detail of the costs and specifications of the Modular Home she purchased by Ms. Mann which further included a statement of her account. Said "Price List and Statement" is attached hereto as Exhibit "A."

12. That subsequent to the signing of the purchase agreement, but prior to delivery of the Modular Home purchased Mr. Kelley passed away, leaving Plaintiff the remaining party to the contract with Defendant and/or Defendants.



13. On or about June 16, 2006, the Modular Home was delivered to the location where it was to be set, said location being 1184 Valley Road, West Decatur, Pennsylvania 16878.

14. That at the time of delivery Plaintiff paid to Defendant, Community the amount of \$84,000.00 (Eighty-four Thousand) Dollars as required by the agreement between the parties.

15. That on or about July 5, 2006, agents and employees of Community set the home on its foundation.

16. That on or about August 21, 2006, Plaintiff paid the amount of \$5,000.00 (Five Thousand) Dollars to Community and thereupon received the key to her home from Community.

17. That as part of the purchase agreement the Modular Home was to be installed upon the foundation with all necessary electrical, gas, and water lines, interior heat ducts and any necessary components for connection to exterior hook-ups ready to be utilized and connected to by local utility providers, which is otherwise known as "self-contained."

18. That as part of the purchase agreement and price the interior of the home was to be completely finished with drywall, primer, carpeted throughout, cabinetry throughout,

countertops throughout and was to be furnished with a microwave, garbage disposal and bathroom amenities.

19. That the Modular Home is a two-story home in which the second story "future living space" is set up to be finished by the owner in the future.

20. That as part of the purchase agreement the future living space was to be accommodated with necessary lines and piping for future utility services.

21. That as part of the purchase agreement the exterior of the home was to be finished with siding, soffit and fascia, 15" raised shutters around the entire home and outdoor lighting.

22. That as part of the purchase agreement internal electrical wiring was to be concealed within the floor trusses in the basement.

23. That in the alternative Plaintiff reasonably expected internal electrical wiring to be concealed within the floor trusses in the basement.

24. That as part of the purchase agreement and order specifications the Modular Home was not to have a support beam exposed in the first story of the home and the second story included accommodations for utility connections to the future living space.

25. That on or about May 2006 when the specifications of the Modular Home were discussed by and between Plaintiff and Ms. Mann, pictures were viewed and Ms. Mann represented to Plaintiff that the beam would not be exposed and represented to Plaintiff that she "took care of it" for her.

26. That Plaintiff's purchase included additional items being a fire-safe door and a "cap" which would permit entry to the second floor.

27. That Plaintiff reasonably expected the entry to the second floor to be a stairwell containing a flush, even wall enclosing the staircase.

28. That on or about July 2006, Plaintiff reported the concerns mentioned to Ms. Mann when Ms. Mann visited the Modular Home and met with Plaintiff. That a tentative list was drafted regarding the issues reported by Plaintiff and the same is attached hereto as Exhibit "B."

29. That there were meetings subsequent to this report wherein any and all of the concerns, defects, failures complained of herein were further discussed and reported to Ms. Mann.

30. That Ms. Mann represented that all of Plaintiff's concerns were reported to both Defendants for appropriate correction and remedy.

31. That thereafter Plaintiff requested of Ms. Mann a proper and thorough walk-through inspection of the home and was never afforded the same.

Count I - Breach of Purchase Agreement

Renee L. Kelley v. Community Home Sales @ Bradford Heights, Inc.

32. The averments of Paragraphs 1 - 31 are incorporated herein by reference as if set forth in full.

33. That Plaintiff's Modular Home was delivered with an exposed support beam in the second story of the home which protrudes approximately six inches in height across the center of future living space the length of which is 23 and ½ feet.

34. That the exposed support beam will prevent Plaintiff from utilizing the future living space as intended by Plaintiff and as reasonably expected by the Plaintiff.

35. That Plaintiff's home was delivered with entry to the second floor having a wall that is not even and flush and instead the wall as delivered to Plaintiff includes a ledge that creates an unsafe condition in Plaintiff's home.

36. That Defendant, Community was responsible for communicating to Defendant, New Era, the specifications of the Modular Home purchased by Plaintiff and ensuring the Modular

Home delivered met with said specifications and purchase agreement.

37. That Plaintiff's Modular Home was delivered without shutters on gable ends of the home.

38. That Plaintiff's Modular Home was delivered with damaged soffit and fascia, in that the same was not properly attached to the home and that it buckled, furthermore, within six months portions of the soffit and fascia fell from the home and the same remains exposed.

39. As a result of the damaged soffit and fascia which fell from the home, fangs of the air gained entry into the home and Plaintiff was required to clean up after them and temporarily remedy the same.

40. That the Modular Home was delivered and the siding was improperly installed so that some areas are tight and some are loose and the result is that the siding is rolling.

41. That the Modular Home was delivered with all electrical wire connections from one side of the home to the other side of the home exposed and a 220 Volt junction box uncovered and exposed which creates an unsafe condition.

42. That the Modular Home was improperly installed upon its foundation by Defendant, Community, and the home was placed atop internal electrical wires which lead to junction boxes in the basement.

43. That the Modular Home as it sits, sits unsafe electrically and the same has been adamantly reported to Defendants.

44. That the Modular Home was delivered and installed without the heat ducts from one side of the home being properly connected to the other side and half of the Modular Home was receiving no heat.

45. That Defendant, Community attempted to remedy the heating problem as described in Paragraph 44 without Plaintiff's consent and did so in an improper fashion so that a 12 inch flex hose now protrudes and is exposed in Plaintiff's basement the length of which is approximately 18 feet and that this "quick-fix" by Defendant creates an unsightly condition.

46. That the Modular Home was delivered with drywall having been installed improperly and the same is loose in several areas.

47. Further that Defendants remedied certain drywall deficiencies but did not restore the walls to their previous condition leaving them unpainted.

48. That the Modular Home's countertop, kitchen backsplash and trim were installed in the kitchen so that the same is not properly attached to the wall and continues to get worse over time, removing itself from the wall further.

49. That agents and employees of Community during the course of the work that was performed inside the Modular Home at installation damaged a refrigerator owned by Plaintiff and have refused to pay for said damage.

50. That Plaintiff reasonably expected Community would perform its tasks at the Modular Home without damaging Plaintiff's property.

51. That Defendant, Community, failed to deliver to Plaintiff the Modular Home per the specifications and purchase agreement and failed to perform the installation included in said purchase agreement in an adequate manner.

52. That the failures by Defendant as described in Paragraph 50 constitute a breach of the purchase agreement between Plaintiff and Defendant, Community.

53. That Plaintiff's Modular Home as delivered is of a value less than that which she purchased.

54. Defendant is liable to Plaintiff for the difference between the value of the home as ordered by Plaintiff and the value of the home received.

55. That in the alternative, Defendant is liable to Plaintiff for the cost to remedy and cure the failures and breaches in the delivery and installation of the Modular Home.

56. That the cost to cure and remedy the failures and breaches in delivery and installation of the Modular Home are as follows:

- a. Deficient and unfinished soffit and fascia work is \$65.00;
- b. Installation of baffles for ventilation is \$600.00.
- c. Raise floor to enclose beam is \$1,800.00 (plus loss of use of space, which is an unliquidated loss);
- d. Replace junction boxes for electrical wires is \$375.00;
- e. Drywall seams and repair loose drywall is \$1350.00;
- f. Installation of railing to bring unsafe stairwell to safe condition is \$1650.00 (plus loss of use of space, which is an unliquidated loss);
- g. Repair kitchen backsplash is \$800.00;
- h. Repair loose and rolling siding is \$1200.00;
- i. Repair unsafe junction box condition is \$40.00;
- j. Remedy heat duct flex hose is \$260.00 (plus loss of use of space, which is an unliquidated loss);
- k. Install junction boxes for exposed wires is \$750.00;
- l. Install shutters is \$340.00 (plus the cost of shutters which Plaintiff does not know exact cost of each shutter);

m. Contractor's fee and inspection for above estimated work is \$50.00.

n. Replace refrigerator door is \$683.15

A true and correct copy of estimate for items "a" - "m" is attached hereto as Exhibit "C." A true and correct copy of estimate for item "n" is attached hereto as Exhibit "D."

57. That as a result of Defendant's breach Plaintiff has been required to expend time and effort to correspond, communicate regarding and handle the matters herein described and has been required to spend approximately 220-225 hours tending to these matters. That Plaintiff has been required to take away from her duties as a mother and homemaker to deal with these matters.

58. That Defendant is liable to Plaintiff for the reasonable value of her services and time that has been lost due to being required to deal with these matters.

59. That as a result of Defendant's breach Plaintiff has been inconvenienced.

60. That Defendant is liable to Plaintiff for the reasonable value of her inconvenience.

WHEREFORE, Plaintiff, Renee L. Kelley, prays for judgment to be entered in her favor and against Defendant, Community Home Sales @ Bradford Heights, Inc. in an amount in excess of \$20,000.00 (Twenty Thousand) Dollars.

Count II - Negligent Manufacture and Delivery

Renee L. Kelley v. New Era Building Systems, Inc.

61. That Plaintiff incorporates Paragraphs 1-60 herein by reference as if set forth in full.

62. That Defendant, New Era, was responsible for manufacturing and delivering the Modular Home ordered by Plaintiff to specification and pursuant to the Purchase Agreement entered into between Plaintiff and Community.

63. That New Era is responsible for the engineering and manufacturing of the Modular Home as ordered by Plaintiff.

64. That New Era is further responsible for delivering to Plaintiff the Modular Home as ordered.

65. That New Era failed to properly engineer the same as specified and ordered by Plaintiff.

66. That New Era failed to deliver the Modular Home as purchased and ordered by Plaintiff.

67. That due to New Era's failure to engineer the Modular Home as purchased and failure to deliver the Modular Home as ordered, Plaintiff's Modular Home was delivered with an exposed support beam in the second story of the home which

protrudes approximately six inches in height across the center of future living space the length of which is 23 and ½ feet.

68. That the exposed support beam will prevent Plaintiff from utilizing the future living space as intended by Plaintiff and as reasonably expected by the Plaintiff.

69. That due to New Era's failure to engineer the Modular Home as purchased and failure to deliver the Modular Home as ordered to Plaintiff's home was delivered so that it was impossible for the entry to the second floor to have a wall that is even and flush and instead the wall was required to include a ledge that creates an unsafe condition in Plaintiff's home.

70. That the Modular Home was delivered and manufactured without proper baffles for ventilation in the second story, future living space, as required by building code.

71. That the failures by New Era as described in Paragraph 65 - 70 have resulted in harm to Plaintiff in that the value of Plaintiff's Modular Home as delivered is less than the value of the Modular Home purchased by Plaintiff.

72. Defendant is liable to Plaintiff for the difference between the value of the home as ordered by Plaintiff and the value of the home received.

73. That in the alternative, Defendant is liable to Plaintiff for the cost to remedy and cure the failures and breaches in the engineering and delivery of the Modular Home.

74. That as a result of Defendant's breach Plaintiff has been required to expend time and effort to correspond, communicate regarding and handle the matters and has been required to spend approximately 220-225 hours tending to these matters. That Plaintiff has been required to take away from her duties as a mother and homemaker to deal with these matters.

75. That Defendant is liable to Plaintiff for the reasonable value of her services that have been lost due to being required to deal with these matters.

76. That as a result of Defendant's breach Plaintiff has been inconvenienced.

77. That Defendant is liable to Plaintiff for the reasonable value of her inconvenience.

WHEREFORE, Plaintiff, Renee L. Kelley, prays for judgment to be entered in her favor and against Defendant, New Era Building Systems, Inc. in an amount in excess of \$20,000.00 (Twenty Thousand) Dollars.

Count III - Breach of Express Warranty

**Renee L. Kelley v. Community Home Sales @ Bradford Heights, Inc
and New Era Building Systems, Inc.**

78. Plaintiff incorporates Paragraphs 1 - 77 herein by reference as if set forth in full herein.

79. New Era and Community issued to Plaintiff two Warranty documents, one entitled "The Limited Warranty" and the other entitled "Castle Service Procedures," which were contained in the Modular Home upon its delivery. The same are attached hereto respectively as Exhibits "C" and "D."

80. That the purpose of the Warranty(ies) is to assure Plaintiff, as a purchaser, that faulty workmanship, design or manufacturing defects will be effectively remedied and that the Modular Home would be as specified by her and contained in the purchase agreement and specifications shown.

81. That Castle Service Procedures Warranty provides at Page 5 that during the first year the home is warranted against the following: Faulty workmanship and materials; Defects in wiring, piping, and ductwork in the electrical, plumbing heating, cooling, ventilating and mechanical systems; and, Major Structural Defects.

82. That the Modular Home was delivered with faulty workmanship by New Era in that Plaintiff's Modular Home was delivered with an exposed support beam in the second story of the home which protrudes approximately six inches in height across the center of future living space the length of which is 23 and ½ feet and prevents Plaintiff from using the future living space as intended.

83. That the Modular Home was delivered with faulty workmanship by New Era in that the engineering was faulty so that it was impossible for the entry to the second floor to have a wall that is even and flush and instead the wall was required to include a ledge that creates an unsafe condition in Plaintiff's home.

84. That Community failed to remedy the faulty workmanship with regard to the entry to the second floor, but rather installed the wall in the stairwell so that a ledge exists and the wall is not flush or even and the same creates an unsafe condition in Plaintiff's home.

85. That Plaintiff's incorporates Paragraphs 37-49 herein as if set forth in full as each of the same represents faulty workmanship and the results therefrom.

86. That Castle Service Procedures Warranty at page 11 provides that inadequate ventilation of attics and crawl spaces will be corrected.

87. While the second story of the Modular Home is not an attic or crawl space, but rather a future living space it is the highest space that exists in the home and would be required by building code to have such proper ventilation.

88. That the Modular Home as delivered to Plaintiff does not have adequate and proper baffles for ventilation which is required by building code and regulations.

89. That New Era and Community breached the Warranty by intentionally or negligently failing to remedy and cure the faulty workmanship and all other failures as described herein when the same was demanded and requested by Plaintiff.

90. That Plaintiff believes and therefore avers that Defendant may not be able to remedy the wall in the stairwell as there is a fundamental engineering defect.

91. That Plaintiff believes and therefore avers that Defendant may not be able to remedy the exposed beam on the second floor without compromising the design of the home, as there is a fundamental engineering defect.

92. Thus, the remedy has failed of its essential purpose under 13 Pa.C.S.A. § 2719(b) and Plaintiff is entitled to all remedies afforded under Pennsylvania Uniform Commercial Code, including, incidental and consequential damages as provided under 13 Pa.C.S.A. § 2715(a) and (b).

93. That The Limited Warranty provides at Page 8, Section II, 3.9-3.11 that gaps between trim and adjacent surfaces, cracking in grout joints and tiles that become loose will be corrected.

94. That Plaintiff's back-splash installed in the kitchen is not properly attached to the wall and continues to get worse over time, removing itself from the wall further.

95. That New Era and Community have breached the express warranty by failing to remedy the surface, trim and finishing that is removed from the wall.

96. That Plaintiff has incurred substantial incident and consequential damages as a direct and proximate result of Defendants' breach of Warranty including, lost time expended to handle the problems with the home, telephone expenses incurred in communicating regarding these issues, expenses for photograph development, inconvenience and other related expenses.

WHEREFORE, Plaintiff, Renee L. Kelley, requests that judgment be entered against all Defendants in an amount in excess of \$20,000.00 and award Plaintiff her incidental and consequential damages, as stated above, the precise amount of which will be determined at trial, costs of suit, attorneys' fees with costs and interest thereon and such other relief as this Court may deem just and proper.

**COUNT IV - BREACH OF IMPLIED WARRANTY OF
MERCHANTABILITY**

**Renee L. Kelley v. Community Home Sales @ Bradford Heights, Inc
and New Era Building Systems, Inc.**

97. The averments of Paragraphs 1 through 96 are incorporated herein by reference and set forth as if in full.

98. Under 13, Pa.C.S.A. § 2314 "unless excluded or modified, a warranty that the goods shall be merchantable is implied in a contract for their sale if the seller is a merchant with respect to the goods of that kind.

99. For goods to be merchantable, they must be "fit for the ordinary purposes for which such goods are used."

100. That Defendants issued two Warranty documents of which the same overlap and conflict with one another.

101. That the Warranty documents fail to incorporate one into the other and neither reference the other.

102. That due to the conflicting Warranties the same fail in their essential purpose and are not understandable by the reasonable person.

103. That as a result of said failure Plaintiff is entitled to all remedies provided for under the Uniform Commercial Code.

104. In addition, the Caste Services Procedures Warranty does not exclude or modify any implied warranties.

105. That Defendants breached the implied warranty of merchantability because the Modular Home was not fit for the ordinary purpose for which it was to be used and instead it was delivered with faulty workmanship by Defendants in that the engineering was faulty so that it was impossible for the

entry to the second floor to have a wall that is even and flush and instead the wall includes a ledge that creates an unsafe condition in Plaintiff's home.

106. That the Modular Home has been left by Defendants with the same unsafe condition and Defendants have refused to remedy the same.

107. In addition, that Defendants further breached the implied warranty of merchantability because the Modular Home was not fit for the ordinary purpose for which it was to be used due to the second floor future living space having an exposed beam which prevents the same intended usage.

108. That the unsafe electrical conditions as described in Paragraphs 41 - 43 further breached the implied warranty of merchantability because the Modular Home was not fit for the ordinary purpose for which it was to be used and instead is unsafe electrically.

109. That the conditions as described in Paragraphs 44 - 47 further breached the implied warranty of merchantability because the Modular Home was not fit for the ordinary purpose for which it was to be used.

110. That the improper ventilation as described in Paragraph 68 represents a breach of the implied warranty of merchantability because the Modular Home was not fit for the

ordinary purpose for which it was to be used and is not fit to meet building codes.

111. That the conditions described in Paragraphs 38 - 40 represent a breach of the implied warranty of merchantability because the Modular Home is not fit for its ordinary purpose for which it was to be used as a result of the same.

112. Plaintiff has incurred substantial incident and consequential damages as a direct and proximate result of Defendants' breach of Warranty including, lost time expended to handle the problems with the home, telephone expenses incurred in communicating regarding these issues, expenses for photograph development, inconvenience and other related expenses.

WHEREFORE, Plaintiff, Renee L. Kelley, requests that judgment be entered against all Defendants in an amount in excess of \$20,000.00 and award Plaintiff her incidental and consequential damages, as stated above, the precise amount of which will be determined at trial, costs of suit, attorneys' fees and such other relief as this Court may deem just and proper.

**COUNT V - BREACH OF IMPLIED WARRANTY OF
FITNESS FOR PARTICULAR PURPOSE**

**Renee L. Kelley v. Community Home Sales @ Bradford Heights, Inc
and New Era Building Systems, Inc.**

113. The averments of Paragraphs 1 through 112 are incorporated herein by reference and set forth as if in full.

114. Under 13, Pa.C.S.A. § 231 "where the seller at the time of contracting has reason to know: (1) any particular purpose for which the goods are required; and (2) that the buyer is relying on the skill or judgment of the seller to select or furnish suitable goods; there is unless excluded or modified...an implied warranty that the goods shall be fit for such purposes."

115. That as described herein, Plaintiff communicated to Community's representative, Ms. Mann that the future living space was intended to be finished and utilized by Plaintiff.

116. That Ms. Mann represented to Plaintiff that the Modular Home purchased would be desirable for the purpose she intended.

117. Further that Plaintiff communicated to Ms. Mann and the same was ordered that the future living space was to be equipped with plumbing and essential utility connections.

118. That Plaintiff further communicated to Ms. Mann that she desired to have a "cap" installed and to have it provide accessibility from the first story to the second story of the home.

119. That Ms. Mann represented to Plaintiff that the access from the first story to the second story would be able to be utilized by Plaintiff as a staircase and stairwell.

120. That Ms. Mann represented to Plaintiff that the second story future living space would be appropriate for future finishing and open living space.

121. That Plaintiff represented that she desired to have a home that contained shutters around the entire home. That Ms. Mann represented to Plaintiff and recommended she purchase the Modular Home as described herein and that the same would have shutters around the entire home.

122. Based upon Ms. Mann's representations Plaintiff purchased the Modular Home and the respective additions necessary to allow access to the second story.

123. That Community breached the implied warranty of fitness for particular purpose because Community through Mann had reason to know, and did in fact know, the purposes for which Plaintiff purchased the Modular Home and the additions for the second floor future living space and that Plaintiff was relying on Mann's skill and judgment in selecting the appropriate Modular Home and necessary additions for her purpose.

124. That the Modular Home as delivered and installed by Community is not fit for the particular purpose for which it was purchased.

125. That Community has refused to remedy the second story defects, namely an exposed beam and an unsafe staircase.

126. That Community has refused to provide and install shutters around the entire Modular Home as was represented by Ms. Mann.

127. That the Warranty(ies) documents as provided fail of their essential purpose as described supra and that Plaintiff is entitled to her consequential and incidental damages.

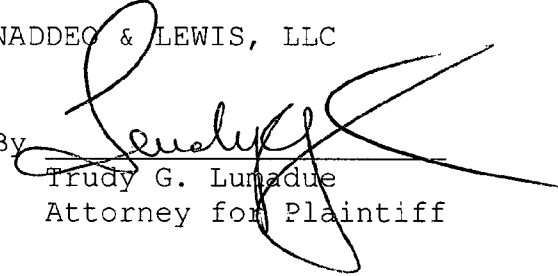
128. That Plaintiff has incurred substantial incident and consequential damages as a direct and proximate result of Defendants' breach of Warranty including, lost time expended to handle the problems with the home, telephone expenses incurred in communicating regarding these issues, expenses for photograph development, inconvenience and other related expenses.

WHEREFORE, Plaintiff, Renee L. Kelley, requests that judgment be entered against all Defendants in an amount in excess of \$20,000.00 and award Plaintiff her incidental and consequential damages, as stated above, the precise amount of which will be determined at trial, costs of suit, attorneys' fees and such other relief as this Court may deem just and proper.

Respectfully submitted by,

NADDEO & LEWIS, LLC

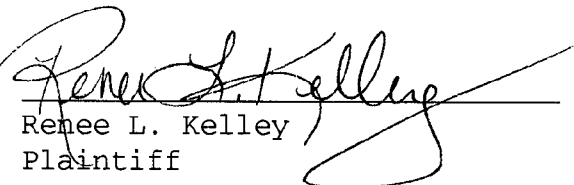
By



Trudy G. Lunadue
Attorney for Plaintiff

V E R I F I C A T I O N

I, Renee L. Kelley, Petitioner verify that the statements made in the foregoing Complaint are true and correct upon my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

By: 
Renee L. Kelley
Plaintiff

Dated: March 26, 2008



Community Home Sales, Inc.
1126 Old Town Road
Clearfield, PA 16830
(814) 768-9550

"Kelley"

27.7 X 62 "WINDSOR CASTLE" MODULAR C231 Raglan

OPTION PRICE LIST

Price of home includes: Standard features on Windsor Castle series brochure, Delivery to your property, crane and foundation, trim out of exterior and interior only and sales tax.

INCLUDES THE FOLLOWING ADDITIONAL OPTIONS

Base price includes: 27.7 X 62, cape cod 9/12 pitch home,
3 dormers, self-contained With gas furnace and 50 gallon
water heater, 3 phone jacks, 4 tv jacks and raised panel
cabinets throughout.

\$84,300.00

Basement stairwell (does not include steps to basement)

Foundation print preparation

15" raised shutters around entire home

White exterior lights

Painted 3882 Fiberglass Half Circle Door (No Storm)

3482 Rear Door 9-lite (No Storm)

Palm Desert Carpet throughout (upgrade)

\$1590.00

Raised Panel Oak Cabinets throughout (upgrade)

Raised panel laundry overhead cabinets

molding pkg. done in White

Finished drywall throughout

8-ft. flat ceilings

Drape kit (no mini blinds)

Garden Tub in Bath #1

\$215.00

3 phone jacks

5 TV jacks

Junction box in living room ceiling

\$45.00

Double switches in living room

\$23.00

Junction box in family room

N/C

Double switches in family room

N/C

Optional Island in kitchen with overhang

\$275.00

Exhibit A

Swinging patio doors off of dining area	\$1365.00
Stainless steel overhead microwave	\$395.00
Move window in Bedroom #3	\$50.00
Move window in family room	\$50.00
Recessed lights in kitchen	N/C
Double bowl in master bath	N/C
3" dormer	\$1270.00
Garbage Disposal	\$95.00
Plumb for dishwasher	\$50.00
Plumb for stove (electric)	\$50.00
6' desk with overhead cabinets	\$615.00
Additional cabinets in kitchen area (raised panel)	\$270.00
Engineering fee for moving kitchen, etc	\$300.00
Lazy susan in kitchen	\$115.00
200-amp service	
Make foyer lino bigger	N/C
Satin Nickel pulls on all cabinets	\$126.00
Glass door in corner cabinet	\$15.00
Additional tax on options at 6% Total (\$400.00)	\$250.00
Central Air Installed	\$1600.00
Medicine Cabinets in Master bath	\$240.00
Side lite at front door	\$320.00
MV-1 filing fee to obtain title	\$27.50

TOTAL SELLING PRICE: \$93,651.50

COST OF FOOTERS PAID TO EM BROWN BY CHS, INC. \$887.67

05/12/06

TOTAL: \$94,539.17

LESS CREDIT GIVEN BY CHS (for mistakes by Castle and Missing tire) \$-950.00

LESS CREDIT FOR DISPUTE BY CASTLE FOR SETTLEMENT ON MISTAKES \$-100.00

\$93,489.17

LESS PAYMENTS RECEIVED TO DATE:

06/16/06: \$-84,000.00

08/21/06: \$-5,000.00

TOTAL BALANCE REMAINING DUE: \$4,489.17

If you would like to hold \$250.00, off of final payment until we come up with a resolution for your dented fridge door that is fine.

Not included in the price is permits or inspection fees
 also not include is any site preparation, foundation preparation, utility hook-ups or site preparation for crane to set home.

Community Home Sales, Inc.

By:

Erika R. Mann

Date

Community Housing Coordinator

The following are warranty issues as to date. We are not finished with the trim-out of these homes, and may find additional issues.

Warranty Issues:

Molding

Kelley: Serial No. 8109

1. Plump for stove, outlet is too high up on wall, stove sticks out
2. Header beam in family room, sticks up into second floor. - Cutting off?
3. There are loose wires sticking from underneath the wall behind the stove, we don't know what they are for.
4. Right front of home, shingles are hanging over the edge, look like they were never cut.
5. Swinging doors from nook area need adjusted, won't latch at all.
6. drawer in island is broke, track is bent
7. 3 cabinet pulls are scratched, noticeable.
8. overhead microwave is scratched on the front, noticeable
9. need 2 new corner pieces for the island, marked up.
10. Ceiling in bath #2, has mold on it, and ceiling is coming down in one spot
11. Bedroom #2, has mold on the ceiling
12. Bedroom #3, has mold on the ceiling
13. Lazy Susan doors in kitchen need adjusted, wont close right
14. cabinet door in kitchen is damaged, chuck out of it.
15. Door handle for closet in utility room is scratched, noticeable
16. Master Bath, trim around mirror, is marked up, noticeable
17. mold in carpet and on wall in hallway, next to utility room
18. carpet in hallway next to utility room is very wet
19. door frame to side door off of utility room, the frame is cracked.
20. There was supposed to be drapes in the home, there is none.
21. Can we get shelves for cabinets in the utility room?
22. There as damage to the outside of the home during shipping, siding damage, soffit and fascia damage, etc. I have pictures.
23. No paint provided
24. Areas of countertops are not caulked; one section is away from the wall.
25. trim color issue.

wrong lino

Rope Molding needs replaced

Exhibit "B"

A.A.P. Inc.
K.S. Wisor, Sales

526 W. PAULINE DR.
CLEARFIELD, PA 16830-1011
(814) 765-3150



PROPOSAL

- NOTICE -
YOU HAVE THREE DAYS
TO CANCEL THIS CONTRACT.

NO. 8571188
DATE 1/27/08
SHEET NO. 1 of 4

Proposal Submitted To:

Work to be Performed at:

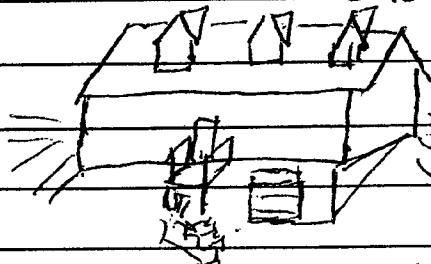
NAME Robert L. Kelley
STREET 1184 Valley Road
CITY West Decatur STATE PA
PHONE 857-2188 16878

NAME Don Same
STREET 1184 Valley Road
CITY _____ STATE _____
PHONE _____

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Residence - modular home

RAISED RANCH erected 6/06 possession 08/06



* SET ABOVE GRADE

* SET FOR 2 STORIES OF LIVING SPACE

* SET FOR PLUMBING TO 2ND STORY

L & M - LABOR & MATERIALS

1) Because of SOFFIT & FACIA ON VARIOUS AREAS, BATS & BIRDS
OBTAIN entrance TO Her 2ND STORY, All work, L & M \$65.00

2) There are no Baffles ON 24" centers to maintain
shingle warranty For proper Ventilation (work) L & M \$100.00

3) * LARGE Beam 23'6" by 6" ~~is~~ is protruding in Living Space
extremely unsightly AND completely outside of USUAL CODES & practice

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings
and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

Dollars (\$)

with payments to be made as follows:

All work is in TACT NOT to be worked in piece mill.

Any unforeseen conditions or unplanned perils that have a direct effect on the project will result in additional costs. Contractor will advise of such conditions or perils upon discovery and what costs may be above contracted price difference as soon as reasonably possible. Also, be advised: weather, material availability, and environmental conditions can delay the eventual completion and shall affect and be understood by the contracted parties. All arbitration of conditions or completions will be immediately affirmed and reasonably settled by both parties. Public Liability Insurance on above work to be taken out by:

Respectfully submitted [Signature]

per _____

Note - This proposal may be withdrawn by us if not accepted
within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Exhibit "C"

A.A.P. Inc.
K.S. Wisor, Sales

526 W. PAULINE DR.
CLEARFIELD, PA 16830-1011
(814) 765-3150

PROPOSAL

- NOTICE -
YOU HAVE THREE DAYS
TO CANCEL THIS CONTRACT.

NO. 8572188

DATE 1-27-08

SHEET NO. 2 of 4

Proposal Submitted To:

NAME Renee Kelley
STREET 1184 Valley Road
CITY West Reading STATE PA
PHONE 857-2188 16878

Work to be Performed at:

NAME The Same
STREET 1184 Valley Road
CITY _____ STATE _____
PHONE _____

We hereby propose to furnish the materials and perform the labor necessary for the completion of

4) 2 other "J" Boxes crushed by Crain operator when Home was set on them (all the weight of the Home was set on the 2 wires) - time & materials - These Boxes are just hanging out of ceiling now. 375
5) After waiting for the year, to give total paint finish the cracking & settling of Home; is ruined. There is new finishing done by "Home MFG" & the Drywall seams for the most part, "revel" in "8" different places the MFG'er has caused white primer seamed & dotted all over the 1st floor. They only patched but left unsightly primer exposed. All rooms but stairwell & 1 Bedroom need repainted. 1350.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

_____ Dollars (\$ _____).

with payments to be made as follows:

* - 4 sets of Shutteres Not placed on cable ends.

Any unforeseen conditions or unplanned perils that have a direct effect on the project will result in additional costs. Contractor will advise of such conditions or perils upon discovery and what costs may be above contracted price difference as soon as reasonably possible. Also, be advised: weather, material availability, and environmental conditions can delay the eventual completion and shall affect and be understood by the contracted parties. All arbitration of conditions or completions will be immediately affirmed and reasonably settled by both parties. Public Liability Insurance on above work to be taken out by:

Respectfully submitted _____

per _____

Note - This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

A.A.P. Inc.
K.S. Wisor, Sales

526 W. PAULINE DR.
CLEARFIELD, PA 16830-1011
(814) 765-3150



PROPOSAL

- NOTICE -
YOU HAVE THREE DAYS
TO CANCEL THIS CONTRACT.

NO. 9572188
DATE 1-27-88
SHEET NO. 3 of 4

Proposal Submitted To:

Work to be Performed at:

NAME Renee Kelley
STREET 1184 Valley Road
CITY West Decatur STATE PA
PHONE 857-2188 16878

NAME The Same
STREET 1184 Valley Road
CITY _____ STATE _____
PHONE _____

We hereby propose to furnish the materials and perform the labor necessary for the completion of

- 6) ~~7~~ Dangerous Living space on stairwell has "NO" railing required by ANY FORM of Building Code (Boca - State wide). It was dumped on site never installed by Home producer, size offered not appropriate size. \$1650.00
- 7) Kitchen Backsplash WAS poorly installed either cement OR mechanical fastener has loosened & allows water to seep behind a dry formed area below windows & above counter top (backsplash poorly done, done without concern for good carpentry skills. L & M. (Remove Seal Reattach) \$800.00
- 8) Siding is Rolling (some areas are tight, some loose this was placed on a perfectly new home, but finished poorly)
- 9) "220V" J-BOX NO COVER - Violated electrical code, UNSAFE

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

with payments to be made as follows:

* \$8 - To correct Remove & Rehang w/ Nails @ Proper Dept. a) Needs paper cover

Any unforeseen conditions or unplanned perils that have a direct effect on the project will result in additional costs. Contractor will advise of such conditions or perils upon discovery and what costs may be above contracted price difference as soon as reasonably possible. Also, be advised: weather, material availability, and environmental conditions can delay the eventual completion and shall affect and be understood by the contracted parties. All arbitration of conditions or completions will be immediately affirmed and reasonably settled by both parties. Public Liability Insurance on above work to be taken out by:

Respectfully submitted

per

Note - This proposal may be withdrawn by us if not accepted within 60 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

A.A.P. Inc.
K.S. Wisor, Sales

526 W. PAULINE DR.
CLEARFIELD, PA 16830-1011
(814) 765-3150



PROPOSAL

- NOTICE -
YOU HAVE THREE DAYS
TO CANCEL THIS CONTRACT.

NO. 8572188
DATE 1-27-08
SHEET NO. 4 of 4

Proposal Submitted To:

Work to be Performed at:

NAME Renee Kelley
STREET 1184 Valley Road
CITY West Decatur STATE PA
PHONE 857-2488 16828

NAME The Same
STREET 1184 Valley Road
CITY _____ STATE _____
PHONE _____

We hereby propose to furnish the materials and perform the labor necessary for the completion of

1) Hugh oversized Trunkline improperly installed in Basement, when All That was required was to install AN "A COLLAR" Between Floor trusses to acquire A hidden recessed "Heat port" to other half of House - poorly Done & unsightly: 260⁰⁰
2) Several masses of wire are connected outside of the recessed panels of the Floor Trusses. These wires are to be in "Junction Boxes" not Bunched together & left exposed to "Small children" or "Anybody". They must be reduced, recessed, put into proper coded Junction boxes & covers. ^{24750⁰⁰} Overall, A Beautiful home, but must be brought up to corrected standards, by A professional Contractor.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

50.00 per inspection

Dollars (\$ 7,990.00).

with payments to be made as follows:

Final Page

* Many items, that the quality displays on this house, I would not have them

Any unforeseen conditions or unplanned perils that have a direct effect on the project will result in additional costs. Contractor will advise of such conditions or perils upon discovery and what costs may be above contracted price difference as soon as reasonably possible. Also, be advised: weather, material availability, and environmental conditions can delay the eventual completion and shall affect and be understood by the contracted parties. All arbitration of conditions or completions will be immediately affirmed and reasonably settled by both parties. Public Liability Insurance on above work to be taken out by:

Respectfully submitted

per

K.S. Wisor

Note - This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____



PROPOSAL

- NOTICE -
YOU HAVE THREE DAYS
TO CANCEL THIS CONTRACT.

NO. 857288
DATE 2-5-08
SHEET NO. - 1 -

Proposal Submitted To:

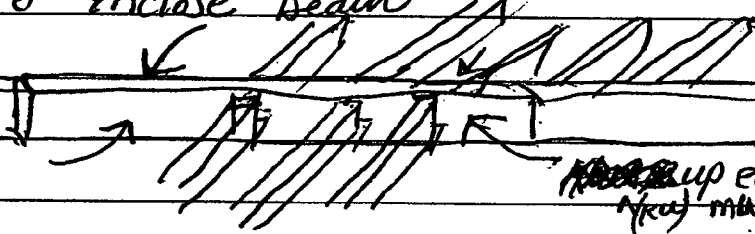
Work to be Performed at:

NAME Renee Kelley
STREET 1184 Valley Road
CITY West Decatur STATE GA
PHONE 857 2188

NAME DR. SAMU
STREET 1184 Valley Road
CITY _____ STATE _____
PHONE _____

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Amendment to proposal (1-27-08)
Credit \$900.00 To Cut Away Center beam
"Raise Floor To Enclose Beam"

Multiply Layers

Raise Headers Double up each side Header (K) must be installed

After 2"x4" Floor LIE TRUSS IS INSTALLED
Taken cover w/ O.S.B. FOR smooth flooring
Header must be raised 6". * Not estimated - factory should support w/ scissors

* There is Absolutely NO "SCISSOR TRUSS" support system for roof stability

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of Dollars (\$ 2,700).

with payments to be made as follows:

A Special Note (I Found NO Local Authority inspections)

Any unforeseen conditions or unplanned perils that have a direct effect on the project will result in additional costs. Contractor will advise of such conditions or perils upon discovery and what costs may be above contracted price difference as soon as reasonably possible. Also, be advised: weather, material availability, and environmental conditions can delay the eventual completion and shall affect and be understood by the contracted parties. All arbitration of conditions or completions will be immediately affirmed and reasonably settled by both parties.

Public Liability Insurance on above work to be taken out by:

Eric Insurance Co.

Respectfully submitted

per

K.S. WISOR

Note - This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Order Summary

1 Please verify your billing and shipping information.

1 Note: To ensure that your parts are delivered promptly, please provide a physical mailing address.

**Billing
Address:**

Renee Kelley
1184 Valley Road
West Decatur, PA
16878

**Shipping
Address:**

Renee Kelley
1184 Valley Road
West Decatur, PA
16878

[Change](#)

[Change](#)

2 Verify your order. To change or modify your order click on **Change Order** below.

Part Description:	Quantity:	Part Number:	Model Number:	Price per unit:	Cost:
DOR-FIP SS	1	L2305850LG	10655546402	\$628.49	\$628.49
				Subtotal:	\$628.49
				Shipping & Handling:	\$15.99
				Tax:	\$38.67
				Total:	\$683.15

[Change Order](#)

3 Please enter any discount information.

Coupon Information

Enter the Reference Number for the coupon or promotion.

Reference Number:

[Update Order Totals](#)

If you would like to preview the coupon information applied to your order information, please click on the **Update Order Total** above.

For Sears Associates

CASTLE SERVICE PROCEDURES

HOMEOWNERS RESPONSIBILITIES

Your new home requires an active maintenance effort on your part to reduce the likelihood of damage due to neglect, improper maintenance or abnormal use. One of the more typical problems encountered by new homeowners is water damage to exterior walls and basements. Damage of this sort may be caused by the location and type of home; owner installed trees and shrubbery, or failure of the homeowner to maintain the proper drainage away from the home. It is your responsibility to maintain, in this instance, a proper grade around your home that will ensure the continued movement of surface water away from your home.

Excessive entrance of water around the foundation can cause soil movement and serious damage. Excessive water entrance and subsequent damages cause by the home owner changing the grade, not properly maintaining it or cultivating and landscaping areas near the foundation will not be considered items requiring service by Castle.

Settling of the foundation that may occur due to aforementioned conditions that cause drywall cracks, uneven floors, door swing problems or any other associated problem not covered by this warranty.

Various regional areas of the country may have local maintenance problems. Homeowners are encouraged to discuss specific maintenance responsibilities with their Builder.

NOTE: Damage caused or made worse by homeowner negligence, improper maintenance and/or operation will not be covered by this warranty.

MATERIALS, APPLIANCES, FIXTURES, AND OTHER FURNISHINGS WARRANTED BY OTHERS

Many of the appliances, fixtures, and materials used in the construction of the Castle home are warranted in writing by their manufacturers, and copies of these warranties are provided with the home. These supplier warranties include, but are not limited to, items such as water heaters, radiant heaters, furnaces, ranges, refrigerators, dishwashers, garbage disposals, microwaves, washers and dryers, bath tubs, faucets, interior and exterior doors, siding, shingles, windows, smoke detectors, and pre-built fireplaces. Castle does not warrant products which carry their own manufacturer's warranty, does not adopt the manufacturer's warranties, and disclaims any implied warranties of Merchantability or Fitness for Purpose. The manufacturer's warranties are passed through to the Homeowner and the Homeowner is assigned all rights thereunder; and if any warranty service is needed for any of these warranted items, the manufacturer's nearest authorized service center should be contacted or such other procedure followed as may be directed by the manufacturer's written warranty.

Castle, does not warrant against normal use and maintenance.

This warranty is not valid if additions, repairs, or alterations are made to a home outside the Manufacturers factory or if such home has been subjected to misuse, or if purchaser fails to comply with the service instructions contained in all bulletins, manuals, and instructions furnished by Castle.

Castle reserves the unrestricted right, at any time, to make changes in the design of, and improvement in, or on, its homes with out incurring any obligation to make corresponding changes or improvements in, or on, homes manufactured prior to the time such changes are made.

Exhibit "E"

WHAT IS NOT COVERED

This WARRANTY Does Not Cover the Following Non-Warrantable Items:

- 1). Any appliance, fixture, or construction material which is warranted in writing by its manufacturer.
- 2). Any drywall cracks that may occur during transportation, erection, or settling due to unstable soil conditions and/or foundation conditions outside the control of Castle.
- 3). Normal deterioration from use, wear, or exposure.
- 4). Chips, scratches, cracks, and mars in woodwork, walls, porcelain, mirrors, plumbing fixtures, kitchen appliances, countertops, doors, siding, windows, railings, light fixtures, exterior aluminum trim, floor coverings, cabinets, broken glass, defective screens, or similar defects readily visible to the human eye, which are not noted for correction in writing to Castle within 7 days after delivery of the home.
- 5). Defects or problems caused by factors beyond Castle's control, such as but not limited to, misuse, abuse, inadequate maintenance, performances other than by Castle's employees under Castle's direction or delays in reporting problems.
- 6). Shading caused by touch-ups of a primer coat of paint on the interior walls.
- 7). Ceiling shadows caused by lighting.
- 8). Carpet seams that show due to carpet nap, piling, etc. Only when a gap in the carpet is visible will Castle re-seam the carpet.
- 9). Any items damaged by excessive humidity within the house as a result of:
 - Poor exterior grading or dampness in the crawl space or basement areas
 - Moisture forming in the attic from high winds during rain or snow storms
 - Improper usage of bath and kitchen exhaust fans or humidifiers
 - Delayed installation of gutter or downspout
 - Use of kerosene type portable space heaters
 - Ice build-up on roof, gutters, etc.

NOTE: Windows will collect condensation on interior surfaces when extreme temperature difference and high humidity levels are present. Condensation is usually the result of climatic humidity conditions caused by the Homeowner within the home.

- 10). Any defects or problems resulting from the operation of unvented space or room heaters (including kerosene type that have become popular in recent years). Water vapor, carbon dioxide and carbon are by-products of combustion and occur in sufficient quantities in airtight, energy efficient homes such as are produced by Castle.
- 11). Any defects or problems resulting from accidents or causes, such as but not limited to: fire, explosion, smoke, glass breakage, windstorms, hail, lightning, falling trees, aircraft, vehicles, ice back ups, flood, earthquake, or other acts of God.

- 12.) Hose bibs that rupture to freezing. Do not leave the hose on the bibs in cold weather and during seasonal changes. Drain the water lines during winter months. Repair at once a dripping bib (Castle does not warrant any faucet washers). The repair and replacement of items damaged by a ruptured bib is the responsibility of the Homeowner.
- 13.) Replacement water heater elements burned out as a result of energizing of the water heater (turning on of electricity or gas) prior to filling of the appliance with water. The replacement of any item damaged from such actions is the responsibility of the Homeowner/Builder.
- 14.) Allowable floor and ceiling deflections are governed by the approved building code.
- 15.) Any drywall cracking resulting from settling of the foundation is the responsibility of the Builder.
- 16.) All painting is the responsibility of the Homeowner.
- 17.) Any loss or damage which you, the Homeowner, have not taken timely action to minimize.
- 18.) Failure of your Builder to complete construction of the home.
- 19.) Any condition that does not result in actual physical damage to the home.

NOTE: Service items that are considered home owner maintenance items and not covered by warranty are the following:

- a). Faucet or drain leak – due to loose connections
- b). Wax ring on toilet
- c). Adjust interior/exterior doors
- d). Adjust screen door (slider screens)
- e). Adjust cabinet doors
- f). Repair scratched counter tops/sinks
- g). Replace or repair window/door screens
- h). Handles for screen doors after 30 days
- i). Interior locksets after 30 days
- j). Toilet seats
- k). Draperies
- l). Weather-stripping for exterior doors
- m). Plugged screens/valves/shut-offs due to sediment
- n). Door stops
- o). Receptacle plugs
- p). Replacement of cabinet doors after 30 days of occupancy
- q). Exterior doors rusting (doors are to be painted upon delivery, due to only being primer coated)
- r). Adjust tub trip lever to hold water

For further clarification of the above 18 items, please refer to the Residential Warranty Corporation manual.

INCIDENTIAL OR CONSEQUENTIAL DAMAGES

In no event, whether resulting from breach of this warranty or any implied warranty, negligence or other cause shall Castle or one of its Builders or Dealers be liable for incidental or consequential damages, such as, but not limited to, loss of use of the home or any part thereof, loss of or damage to other property, travel or lodging expense, commercial loss or damage, loss of time or inconvenience.

Some states do not allow limitations on how long an implied warranty lasts, or limitations of incidental or consequential damages, so the above limitations may not apply to you. This gives you specific legal rights and you may also have other rights, which vary, from state to state.

WARRANTY SERVICE PROCEDURE

We have made every effort to provide you a home of the highest quality; however, since there are approximately 35,000 parts in the average home, many of which are affected by climatic conditions and other variables, it is likely that some warranty service will be required. In order to minimize any inconvenience to the Builder, we have designed a service program that will insure our customers satisfaction with their new Castle homes. During the Warranty Period specified inspections and reports are required of the Homeowners. Following the prescribed program will allow for efficient and timely service from Castle and/or builder. Thank you for your cooperation.

- 1). *Builder/buyer's Acceptance Inspection*
The Builder and Homeowner jointly inspect the home prior to closing and occupancy. It is extremely critical that a thorough inspection be made in that a number of items become Non-warrantable after this inspection.
- 2). *First Service Request*
After living in a home for several months, it is normal to expect some adjustment to become necessary as a result of drying out and shrinkage of the organic materials from which the house is constructed. We suggest that you keep track of these minor items which may appear on the provided form. During your fourth month of occupancy please send this form to your Builder. The Builder will report to Castle those items covered by Castle's Warranty.
- 3). *One-Year Service Request*
During the twelfth (12) month of the warranty, list all items that are covered under your warranty that require service. Please use the form provided for this purpose and mail it to your Builder. At the same time that Castle or the Builder performs the service on this One Year Service Request, the Builder will take care of any nail pops or cracks in your drywall that are his responsibility or covered by the warranty. The Builder will only perform spackling repairs, all painting remains the responsibility of the Homeowner.
- 4). *Service after One Year*
A Service Request form is provided for the reporting of any item that the Homeowner feels is covered under the structural portion of this warranty. On such occurrences the Homeowner must complete the Service Request form and mail it to the Builder. Upon receipt from the Builder Castle will contact the Homeowner regarding the actions to be taken on the service request.
- 5). *Emergency Service*
Of course, any defects of an emergency nature which will render the home uninhabitable or where damage will be worsened if prompt action is not taken should be reported to the Builder immediately by telephone. Such "emergency" defects would include but are not limited to, electrical failure, plumbing leaks, roof leaks, malfunctions of major mechanical equipment.

DEFINITIONS

Appliances, Fixtures, and Equipment: The term, "Appliances, Fixtures, and Equipment" (including their fittings, attachments, controls, and appurtenances) shall include, but not limited to:

Furnaces, boilers, oil tanks, and fittings, humidifiers, air purifiers, air handling equipment, ventilating fans, air conditioning equipment, water heaters, pumps, stoves, refrigerators, garbage disposals, computers, dishwashers, automatic door openers, washers and dryers, bathtubs, sinks, toilets, faucets and fittings, lighting fixtures, and circuit breakers. Warranty by their manufacturers is not covered by this warranty. The initial Castle Warranty coverage period for appliances, fixtures equipment (including their fittings, attachments, controls, and appurtenances) is one year, and is covered by the individual manufacturers warranties on specific items. The Owner's negligence or improper maintenance or service, however, may void the manufacturers' warranties. This warranty implies only to those items supplied by and installed by Castle in its factory prior to the delivery of the home to the job site. It does not cover site work or site installed equipment, etc.

Systems: The term "systems" (exclusive of appliances, fixtures, and equipment as specified above) means the following:

(A) **Plumbing Systems** – water supply lines and fittings, waste and vent pipes and their fittings, water piping. This warranty applies only to those item supplies by and installed by Castle in its factory prior to delivery of the home to the job site. It does not cover site work or site installed equipment, etc.

(B) **Electrical Systems** – all wiring, electrical boxes, switches, outlets, and connections up to the panel box.

@**Heating, Ventilating, Cooling, and Mechanical Systems** – all ductwork, water, and including refrigerant lines, registers, convectors, radiation elements, and dampers. This warranty applies only to those items supplied by and installed by Castle in its factory prior to delivery of the home to the job site. It does not cover site work or site installed equipment, etc.

COVERAGE DURING THE FIRST YEAR

During the first year your home is warranted against the following:

- Faulty workmanship and materials;
- Defects in wiring, piping, and ductwork in the electrical, plumbing, heating, cooling, ventilating and mechanical systems; and,
- Major Structural Defects

NOTE: New homes, no matter how carefully constructed, go through a period of normal settlement and shrinkage. During this period, hairline cracks, some wood shrinkage and warping and other minor matters may occur, much of which is unavoidable. Castle assumes no responsibility for these minor defects.

COVERAGE DURING THE YEARS TWO THROUGH TEN

From the beginning of the second year until the end of the tenth year, your home is insured against Major Structural Defects only.

QUALITY STANDARDS – TOPIC INDEX

The Quality Standards list specific items (defects) within each separate area of coverage. The first section covers Workmanship and materials; the second section covers Systems; and the third covers Major Structural Defects.

The Quality Standards are expressed in terms of performance standards. For easy comprehension, the format is designed as follows:

1. **Possible Deficiency** – a brief statement, in simple terms, of problems that may be encountered.
2. **Performance Standard** – a performance standard relating to a specific deficiency.
3. **Responsibility** – a statement of the corrective action required of the Warrantor to repair the deficiency; or a statement of Homeowner's maintenance responsibilities.

Workmanship and Materials Includes:

Site Grading
Concrete
Masonry
Wood & Plastic
Thermal and Moisture Protection
Doors and Windows
Finishes
Specialties
Equipment
Mechanical
Electrical

Systems Includes:

Mechanical
Electrical

Major Structural Defects

WORKMANSHIP AND MATERIALS: FIRST YEAR ONLY

Topic: Site Work Site Drainage Possible Deficiency:	Coverage: None Coverage: None Improper drainage of the site.	Area: Workmanship and Materials Builder responsibility – not covered by this warranty.
Topic: Concrete Expansion and Contraction Joints Cast-In-Place Concrete Possible Deficiency Possible Deficiency Possible Deficiency Possible Deficiency Possible Deficiency Possible Deficiency Possible Deficiency	Coverage: None Coverage: None Coverage: None Cracking of basement floor Cracking of slab in attached garage Uneven concrete floors/slabs Cracks in concrete slab on grade floors Pitting, scaling or spalling of concrete work Setting, heaving, or separating of Stoops, steps or garage floors standing water on steps	Area: Workmanship and Materials Builder Responsibility-Not Covered by Castle Builder Responsibility-Not Covered by Castle. Builder Responsibility-Not Covered by Castle. Builder Responsibility-Not Covered by Castle. Builder Responsibility-Not Covered by Castle. Builder Responsibility-Not Covered by Castle. Builder Responsibility-Not Covered by Castle. Builder Responsibility-Not Covered by Castle
Topic: Masonry Possible Deficiency Possible Deficiency	Coverage: None Basement or foundation wall cracks Cracks in masonry walls or veneer	Area: Workmanship and Materials Builder Responsibility-Not Covered by Castle. Builder Responsibility-Not Covered by Castle.

Topic: Wood and Plastic	Coverage: 1st Year Only	Area: Workmanship and Materials rough Carpentry
Possible Deficiency	Floors Squeak or subfloor appears loose	
Performance Standard	Floor squeaks and loose subfloor are often temporary conditions common to new home construction, and a squeak-proof floor cannot be guaranteed Castle will correct the problem only if caused by an underlying construction defect.	
Possible Deficiency	Uneven wood floors	
Performance Standard	Floors shall not have more than 1/4" ridge or depression within 32" measurement when measured parallel to the joists. Allowable floor and ceiling joist deflections are governed by the Approved building code.	
Responsibility	Castle will correct or repair to meet Performance Standard.	
Possible Deficiency	Bowed Walls	
Performance Standard	All interior and exterior walls have slight variances on their finished surfaces. Bowing of walls should not detract from or blemish the wall's finished surface. Walls should not bow more than 1/4" out of line within any 32" horizontal or vertical measurement.	
Responsibility	Castle will repair to meet Performance Standard.	
Possible Deficiency	Out-of-plumb walls	
Performance Standard	Walls should not be more than 1/4" out of plumb for any 32" vertical measurement.	
Responsibility	Castle will repair to meet the Performance Standard.	
Finish Carpentry (Interior)		
Possible Deficiency	Poor quality of interior trim workmanship.	
Performance Standard	Joints in moldings or joints between moldings and adjacent surface shall not result in open joints exceeding 1/8" in width.	
Responsibility	Castle will repair defective joints, as defined. Caulking is acceptable.	
Finish Carpentry (Exterior)		
Possible Deficiency	Joints between exterior trim elements, including siding and masonry, shall not result in open joints in excess of 3/8". In all cases, the exterior trim, masonry and siding shall be capable of performing its function to exclude the elements.	
Responsibility	Castle will repair open joints, as defined. Caulking is acceptable.	
Topic: Thermal and Moisture	Coverage: 1st Year Only	Area: Workmanship and Material
Waterproofing		
Possible Deficiency	Leaks in basement.	Builder Responsibility-Not covered by Castle.
Insulation		
Possible Deficiency	Insufficient insulation.	
Performance Standard	Insulation shall be installed in accordance with applicable energy and building code requirements.	
Responsibility	Castle will install insulation in sufficient amounts to meet Performance Standard.	
Louvers and Vents		
Possible Deficiency	Leaks due to snow or rain driven in to the attic through louvers or vents.	
Responsibility	None.	
Roofing and Siding		
Possible Deficiency	Ice build-up on roof.	

Performance Standard	During prolonged cold spells, ice build-up is likely to occur at the eaves of a roof particularly where there is a valley. This condition occurs when snow and ice accumulate and gutters and downspouts freeze up.	
Responsibility	Prevention of ice build-up on the roof is a Homeowner maintenance item.	
Possible Deficiency	Roof or flashing leaks.	
Performance Standard	Roofs or flashing shall not leak under normally anticipated conditions, except where cause is determined to result from ice build-up or Homeowner actions or negligence.	
Responsibility	Castle will repair any verified roof or flashing leaks not caused by ice build-up, Homeowner actions, negligence, or improper set up by Builder.	
Possible Deficiency	Standing water on flat roof.	
Performance Standard	Water shall drain from flat roof except for minor ponding immediately following rainfall or when the roof is specifically designed for water retention.	
Responsibility	Castle will take corrective action to assure proper drainage of roof.	
Possible Deficiency	Delaminating of veneer siding or joint separation.	
Performance Standard	All siding shall be installed according to the siding manufacturer's and industry's accepted standards. Separations and delaminating shall be repaired or replaced.	
Responsibility	Castle will repair or replace siding as needed unless caused by Homeowner's neglect to maintain siding properly. Repaired area may not match in color and/or texture. For surfaces requiring paint, Builder will paint only the new materials. The Homeowner can expect that the newly painted surface may not match original surface in color.	
Sheet metal	Not covered by warranty	
Possible Deficiency	Gutters and/or downspout leaks. Responsibility of installer. Not covered by this warranty.	
Possible Deficiency	Water standing in gutters. Responsibility of installer. Not covered by this warranty.	
Sealants		
Possible Deficiency	Leaks in exterior walls due to inadequate caulking.	
Performance Standard	Joints and cracks in exterior wall surfaces and around openings shall be properly caulked to exclude the entry of water.	
Responsibility	Castle will repair and/or caulk joints or cracks in exterior wall surfaces as required to correct deficiencies one time, during the first year warranty period. Even properly installed caulking will shrink and must be maintained by the Homeowner during the life of the home.	
Topic: Doors and Windows	Coverage: 1st Year Only	Area: Workmanship and Materials Wood and Plastic Doors
Possible Deficiency	Warpage of exterior doors.	
Performance Standard	Exterior doors will warp to some degree due to temperature differential on inside and outside surfaces. However, they shall not warp to the extent that they become inoperable or cease to be weather resistant or exceed National Woodwork Manufacturers Association Standards (1/4" measured diagonally from corner to corner).	
Responsibility	Castle will correct or replace and refinish defective doors, during the first year Warranty period.	
Possible Deficiency	Warpage of interior passage and closet doors.	

Performance Standard	Interior doors (full openings) shall not warp in excess of National Woodwork Manufacturers Associations Standards (1/4").
Responsibility	Castle will correct or replace and refinish defective doors to match existing doors as nearly as possible, during the first year Warranty period.

Glass	
Possible Deficiency	Broken Glass
Performance Standard	None
Responsibility	Broken glass not reported to Castle at the time of delivery is the Homeowners responsibility.

Garage Doors on Attached Garage Responsibility of installer. Not covered by this warranty.

Wood, Plastic and Metal Windows

Possible Deficiency	Malfunction of windows,
Performance Standard	Windows shall operate with reasonable ease, as designed.
Responsibility	Castle will correct or repair as required.

Possible Deficiency	Condensation and/or frost on windows.
Performance Standard	Windows will collect condensation on interior surfaces when extreme temperature difference and high humidity levels are present. Condensation is usually the result of climatic/humidity conditions created by the Homeowner within the home.

Possible Deficiency	Air infiltration around doors and windows.
Performance Standard	Some infiltration is normally noticeable around doors and windows, especially during high winds. Poorly fitted weather-stripping shall be adjusted or replace. It may be necessary for the Owner to have storm doors and windows installed to provide satisfactory solutions in high wind areas.
Responsibility	Castle will adjust or correct poorly fitted doors, windows, or poorly fitted weather-stripping.

Topic: Finishes and Materials	Coverage: 1st Year Only	Area: Workmanship
Lath and Plaster		
Possible Deficiency	Cracks in interior walls and ceiling surfaces.	
Performance Standard	Hairline cracks are not unusual in interior walls and ceiling surfaces. Cracks greater than 1/8" in width shall be repaired.	
Responsibility	Castle will repair cracks exceeding 1/8" in width as required; one time only, during the first year Warranty period. (See also "Painting")	

Gypsum Wallboard	
Possible Deficiency	Defects that appear during first year of Warranty such as nail pops, blister in tape, or other blemishes.
Performance Standard	Slight "imperfections" such as nail pops, seam lines and cracks not exceeding 1/8" in width are common in gypsum wallboard installations and are considered acceptable.
Responsibility	Castle will repair cracks exceeding 1/8" in width one time only during the first year warranty period. (See also "Painting")

Ceramic Tile	(Where installed by Castle in its factory only.)
Possible Deficiency	Ceramic tile cracks or becomes loose.
Performance Standard	Ceramic tile shall not crack or become loose.

Responsibility	Castle will replace cracked tiles and re-secure loose tiles unless the Owner's action or negligence caused the defects. Castle will not be responsible for discontinued patterns or color variations in ceramic tile. (Warranty applies only where installed by Castle in its factory.)
Possible Deficiency	Cracks appear in grouting of ceramic tile joints or at junctions with other material such as a bathtub.
Performance Standard	Cracks in grouting of ceramic tile joints are common due to normal shrinkage conditions.
Responsibility	Castle will repair grouting if necessary one time only during the first year Warranty period. Castle will not be responsible for color variations or discontinued colored grout. Regrouting of these cracks is a maintenance responsibility of the Homeowner during the life of the home.
Finished Wood Flooring	
Possible Deficiency	Cracks developing between floor boards.
Performance Standard	Cracks in excess of 1/8" width shall be corrected.
Responsibility	Castle will repair cracks in excess of 1/8" within the first year Warranty period, by filling or replacing, at Castle's option.
Resilient Flooring	
Possible Deficiency	Nail pops appear on the surface of resilient flooring.
Performance Standard	Readily apparent nail pops shall be repaired.
Responsibility	Castle will correct nail pops that have broken the surface. Castle will repair or replace, at Castle's option, resilient floor covering in the affected area with similar material. Castle will not be responsible for discontinued patterns or color variations in the floor covering.
Possible Deficiency	Depressions or ridges appear in the resilient flooring due to subfloor irregularities.
Performance Standard	Readily apparent depressions or ridges exceeding 1/8" shall be repaired. The ridge or depression measurement is taken as the gap created at one end of a six-inch straightedge placed over the depression or with three inches of the straightedge on one side of the defect, held tightly to the floor.
Responsibility	Castle will take corrective action as necessary, to bring the defect within acceptable tolerances. Castle will not be responsible for discontinued patterns or color variation in floor covering.
Possible Deficiency	Resilient flooring loses adhesion.
Performance Standard	Resilient flooring shall not lift, bubble or become unglued.
Responsibility	Castle will repair or replace, at Castle's option the affected resilient flooring as required. Castle will not be responsible for discontinued patterns or color variations of floor covering, or for problems caused by owner neglect or abuse.
Possible Deficiency	Seams or shrinkage gaps show at resilient flooring joints.
Performance Standard	Gaps shall not exceed 1/16" width in resilient floor covering joints. Where dissimilar materials abut, a gap not to exceed 1/8" is permissible.
Responsibility	Castle will repair or replace at Castle's option, the affected resilient flooring as required. Castle will not be responsible for discontinued patterns or color variation of floor covering, or for problems caused by owner neglect or abuse.
Painting (Primer)	Warranty coverage only when painting is performed by Castle in its factory prior to delivery. Castle is not responsible for color variations.
Possible Deficiency	Exterior paint or stain peels, deteriorates, or fades.
Performance Standards	Exterior paints or stains should not fail during the first year Warranty period. However, fading is normal and the degree is dependent on climatic conditions.

Responsibility	If paint or stain is defective, Castle will properly prepare and refinish affected areas, matching color as close as possible. Where finish deterioration affects the majority of the wall area, the whole area will be refinished.	
Possible Deficiency	Painting required as corollary repair because of other work.	
Performance Standard	Repairs required under this Warranty should be finished to match surrounding areas as closely as practicable.	
Responsibility	Castle will finish repair areas as indicated.	
Possible Deficiency	Deterioration of varnish or lacquer finishes.	
Performance Standard	Natural finishes on interior woodwork shall not deteriorate during the first year of ownership. However, varnish type finishes used on the exterior will deteriorate rapidly and are not covered by the Warranty.	
Responsibility	Castle will retouch affected areas of material finish interior woodwork, matching the color as closely as possible.	
Possible Deficiency	Mildew or fungus on painted surfaces.	
Performance Standard	Mildew or fungus will form on a painted surface if the structure is subject to abnormal exposures (i.e., rainfall, ocean, lake, or riverfront).	
Responsibility	Mildew or fungus formation is a condition Castle cannot control and is a Homeowner maintenance item, unless it is a result of non-compliance with other sections of the Quality Standards.	
Carpeting		
Possible Deficiency	Open carpet seams.	
Performance Standards	Carpet seams will show. However, no visible gap is acceptable.	
Responsibility	Castle will correct.	
Possible Deficiency	Carpeting becomes loose, seams separate or stretching occurs.	
Performance Standards	Wall to wall carpeting, installed as the primary floor covering, when stretched and secured properly shall not come up, become loose, or separate from its point of attachment.	
Responsibility	Castle will re-stretch or re-secure carpeting as needed, if original installation was performed by Castle, unless separation occurs as a result of means out of the control of Castle.	
Possible Deficiency	Spots on carpet minor fading.	
Performance Standard	Exposure to light may cause spots on carpet and/or minor fading.	
Responsibility	None.	
Topic: Specialties	Coverage: 1st Year Only	Area: Workmanship and Materials
		Louvers and Vents
Possible Deficiency	Inadequate ventilation of attics and crawl spaces.	
Performance Standard	Attic and crawl spaces shall be ventilated as required by the approved building code.	
Responsibility	Castle shall provide for adequate ventilation. Castle will not be responsible for Homeowner alterations to the original system.	
Fireplace	Coverage only when fireplace is factory installed.	
Possible Deficiency	Fireplace or chimney does not draw properly.	
Performance Standard	A properly designed and constructed fireplace and chimney shall function properly. It is normal to expect that high winds can cause temporary negative draft situations. Similar negative draft situations can also be caused by obstructions such as large branches of trees too close to the chimney. Some homes may need to have a window opened slightly to create an effective draft if they have been insulated and weatherproofed to meet high-energy conservation criteria.	

Responsibility	Castle will determine the cause of malfunction, and correct the problem only if the problem is one of design or construction of the fireplace.
Possible Deficiency	Chimney separation from structure to which it is attached.
Performance Standard	Newly built fireplaces will often incur slight amounts of separation. Separation shall not exceed 1/2" from the main structure in any 10' vertical measurement.
Responsibility	Castle will determine the cause of separation and correct if standard is not met. Caulking is acceptable.
Possible Deficiency	Firebox paint changed by fire.
Performance Standard	None
Responsibility	None. Heat from fires will alter finish.
Possible Deficiency	Cracked firebrick and mortar joints.
Performance Standard	None
Responsibility	None. Heat and flames from fires will cause cracking.
Topic: Equipment	Coverage: 1 st Year Only Area: Workmanship and Materials Residential Equipment
Possible Deficiency	Surface cracks, joint delaminations and chips, high-pressure laminates on vanity and kitchen cabinet countertops.
Performance Standard	Warpage not to exceed 1/4" as measured from face frame to point of furthest warpage with door or drawer front in closed position.
Responsibility	Castle will correct or replace doors or drawer fronts
Possible Deficiency	Gaps between cabinets, ceiling or walls
Performance Standard	Acceptable tolerance 1/4" in width.
Responsibility	Warrantor will correct to meet performance Standard.
Topic: Mechanical	Coverage: 1 st Year Only Area: Workmanship and Materials
Water Supply System	
Possible Deficiency	Plumbing pipes freeze and burst.
Performance Standard	Drain, waste and vent, and water pipes shall be adequately protected, as required by applicable code, during normally anticipated cold weather, and as defined in accordance with ASHRAE design to prevent freezing.
Responsibility	Castle will correct situations not meeting the code. It is the Homeowners responsibility to drain or otherwise protect lines and exterior faucets exposed to freezing temperatures. No warranty coverage.
Plumbing	
Possible Deficiency	Faucet or valve leak.
Performance Standard	No valve or faucet shall leak due to defects in material or workmanship.
Responsibility	Castle will repair or replace the leaking faucet or valve.
Possible Deficiency	Defective plumbing fixtures, appliances or trim fittings.
Performance Standard	Fixtures, appliances or fittings shall comply with their manufacturer's standards.
Responsibility	The appliance manufacturer, fixture manufacturer or fitting manufacturer, under its warranty will replace any defective fixture or fitting which does not meet acceptable standards, as defined by the Appliance, fixture, or fitting manufacturer.
Possible Deficiency	Noisy Water Pipes
Performance Standard	There will be noise emitting from the water pipe system, due to the flow of water. However, water hammer shall be eliminated.

Responsibility	Castle cannot remove all noises due to water flow and pipe expansion. Castle will correct to eliminate "water hammer".	
Possible Deficiency	Inadequate heating.	
Performance Standard	Heating system shall be capable of producing an inside temperature of 80 degrees F, as measured in the center of each room at a height of 5' above the floor, under local outdoor winter design conditions as specified in ASHRAE handbook. Federal, state or local energy codes shall supersede this standard where such codes have been locally adopted.	
Responsibility	Castle will correct heating system to provide the required temperatures. However, Homeowner shall be responsible for balancing dampers, registers, and other minor adjustments.	
Refrigeration	Not covered by this warranty.	
Topic: Electrical	Coverage: 1st Year Only	Area: Workmanship and Materials
Electrical Conductors, Fuses, and Circuit Breakers		
Possible Deficiency	Fuses blow or circuit breakers (excluding ground fault interrupters) "kick out"	
Performance Standard	Fuses and circuit breakers shall not activate under normal usage.	
Responsibility	Castle will check wiring circuits conformity with local, state, or approved national electrical code requirements. Castle will correct circuitry not conforming to code specifications.	
Outlets, Switches, and Fixtures		
Possible Deficiency	Drafts from electrical outlets.	
Performance Standard	Electrical junction boxes on exterior walls may produce airflow whereby the cold air can be drawn through the outlet in to a room. The problem is normal in new home construction.	
Responsibility	None.	
Possible Deficiency	Malfunction of electrical outlets, switches or fixtures.	
Performance Standard	All switches and outlets shall operate as intended.	
Responsibility	Castle will repair or replace defective switches, fixtures and outlets.	
Service and Distribution		
Possible Deficiency	Ground fault interrupter trips frequently.	
Performance Standard	Ground fault interrupters are sensitive safety devices installed into the electrical system to provide protection against electrical shock. These sensitive devices can be tripped very easily.	
Responsibility	Castle shall install ground fault interruption accordance with approved electrical code. Tripping is to be expected and is not covered, unless due to a construction defect.	

SYSTEMS

Topic: Mechanical	Coverage: 1st Year	Area: Systems
Water Supply System		
Possible Deficiency	Water supply system fails to deliver water.	
Performance Standard	All on-site service connections to municipal water main and private supply shall be the Builder's responsibility. Private systems shall be designed and installed in accordance with all approved building, plumbing, and health codes.	
Responsibility	Castle will repair if failure is the result of defective workmanship or materials installed at the factory. If conditions beyond Castle's control disrupt or eliminate the source of the supply, Castle has no responsibility.	

**Septic Tank System
Plumbing
Possible Deficiency
Performance Standard**

Responsibility

Installer's Responsibility – Not Covered by this warranty.
Warranty limited to plumbing installed by Castle.
Leakage from any piping.
No leaks of any kind shall exist in any soil, waste, vent or water pipe.
Condensation on piping does not constitute leakage, and is not covered.
Castle will make repairs to eliminate leakage.

**Possible Deficiency
Performance Standard
Responsibility**

Stopped up sewers, fixtures, and drains.
Sewers, fixtures, and drains shall operate properly.
Castle will not be responsible for sewers, fixtures and drains, which are clogged through the Homeowner's negligence. If a problem occurs, the Owner should consult Castle for a proper course of action. Where defective construction is shown to be the cause, Castle will assume the cost of the repair; where Owner negligence is shown to be the cause, the Owner shall assume all repair costs.

**Topic: Mechanical
Air Distribution**

Coverage: 1st Year **Area: Systems**
Installers Responsibility – Not Covered by Castle.

**Topic: Electrical
Possible Deficiency
Performance Standard**

Responsibility

Coverage: 1st Year **Area: Systems**
Failure of wiring to carry its designed load.
Wiring should be capable of carrying the designed load for normal residential use.
Castle will check wiring for conformity with local, state, or approved national electrical code requirements. Castle will repair wiring not conforming to code specifications.

MAJOR STRUCTURAL DEFECTS: 1ST YEAR THROUGH 10TH YEAR

A "Major Structural Defect" is actual physical damage to the following designated load-bearing portions of the home caused by failure of such load-bearing portions which affects their load-bearing functions to the extent that the home becomes unsafe, unsanitary or otherwise unlivable: (note: The structural items covered are only those supplied and installed by Castle and are in place in the home at the time of delivery of the home to the job site. This warranty doesn't cover site work structural items performed by your Builder, by you, or by others.

- 1). Beams;
- 2). Girders;
- 3). Walls and partitions;
- 4). Floor systems; and
- 5). Roof framing systems.

Repair of a Major Structural Defect is limited to the repair of damage to the load-bearing elements of the home themselves, which is necessary to restore their load-bearing ability.

Damage to the following non-load bearing elements do not constitute a major structural defect. (See Note!).

- a). Roof shingles and sheathing
- b). Drywall and plaster;
- c). Exterior siding
- d). Brick, stone, or stucco veneer;
- e). Subfloor and flooring materials;
- f). Wall tile or other wall coverings;
- g). Non-load bearing walls;
- h). Concrete floors in attached garages and basements that are built separate from foundation walls or other structural elements of the home;

l). Electrical, heating, cooling, ventilation, mechanical, and plumbing systems; appliances, equipment, fixtures, paint, doors, windows, trim, cabinet, hardware and insulation.

Note: In the event of a Major Structural Defect occurring in the first year of coverage, repairs will also include correction of items necessary to bring the home into compliance with the Approved Standards. The unsafe, unsanitary, or otherwise unlivable criteria, under Major Structural Defect, is limited only to the repair of plumbing, waste, and electrical lines, ductwork, heating systems, and other items that affect the health or safety of the occupants of the home, which were damaged by the Major Structural Defect.

APPENDIX A – MODULAR HOME BUILDING CODES

Building Codes

- *BOCA Basic Building Code, Building Officials & Code Administrators International, Inc.
- *CABO One & Two Family Barrier Free Design
- *Barrier Free Design

Mechanical Codes

- *BOCA Basic Mechanical Code Building Officials National Fire & Code Administrators International

Energy Codes

- *BOCA Conservation Code
- *NY State Energy Conservation Code
- *ASHRAE 90-75
- *PA Energy Code PA Bulletin 16

Plumbing Codes

- *BCA Basic Plumbing Code, Building Code Administrators International Inc.
- *National Standard Plumbing Code
- *Maine State Plumbing Code

Electrical Codes

- *National electrical Code, Protection Association

APPENDIX B – MANUFACTURED HOUSING BUILDING CODES

Part 3280 Manufactured Home Construction and Safety Standards as excerpted from the Code of Federal Regulations, Housing and Urban Development.

Part 3282 Manufactured Home Construction and Safety Standards as excerpted from the Code of Federal Regulations, Housing and Urban Development.

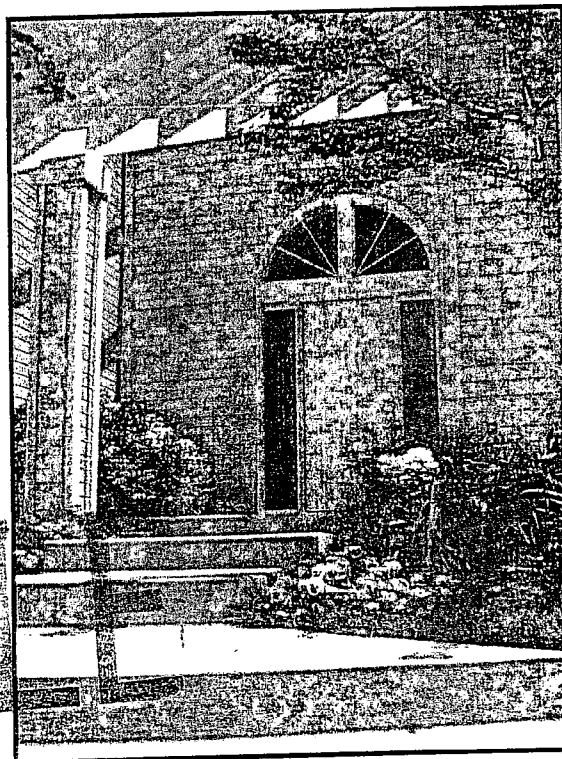


The Limited Warranty

10 YEAR WRITTEN WARRANTY FOR
MANUFACTURED BUILDING SYSTEMS

ENROLLMENT NUMBER
MANUFACTURING CONTROL NUMBER
EFFECTIVE DATE OF WARRANTY

(Note: The form contains a large 'SAMPLE' watermark across the center.)



NOTICE OF WAIVER OF IMPLIED WARRANTY

THIS MANUFACTURERS LIMITED WARRANTY IS PROVIDED IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES. TO THE EXTENT PERMITTED BY LAW, THE PURCHASER OF THIS HOME AND ALL SUBSEQUENT PURCHASERS HEREBY WAIVE ALL OTHER EXPRESS AND IMPLIED WARRANTIES, WHICH MAY BE GREATER THAN THE EXPRESS WARRANTIES PROVIDED HEREIN. IMPLIED WARRANTIES ARE UNWRITTEN WARRANTIES RELATING TO THE REASONABLE EXPECTATIONS OF A HOMEOWNER WITH REGARD TO THE CONSTRUCTION OF THE HOMEOWNER'S HOME, AS THOSE REASONABLE EXPECTATIONS ARE DEFINED BY THE COURTS ON A CASE BY CASE BASIS. TO THE EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES ASIDE FROM THOSE CONTAINED IN THIS DOCUMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS, MERCHANTABILITY, GOOD WORKMANSHIP, AND HABITABILITY, ARE HEREBY WAIVED. THOSE WARRANTIES HAVE BEEN REPLACED BY THIS EXPRESS, INSURANCE BACKED WARRANTY, WHICH I HAVE READ AND WHICH I UNDERSTAND.

All aspects of the home constructed or furnished by your Builder (including foundations and systems, as well as piping, wiring, duct work, attached garages and detached garages which were not installed by the Manufacturer) or any claims that arise out of your Builder's acts or omissions are excluded from this warranty protection and are not the responsibility of the Warrantor.

PLEASE NOTE: RWC offers separate warranty programs for Builders and Manufacturers. In order for the entire Home to be covered, including foundation, both the Builder and the Manufacturer should provide the applicable RWC warranty to the Purchaser. For FHA/VA Homes and in states where warranty coverage is mandatory, both parts of the RWC program may be required. Contact RWC for more information.

Insurer: Western Pacific Mutual Insurance Company, A Risk Retention Group

Exhibit "F"



RESIDENTIAL WARRANTY CORPORATION

5300 Derry Street, Harrisburg, PA 17111-3598

(717) 561-4480

Dear Home Buyer,

Congratulations on the purchase of your new Home. This is probably one of the largest, most important investments you've ever made and we wish you many years of enjoyment. You've chosen a Home built by a leading Manufacturer which includes the RWC Manufacturers Limited Warranty, assurance that your investment is well protected. This book explains the Manufacturers Limited Warranty in its entirety, and we encourage you to take time to READ IT CAREFULLY.

This Manufacturers Limited Warranty provides you with protection in accordance with this warranty book for ten full years of Home ownership. During the first year, your Manufacturer is responsible for specified warranty obligations. In the unlikely event your Manufacturer is unable or unwilling to perform, the Warranty is provided subject to the conditions, terms and exclusions listed. During the remaining nine years, the Insurer is responsible for specified warranty obligations relating to Major Structural Defects (MSD).

This is not a warranty service contract, but a written ten year Limited Warranty, which your Manufacturer has elected to provide with your Home.

Take time now to read this book. Familiarize yourself with the Warranty and its limitations. Contact your Builder regarding specific construction standards and how they apply to your Home.

Again, congratulations and enjoy your new Home!

Very truly yours,

RESIDENTIAL
WARRANTY
CORPORATION

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Section

I.

The Manufacturers Limited Warranty

A. INTRODUCTION

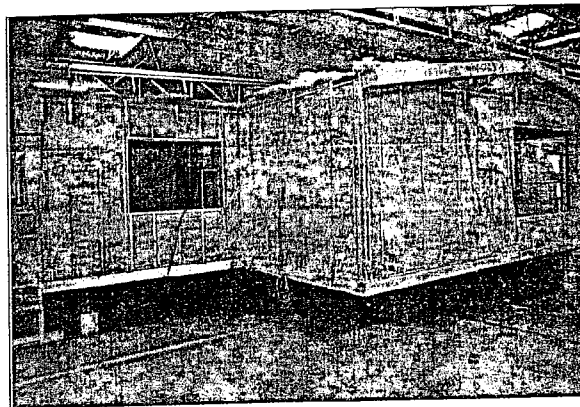
1. This book explains what this **Manufacturers Limited Warranty** on your **Home** covers, what it does not cover, how it works, and other details, conditions and limitations that apply. Some of the important terms contained in this **Manufacturers Limited Warranty** are defined in Section V. When reading this **Manufacturers Limited Warranty**, you will recognize the terms that are defined, because these words are in bold print, like this. Read this document in its entirety, including its definitions, to understand the protection it provides, the exclusions that apply, your responsibilities, how the **Warranty** is interpreted, and how it operates. If you have any questions, you may call RWC at (717) 561-4480.
2. This **Manufacturers Limited Warranty** will automatically transfer to a new Owner if you sell your **Home** during the ten (10) year term of the **Manufacturers Limited Warranty**.

B. WHAT YOUR MANUFACTURERS LIMITED WARRANTY COVERS

1. Beginning on the **Effective Date of Warranty**, your **Home** is warranted as follows:
 - a. Your **Manufacturer** warrants that, for a period of one (1) year, **Warranted Items** will function and operate as described in the **Warranty Standards** of Year One described in Section II.
 - b. **Major Structural Defects (MSD)** are warranted for ten (10) years.
 - c. *Damage caused by the Builder in construction of the foundation or erection of the unit onto the foundation is excluded.*
 - d. The **Manufacturer** is the **Warrantor** during Year 1 of this **Manufacturers Limited Warranty** and the **Insurer** is the **Warrantor** in Years 2-10.

C. RESPONSIBILITIES, LIMITATIONS, AND CONDITIONS

1. You are responsible for regular maintenance of your **Home** and surrounding areas. General and preventative maintenance is required to prolong your **Home's** life.
2. You are responsible for providing proof that a written, signed and dated walk-through inspection list of items in need of service was established within seven (7) business days from the date of delivery of your **Home**.
3. *There are no warranties that extend beyond the description contained in this **Manufacturers Limited Warranty**. To the extent permitted by law, all such other warranties, expressed or implied, including, but not limited to, implied warranties of fitness, merchantability, good*



workmanship and habitability are hereby waived.

4. You must obtain written authorization from the **Administrator** prior to incurring expenses. Costs incurred for unauthorized repairs to **Warranted Items** are not reimbursable.
5. It is anticipated that your **Manufacturer** will assign to you all manufacturers' warranties on products included in your **Home**. Neither the **Insurer** nor the **Administrator** will be liable for your **Manufacturer's** failure to do so. **Appliances** and similar products and **Equipment** are not covered by this **Manufacturers Limited Warranty**.
6. The **Warrantor** will repair, replace, or pay the reasonable cost of repair or replacement of **Defects**. In the case of a warranted **MSD**, the **Warrantor's** obligation is limited to actions necessary to restore the **MSD** to its load-bearing capacity. The aggregate cost to the **Warrantor** under this **Manufacturers Limited Warranty** shall not exceed an aggregate equal to the Limit of Liability as established by the **Manufacturer** on the **Manufactured Building Systems Enrollment Form**. The **Warrantor** in all cases shall choose whether to repair, replace, or make payment.
7. Actions taken to cure **Defects** will **NOT** extend the periods of coverage provided in this **Manufacturers Limited Warranty**.
8. If your **Manufacturer** fails to complete any part of the **Home** that is reasonably foreseeable to cause structural damage to the **Home**, then it is your responsibility to complete such parts of the **Home** to avoid the structural damage. If you fail to complete the work, any resulting structural damage is not covered under this **Manufacturers Limited Warranty**. The warranty period for any item completed after the **Effective Date of Warranty** shall be deemed to have commenced on the **Effective Date of Warranty**.
9. The **Warrantor** is not responsible for matching color, texture, or finish where materials must be replaced or repaired.

Section

L

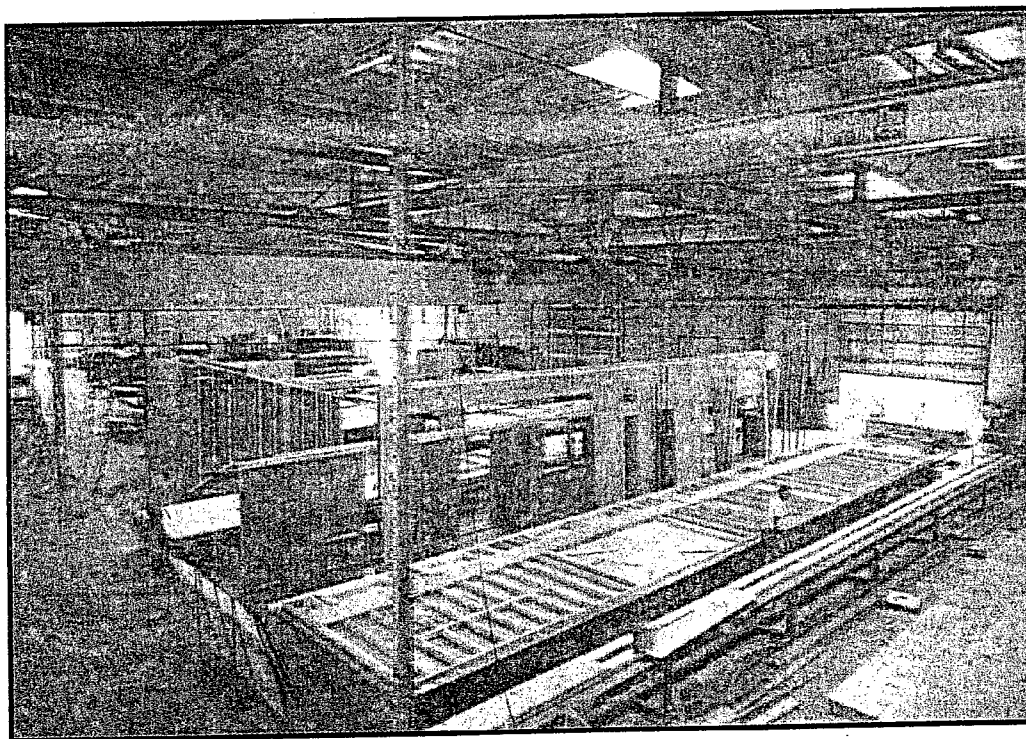
The Manufacturers Limited Warranty (continued)

D. WHAT YOUR MANUFACTURERS LIMITED WARRANTY DOES NOT COVER

All aspects of the Home constructed or furnished by your Builder (including foundations and systems, as well as piping, wiring, duct work, attached garages and detached garages which were not installed by the Manufacturer) or any claims that arise out of your Builder's acts or omissions are excluded from this warranty protection and are not the responsibility of the Warrantor.

This Manufacturers Limited Warranty does **NOT** cover:

1. Loss, damage or injury to land, persons, animals, personal property, and improvements or structures, other than **Warranted Items** in the **Home**.
2. Loss or damage which, directly or indirectly, results from or is made worse by the following:
 - a. Insects, birds, vermin, rodents, or wild or domestic animals.
 - b. Use of the **Home** for non-residential purposes.
 - c. Any condition which is covered by any other insurance or for which compensation is granted by Legislation.
 - d. Flood, surface water, waves, tidal water, spray from a body of water (whether or not driven by wind), water that backs up from sewers or drains, changes in the water table which were not reasonably foreseeable, water below the surface of the ground (including water which exerts pressure or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure), wetlands, springs or aquifers.
 - e. Deterioration due to normal wear and tear.
 - f. Dampness, condensation or heat build-up caused by your failure to maintain proper ventilation.
 - g. Material or work supplied by anyone other than your **Manufacturer** or your **Manufacturer's** employees, agents or subcontractors.
 - h. Failure to routinely and properly maintain your **Home** and the property on which your **Home** is located.
 - i. **Structurally Attached** decks, balconies, patios, porches, porch roofs and porticos.
 - j. Elements of the **Home** which are constructed in a way that is separate from foundation walls or other structural elements of the **Home** like, but not limited to, chimneys and concrete floors of basements and attached garages.
 - k. Any modification or addition to the **Home**, or the property under or around the **Home**, made after the **Effective Date of Warranty** (other than changes made in order to meet the obligations of this **Manufacturers Limited Warranty**).
 - l. The weight of a waterbed or any other type of furnishing or **Equipment** that exceeds the load-bearing design of the **Home**.
 - m. The presence of radon, formaldehyde, carcinogenic substances or other pollutants and contaminants, or the presence of hazardous or toxic materials within the **Home**.
 - n. Acts or omissions by you, your agents, employees, licensees, or invitees; accidents, riots, civil commotion, nuclear hazards, acts of God or nature, fire, explosion, blasting, smoke, drought, water escape, windstorms, tropical storms, hurricanes, hail, lightning, ice, snow, falling trees,



Section

I.

The Manufacturers Limited Warranty (continued)

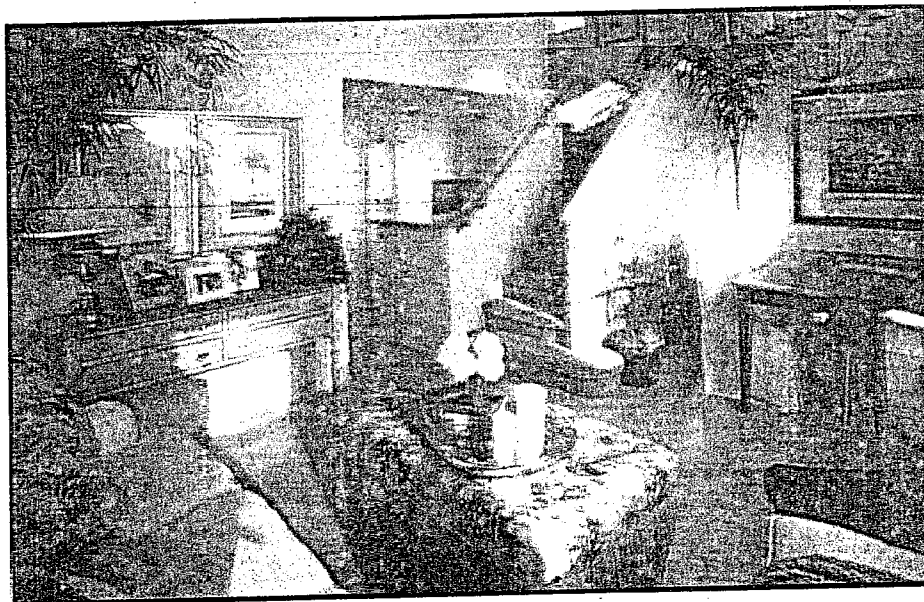
aircraft, vehicles, flood, mudslides, sinkholes, mine subsidence, faults, crevices, earthquake, land shock, waves or tremors occurring before, during or after a volcanic eruption, or manmade events such as war, terrorism, or vandalism.

- o. Your failure to minimize or prevent loss or damage in a timely manner.
- p. Improvements not part of the **Home** itself, including, but not limited to: recreational facilities; driveways; walkways; patios porches and stoops not **Structurally Attached** to the **Home**; decks and balconies which are not bolted to or cantilevered from the **Home**; boundary and/or retaining walls; bulkheads; fences; landscaping, sodding, seeding, shrubs, trees and plantings; subsurface drainage systems; lawn sprinkler systems; off site improvements, including streets, sidewalks, adjacent property and the like; garages or out buildings (except those which contain a **Heating, Ventilating and Cooling System, Plumbing System** or **Electrical System** serving the **Home**, and then only to the extent that these systems are affected). A detached garage or out building is one that is constructed on its own foundation separate and apart from the foundation of the **Home**. A breezeway, fence, utility line or similar union between the **Home** and a garage or out building does not cause it to be considered attached.
- q. Negligent operation of the **Home** or its systems by anyone other than your **Manufacturer**, its agents, employees or subcontractors.
- r. The **Water Supply System**, private or public, including volume and pressure of water flow and quality and potability of water.
- s. The **Sewage Disposal System**, private or public, including design.
- t. A swimming pool whether located within or



outside the **Home**.

- 1. Shipment/transportation and/or installation. The **Manufacturer** and/or **Installer** may have other insurance which may apply.
- 3. Your **Manufacturer's** failure to complete construction of the **Home**, or any portion of it, on or before the **Effective Date of Warranty**, or damages arising from such failure. An incomplete item is not considered a **Defect**. (Your **Manufacturer**, however, may be obligated to complete such items under separate agreements between you and your **Manufacturer**.)
- 4. A deficiency which does not result in actual physical damage or loss to the **Home**.
- 5. **Consequential Damages**.
- 6. Violation of applicable building codes or ordinances, unless such violation results in a **Defect** which is otherwise covered under this **Manufacturers Limited Warranty**. Under such circumstances, the obligation of the **Warrantor** under this **Manufacturers Limited Warranty** shall be only to repair the **Defect**, but not necessarily to restore or bring the **Home** into compliance with the codes or ordinances.
- 7. A **Defect** that is a subject of a request for warranty performance submitted to the **Administrator** after an

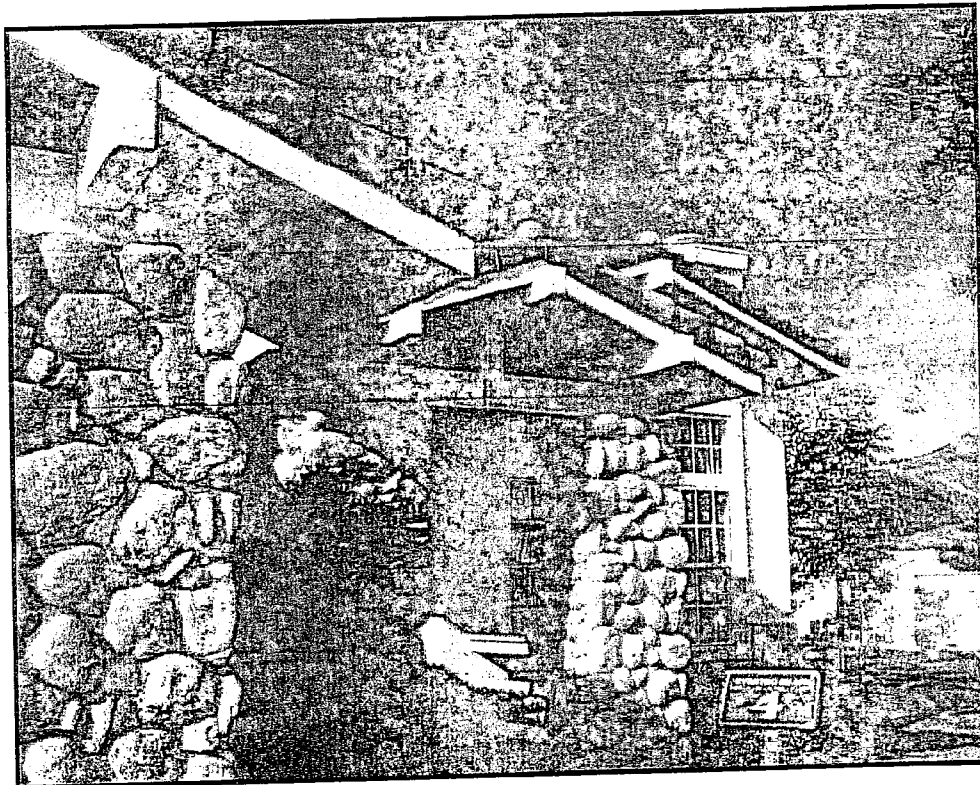


Section

I

The Manufacturers Limited Warranty (continued)

- unreasonable delay or later than thirty (30) days after the expiration of the applicable Warranty period.
8. A Defect that you repair without prior written authorization of the Administrator.
 9. The removal and/or replacement of items not covered by this **Manufacturers Limited Warranty**, like landscaping or personal property, and items not originally installed by your **Manufacturer**, like wallpaper, where removal and replacement are required to repair a Defect.
 10. Wiring, wires and cables that connect the **Home** to communication services like telephone, television, intercom, computer and security systems.
 11. **The Water Supply System**, including volume and pressure of water flow.
 12. **The Sewage Disposal System**, including design.
 13. Any Defect consisting of, caused by, contributed to, or aggravated by moisture, dampness, condensation, wet or dry rot, mold, mildew, fungus or rust.
 14. Sound transmission and sound proofing.
 15. **Appliances and Equipment** in your **Home**. The **Appliances and Equipment** in your **Home** may be covered by warranties issued by the manufacturers or suppliers, and your **Manufacturer** should pass these on to you. Damage caused by improper maintenance or operation, negligence, or improper service of these items by you or your agent will not be covered under this **Manufacturers Limited Warranty**.
 16. Elements of the **Home** which are constructed separate from foundation walls or other structural elements of the **Home**, like, but not limited to, chimneys and concrete floors of basements and attached garages.
 17. Improvements not part of the **Home** itself, including, but not limited to: recreational facilities; driveways; walkways; patios, porches and stoops not **Structurally Attached** to the **Home**; decks and balconies which are not bolted to or cantilevered from the **Home**; boundary and/or retaining walls; bulkheads; fences; landscaping, sodding, seeding, shrubs, trees and plantings; subsurface drainage systems; lawn sprinkler systems; off site improvements, including streets, sidewalks, adjacent property and the like; garages or out buildings (except those which contain a **Heating, Ventilating and Cooling System, Plumbing System or Electrical System** serving the **Home**, and then only to the extent that these systems are affected). A detached garage or out building is one that is constructed on its own foundation separate and apart from the foundation of the **Home**. A breezeway, fence, utility line or similar union between the **Home** and a garage or out building does not cause it to be considered attached.
 18. A swimming pool whether located within or outside the **Home**.
 19. Any item not listed as a **Warranted Item** in this **Manufacturers Limited Warranty**. The enumeration of the Exclusions above is not intended to be exhaustive of the items that are not covered by this **Manufacturers Limited Warranty**.



The following Warranty Standards are applicable only to Warranted Items stated in Section I of this Limited Warranty. Read Section I to determine if the following Warranty Standards apply. Some of the Standards listed may have been supplied or installed by your Builder and therefore would not be covered by the Manufacturer.

SECTION II.
WARRANTY STANDARDS
A. YEAR 1
COVERAGE ONLY

CATEGORY	OBSERVATION	ACTION REQUIRED	COMMENTS
1. FRAMING			
CEILING	1.1 Uneven ceiling	Manufacturer will correct if unevenness exceeds 1/4 in. within a 32 in. measurement.	Some minor framing imperfections should be expected.
FLOORING	1.2 High and low areas; separations between finished floor boards.	Manufacturer will correct if high or low areas exceed 1/4 in. within a 32 in. measurement or if separations exceed 1/4 in.	Some minor framing imperfections should be expected.
	1.3 Floor squeaks.	Manufacturer will correct if caused by a defective joist or improperly installed subfloor. Manufacturer will not be responsible for replacing installed drywall to under side of floor.	A squeak-proof floor cannot be guaranteed. Lumber shrinkage as well as temperature and humidity changes may cause squeaks.
ROOF	1.4 Split or warped rafters or trusses.	No action required.	Some splitting and warping is normal and is caused by high temperature effects on lumber.
WALL	1.5 Bow or bulge.	Manufacturer will correct if bow or bulge exceeds 1/4 in. within 32 in. horizontal or vertical measurement.	Minor framing imperfections should be expected.
	1.6 Out-of-plumb.	Manufacturer will correct where out-of-plumb condition exceeds 3/4 in. within 8 ft. vertical measurement.	Minor framing imperfections should be expected.
	1.7 Out-of-square.	No action required.	A wall out-of-square is not a Defect.
2. EXTERIOR			
Doors	2.1 Binds, sticks or does not latch.	Manufacturer will correct if caused by faulty workmanship or materials.	Seasonal changes may cause doors to expand and contract, and are usually temporary conditions. The Manufacturer is not responsible for minor adjustments.
	2.2 Wood door panel shrinks.	No action required.	Panels will shrink and expand and may expose unfinished surfaces.
	2.3 Warping.	Manufacturer will correct warping which exceeds 1/4 in., measured vertically, horizontally or diagonally.	Seasonal changes may cause doors to expand and contract, and are usually temporary conditions.
	2.4 Split in panel.	Manufacturer will correct if split allows the entrance of elements.	Splits which do not allow the entrance of elements are considered normal. Owner maintenance is required.
	2.5 Separation between door and weather stripping.	Manufacturer will correct if daylight is visible or if entrance of elements occurs under normal conditions.	Even with properly installed weather stripping, some movement of the door, when closed, may be expected. Owner maintenance is required for minor alterations to adjustable thresholds and other parts of the door.

SECTION III
WARRANTY STANDARDS
A. YEAR 1
COVERAGE ONLY

The following Warranty Standards are applicable only to Warranted Items stated in Section I of this Limited Warranty. Read Section I to determine if the following Warranty Standards apply. Some of the Standards listed may have been supplied or installed by your Builder and therefore would not be covered by the Manufacturer.

CATEGORY	OBSERVATION	ACTION REQUIRED	COMMENTS
2. EXTERIOR (CONTINUED)			
DOORS (CONTINUED)	2.6 Screen mesh is torn or damaged.	Manufacturer will correct only if damage is documented within seven (7) business days from delivery of Home.	Owner is responsible for providing proof that the damage was documented on a written, signed and dated walk-through inspection list within seven (7) business days from the date of delivery of Home.
ROOFING	2.7 Roof and roof flashing leaks.	Manufacturer will correct if leak occurs under normal conditions.	No action is required if leak is due to snow or ice buildup, high winds or driving rains. Owner maintenance is required.
	2.8 Lifted, torn or curled shingles.	Manufacturer will correct if due to poor installation, unless installed by Builder after unit is delivered to lot.	Owner maintenance is required.
	2.9 Inadequate ventilation.	Manufacturer will provide adequate ventilation.	Moisture accumulation in attics which are not adequately vented is a deficiency. Owner is responsible to keep existing vents clear of obstructions to promote air flow.
WALL COVERING	2.10 Entrance of elements through separations of siding or trim joints, or separations between trim and surfaces of masonry or siding.	Manufacturer will correct entrance of elements or separations exceeding 3/8 in. by caulking or other methods.	Any separations 3/8 in. or less are considered routine Owner maintenance.
	2.11 Siding materials deteriorate, delaminate or come loose.	Manufacturer will correct affected area if due to improper workmanship or materials.	Separated, loose or delaminated siding can also be due to improper maintenance. Wavy siding may be due to temperature changes and can be expected.
	2.12 Siding is wavy or has holes.	Builder is responsible only if installed improperly.	Siding can become wavy or fade. Check your manufacturer's warranty on this product for coverage regarding dents, holes, wind specifications, etc.
	2.13 Paint or stain peels or deteriorates.	Manufacturer will correct. If 75% of a particular wall is affected, the entire wall will be corrected. If Defect is due to delay in the set and finish by the Builder, Manufacturer will not be held responsible.	Some fading is normal and is caused by weathering. Mildew and fungus on siding are caused by climatic conditions and are considered routine maintenance. Varnish or lacquer will deteriorate quickly and is not covered by this Manufacturers Limited Warranty.
	2.14 Faulty application of primer and/or paint on wall and trim surfaces.	Manufacturer will correct primer only unless finish paint is applied prior to delivery by Manufacturer. If greater than 75% of wall or trim piece is affected, entire surface will be corrected.	Some minor imperfections such as overspray, brush marks, etc., are common and should be expected.
	2.15 Knot holes bleed through paint or stain.	Manufacturer will correct affected areas where excessive bleeding of knots appear.	Knot holes will be apparent depending on the quality of material used.
	2.16 Vent or louver leaks.	Manufacturer will correct if caused by improper installation.	Properly installed louvers or vents may at times allow rain or snow to enter under strong wind conditions and is not a deficiency.

The following Warranty Standards are applicable only to Warranted Items stated in Section 1 of this Limited Warranty. Read Section 1 to determine if the following Warranty Standards apply. Some of the Standards listed may have been supplied or installed by your Builder and therefore would not be covered by the Manufacturer.

SECTION II.
WARRANTY STANDARDS
A. YEAR 1
COVERAGE ONLY

CATEGORY	OBSERVATION	ACTION REQUIRED	COMMENTS
2. EXTERIOR (CONTINUED)			
WINDOWS	2.17 Condensation or frost on interior window surface.	No action required.	The normal temperature differences between windows and walls combined with the existence of high levels of humidity cause condensation. Today's energy efficient Homes and individual living habits contribute to excess humidity that can cause damage to your Home and furniture if not removed. Ventilate Home often and make use of a small dehumidifier to extract excess moisture from air.
	2.18 Clouding or condensation between panes of glass.	Manufacturer will correct only if documented within seven (7) business days from delivery of Home.	Owner is responsible for providing proof that the damage was documented on a written, signed and dated walk-through inspection list within seven (7) business days from the date of delivery of Home.
	2.19 Glass breakage.	Manufacturer will correct only if documented within seven (7) business days from delivery of Home.	Owner is responsible for providing proof that the damage was documented on a written, signed and dated walk-through inspection list within seven (7) business days from the date of delivery of Home.
	2.20 Excessive drafts and leaks.	Manufacturer will correct poorly fitted windows.	Some drafts are normally noticeable around windows, especially during high winds. It may be necessary for the Owner to have storm windows installed to provide a satisfactory solution in high wind areas. All caulking materials expand and contract due to temperature variation and dissimilar materials. Maintenance of weather stripping is Owner's responsibility.
	2.21 Difficult to open, close or lock.	Manufacturer will correct.	Windows should open, close and lock with reasonable pressure.

3. INTERIOR			
DOORS	3.1 Latch is loose or rattles.	No action required.	Some minor movement should be expected.
	3.2 Binds, sticks or does not latch.	Manufacturer will correct if due to faulty workmanship and materials.	Seasonal changes may cause doors to expand and contract, and are usually a temporary condition. The Manufacturer is not responsible for minor adjustments.
	3.3 Warping.	Manufacturer will correct warping which exceeds 1/4 in., measured vertically, horizontally or diagonally.	Seasonal changes may cause doors to expand and contract, and are usually a temporary condition.
	3.4 Excessive opening at bottom.	Manufacturer will correct gaps in excess of 1-1/2 in. between bottom of passage door and finished floor or 2 in. between bottom of closet door and finished floor. If floor covering is not provided by Manufacturer, Manufacturer cannot guarantee size of gap under door since all flooring material varies in thickness.	Gaps under doors are intended for air flow.
	3.5 Rubs on carpet.	Manufacturer will correct only if floor covering is provided by the Manufacturer.	Manufacturer is not responsible if Builder or Owner installs carpet.

SECTION II.
WARRANTY STANDARDS
A. YEAR 1
COVERAGE ONLY

The following Warranty Standards are applicable only to Warranted Items stated in Section I of this Limited Warranty. Read Section I to determine if the following Warranty Standards apply. Some of the Standards listed may have been supplied or installed by your Builder and therefore would not be covered by the Manufacturer.

CATEGORY	OBSERVATION	ACTION REQUIRED	COMMENTS
3. INTERIOR (CONTINUED)			
WALLS, CEILINGS, SURFACES, FINISHES & TRIM	3.6 Cracks and separations in drywall, lath or plaster; nail pops.	Manufacturer will correct cracks in excess of 1/8 in. in width. Manufacturer will correct nail pops which have broken finished surface. Repair cracks and touch up paint to match as close as possible, one time only. Such conditions should be reported near the end of Year 1 of the warranty period to allow for normal movement of the Home. Manufacturer will correct only if documented within seven (7) business days from delivery of Home.	Minor seam separations and cracks, as well as other slight imperfections, are common and should be expected. Minor depressions and slight mounds at nail heads are not Defects. Owner is responsible for providing proof that the damage was documented on a written, signed and dated walk-through inspection list within seven (7) business days from the date of delivery of Home.
	3.7 Lumps, ridges and nail pops in wallboard which appear after Owner has wall covering installed by himself or others.	No action required.	Owner should insure that surface to be covered is suitable for installation of wall covering.
	3.8 Surfaces deficiencies in finished woodwork.	Manufacturer will correct readily apparent splits, cracks, hammer marks and exposed nailheads only if documented within seven (7) business days from delivery of Home.	Owner is responsible for providing proof that the damage was documented on a written, signed and dated walk-through inspection list within seven (7) business days from the date of delivery of Home.
	3.9 Gaps between trim and adjacent surfaces, and gaps at trim joints.	Manufacturer will correct gaps in excess of 1/8 in. at trim joints and 1/4 in. between trim and adjacent surfaces.	Some separation due to lumber shrinkage is normal and should be expected.
	3.10 Cracks in ceramic grout joints.	Manufacturer will correct cracks in excess of 1/8 in. one time only.	Cracking of grout joints is common and is considered routine Owner maintenance unless excessive.
	3.11 Ceramic tile cracks or becomes loose.	Manufacturer will correct only if documented within seven (7) business days from delivery of Home.	Owner is responsible for providing proof that the damage was documented on a written, signed and dated walkthrough inspection list within seven (7) business days from the date of delivery of Home.
	3.12 Cracking or deterioration of caulking.	No action required.	All interior caulking shrinks and deteriorates. Owner maintenance is required.
	3.13 Wall or trim surfaces visible through paint.	Manufacturer will correct affected area. If greater than 75% of wall, trim piece, or ceiling is affected, entire surface will be corrected.	Some minor imperfections such as overspray, brushmarks, etc., are common and should be expected.
FLOOR COVERING	3.14 Resilient flooring comes loose at edge or bubbles.	Manufacturer will correct.	Owner maintenance required.
	3.15 Fades, stains or discolors.	Manufacturer will correct stains or spots only if documented within seven (7) business days from delivery of Home.	Fading is not a deficiency. Owner is responsible for providing proof that the damage was documented on a written, signed and dated walk-through inspection list within seven (7) business days from the date of delivery of Home.

The following Warranty Standards are applicable only to Warranted Items stated in Section 1 of this Limited Warranty. Read Section 1 to determine if the following Warranty Standards apply. Some of the Standards listed may have been supplied or installed by your Builder and therefore would not be covered by the Manufacturer.

SECTION II.
WARRANTY STANDARDS
A. YEAR 1
COVERAGE ONLY

CATEGORY	OBSERVATION	ACTION REQUIRED	COMMENTS
3. INTERIOR (CONTINUED)			
FLOOR COVERING (CONTINUED)	3.16 Premature wearing of carpet.	No action required.	Excessive wear in high-traffic areas such as entry ways and hallways is normal.
	3.17 Visible gaps at carpet seams.	Manufacturer will correct gaps, only if carpet installed by Manufacturer.	Seams will be apparent. Owner maintenance is required.
	3.18 Carpet becomes loose or buckles.	Manufacturer will correct only if carpet is installed by the Manufacturer.	Some stretching is normal. Owner should exercise care in moving furniture.
	3.19 Gaps at seams of resilient flooring.	Manufacturer will correct gaps of similar materials in excess of 1/8 in., and 3/16 in. where dissimilar materials abut.	Minor gaps should be expected. If Builder or Owner installs flooring and covering, subfloor preparation is Owner's responsibility. If subfloor repairs are made, the removal and replacement of Owner-installed floor covering is the Owner's responsibility.
	3.20 Fastener pops through resilient flooring.	Manufacturer will correct where fastener has broken through floor covering.	Sharp objects such as high heels, table and chair legs, can cause similar problems, and are not covered by this Manufacturers Limited Warranty.
	3.21 Ridges or depressions in resilient flooring at seams of subflooring.	Manufacturer will correct ridges or depressions which exceed 1/8 in. in height or depth.	This is determined by placing a 6 in. straight edge over ridge or depression, with 3 in. on either side, and measuring height or depth at sub-flooring seam.
	3.22 Cuts and gouges in any floor covering.	Manufacturer will correct only if documented within seven (7) business days from delivery of Home.	Owner is responsible for providing proof that the damage was documented on a written, signed and dated walk-through inspection list within seven (7) business days from the date of delivery of Home.
SUB-FLOORING	3.23 Loose subflooring.	Manufacturer will correct if due to a defective joist or improper fastening.	Lumber shrinkage as well as temperature and humidity changes may cause loose sub-flooring.

4. MECHANICAL			
ELECTRICAL	4.1 Circuit breakers trip excessively.	Manufacturer will correct if tripping occurs under normal usage. If Defect is caused by work done by Builder during electrical work done on site, Manufacturer will not be responsible.	Ground Fault Circuit Interrupters (GFCI) are intended to trip as a safety factor.
	4.2 Outlets, switches or fixtures malfunction.	Manufacturer will correct if caused by defective workmanship or materials.	Owner should exercise routine care and maintenance. Replacement of light bulbs is Owner's responsibility.
	4.3 Wiring fails to carry specified load.	Manufacturer will correct if failure due to materials or improper installation by Manufacturer.	Owner maintenance is required.

SECTION II.
WARRANTY STANDARDS
A. YEAR 1
COVERAGE ONLY

The following Warranty Standards are applicable only to Warranted Items stated in Section I of this Limited Warranty. Read Section I to determine if the following Warranty Standards apply. Some of the Standards listed may have been supplied or installed by your Builder and therefore would not be covered by the Manufacturer.

CATEGORY	OBSERVATION	ACTION REQUIRED	COMMENTS
3. MECHANICAL (CONTINUED)			
HEATING & COOLING	4.4 Condensation lines clog under normal use.	No action required.	Condensation lines will clog under normal conditions. Continued operation of drain lines requires Owner maintenance.
	4.5 Noisy duct work.	Manufacturer will correct oil canning noise if caused by improper installation.	When metal heats and cools, ticking and cracking may occur and are not covered by this Manufacturers Limited Warranty.
	4.6 Duct work separates.	Manufacturer will correct if failure due to materials or improper installation by Manufacturer.	Owner maintenance is required.
	4.7 Insufficient heating, if Manufacturer provided Heating system.	Manufacturer will correct if Heating System cannot maintain a 70 degree Fahrenheit temperature, under normal operating and weather conditions. Temperature shall be measured at a point 5 ft. above center of floor in affected area. On extremely cold days, a 6 degree difference between actual inside temperature and thermostat setting is acceptable. All rooms may vary in temperature by as much as 4 degrees.	Orientation of the Home, location of rooms and location of vents will also provide a temperature differential. There may be periods when outdoor temperature falls below design temperature thereby lowering temperature in the Home. Certain aspects of the Home including, but not limited to, expansive stairways, open foyers, sunrooms or cathedral ceilings may cause abnormal variation from these Warranty Standards and are not covered by this Manufacturers Limited Warranty.
	4.8 Insufficient cooling, if Manufacturer provided Cooling system.	Manufacturer will correct if Cooling System cannot maintain a 78 degree Fahrenheit temperature, under normal operating and weather conditions. Temperature shall be measured at a point 5 ft. above center of floor in affected area. On excessively hot days, where outside temperature exceeds 95 degrees Fahrenheit, a difference of 17 degrees from outside temperature will be difficult to maintain. All rooms may vary in temperature by as much as 4 degrees.	Orientation of the Home, location of rooms and location of vents will also provide a temperature differential. There may be periods when outdoor temperature rises above design temperature thereby raising temperature in the Home. Certain aspects of the Home including, but not limited to, expansive stairways, open foyers, sunrooms or cathedral ceilings may cause abnormal variation from these Warranty Standards and are not covered by this Manufacturers Limited Warranty.
	4.9 Refrigerant line leaks.	Manufacturer will correct.	Owner maintenance is required.
PLUMBING	4.10 Pipe freezes and bursts.	Manufacturer will correct if due to faulty workmanship or materials. The Manufacturer will not be responsible if the Defect is caused by inadequate insulation provided by the Builder or Owner on site.	Manufacturer is not responsible for installations, connections and adjustments made on site. Proper winterization of pipes is considered routine maintenance and Owner should maintain suitable temperatures inside the Home.
	4.11 Noisy pipe.	Manufacturer will correct hammering noise if caused by improper installation.	Some noise can be expected due to flow of water and pipe expansion. This is not a Defect.
	4.12 Plumbing fixtures and trim fittings leak or malfunction.	Manufacturer or Builder will correct if due to faulty workmanship and materials.	Owner maintenance is required. Owner is responsible for providing proof that the damage was documented on a written, signed and dated walk-through inspection list within seven (7) business days from the date of delivery of Home.

The following Warranty Standards are applicable only to Warranted Items stated in Section I of this Limited Warranty. Read Section I to determine if the following Warranty Standards apply. Some of the Standards listed may have been supplied or installed by your Builder and therefore would not be covered by the Manufacturer.

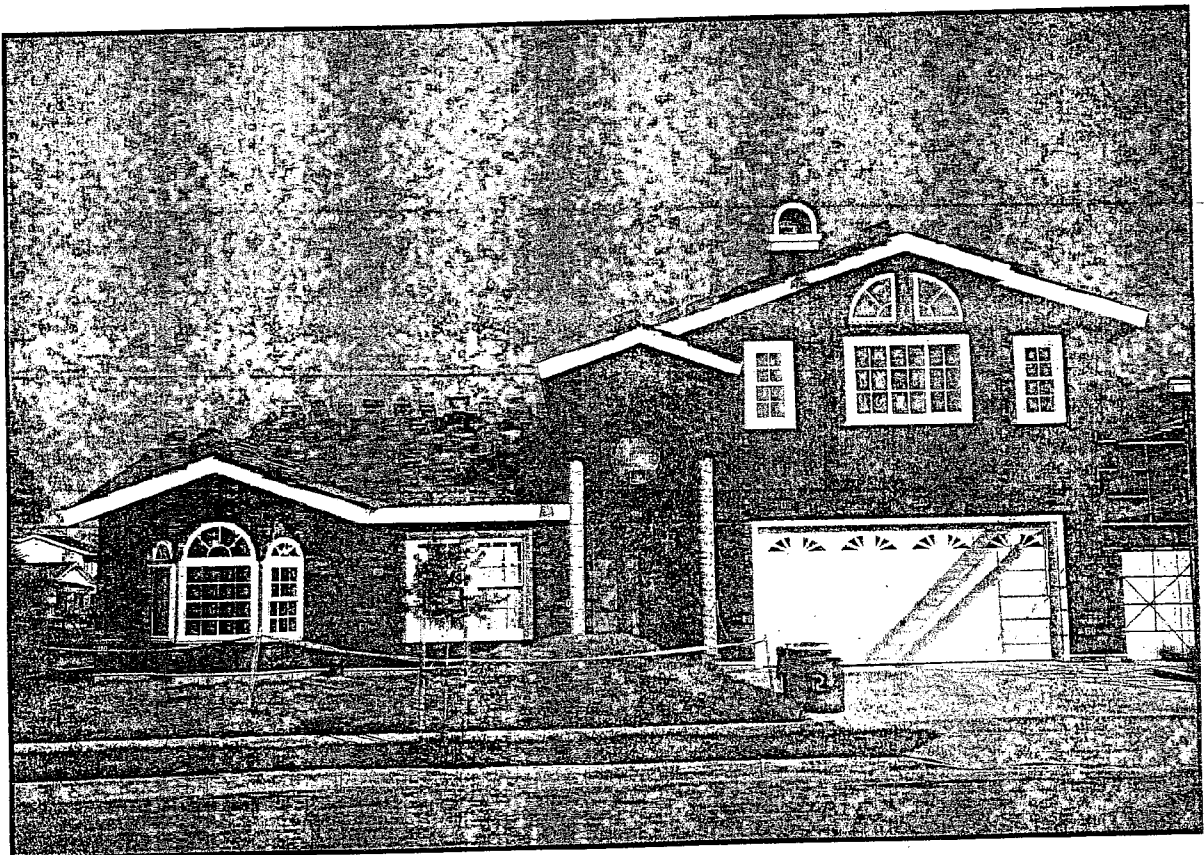
SECTION II.
WARRANTY STANDARDS
A. YEAR 1
COVERAGE ONLY

CATEGORY	OBSERVATION	ACTION REQUIRED	COMMENTS
4. MECHANICAL (CONTINUED)			
PLUMBING (CONTINUED)	4.13 Pipe leaks.	Manufacturer will correct if failure due to materials or improper installation by Manufacturer.	Condensation on pipes does not constitute leakage.
	4.14 Water supply stops.	Manufacturer will correct if due to faulty workmanship or materials inside the Home.	Drought or causes other than faulty workmanship and materials will not be covered under this Manufacturers Limited Warranty.
	4.15 Clogged drain or sewer.	Manufacturer will correct clog within structure provided by Manufacturer caused by faulty workmanship or materials.	Clogs and stoppages beyond the exterior wall are not covered by this Manufacturers Limited Warranty. Routine Owner maintenance and proper use is required.
5. SPECIALTIES			
BATHROOM & KITCHEN	5.1 Cabinet separates from wall or ceiling.	Manufacturer will correct separation in excess of 1/4 in.	Some separation is normal. Caulking is an acceptable method of repair.
	5.2 Crack in door panel.	Manufacturer will correct only if documented within seven (7) business days from delivery of Home.	Owner is responsible for providing proof that the damage was documented on a written, signed and dated walk-through inspection list within seven (7) business days from the date of delivery of Home.
	5.3 Warping of cabinet door or drawer front.	Manufacturer will correct if warp exceeds 3/8 in. as measured from cabinet frame.	Seasonal changes may cause warping and may be a temporary condition.
	5.4 Door or drawers do not operate.	Manufacturer will correct.	Owner maintenance is required.
	5.5 Chips, cracks, scratches on countertop, cabinet fixture or fitting.	Manufacturer will correct only if documented within seven (7) business days from delivery of Home.	Owner is responsible for providing proof that the damage was documented on a written, signed and dated walk-through inspection list within seven (7) business days from the date of delivery of Home.
	5.6 Delamination of countertop or cabinet.	Manufacturer will correct only if documented within seven (7) business days from delivery of Home.	Owner is responsible for providing proof that the damage was documented on a written, signed and dated walk-through inspection list within seven (7) business days from the date of delivery of Home.
	5.7 Cracks or chips in fixture.	Manufacturer will correct only if documented within seven (7) business days from delivery of Home.	Owner is responsible for providing proof that the damage was documented on a written, signed and dated walk-through inspection list within seven (7) business days from the date of delivery of Home.
INSULATION	5.8 Air infiltration around electrical receptacles.	No action required.	Air flow around electrical boxes is normal and is not a deficiency.

SECTION II.
WARRANTY STANDARDS
B. 10 YEAR MSD
COVERAGE ONLY

The following Warranty Standards are applicable only to Warranted Items stated in Section I of this Limited Warranty. Read Section I to determine if the following Warranty Standards apply. Some of the Standards listed may have been supplied or installed by your Builder and therefore would not be covered by the Manufacturer.

CATEGORY	OBSERVATION	ACTION REQUIRED	COMMENTS
B. TEN YEAR MSD COVERAGE			
Major Structural Defects	B. Major Structural Defects	The criteria for establishing the existence of a Major Structural Defect is set forth in Section V. L. of this Manufacturers Limited Warranty.	The Warrantor will correct Major Structural Defects, limited to such actions as are necessary to restore the load-bearing capability of the load-bearing component(s) affected by a Major Structural Defect. In the first year, your Manufacturer is responsible for correcting Major Structural Defects.



Section

III.

How to Request Warranty Performance

A. NOTICE TO WARRANTOR

If a Defect occurs, you MUST notify the Warrantor in writing as provided below. This written request for warranty performance must be postmarked no later than thirty (30) days after the expiration of the Applicable Warranty Period. For example, if the item is one which is warranted under the Manufacturer's one (1) year warranty period, a request for warranty performance must be postmarked no later than thirty (30) days after the end of the first year to be valid.

1. Notice to **Warrantor** in year one.
 - a. If a **Defect** occurs in year one, you must notify your **Builder** in writing. Your request for warranty performance must clearly describe the **Defect(s)** in reasonable detail.
 - b. A request for warranty performance to your **Builder** does not constitute notice to the **Administrator**, and it will not extend applicable coverage periods.
 - c. If a request for warranty performance to your **Builder** does not result in satisfactory action you must give written notice to the **Administrator** as provided in Subsection B below. Such notice to the **Administrator** must be postmarked within thirty (30) days of the expiration of the applicable coverage period or the request will be rejected as made untimely.
2. Notice to **Warrantor** for **Major Structural Defects** in years two through ten.
 - a. If a **Defect** related to a warranted **Major Structural Defect** occurs in years two through ten of the **Manufacturers Limited Warranty**, you must notify the **Administrator** in writing as provided in Subsection B below.
 - b. Your request for warranty performance must describe the defective condition in reasonable detail.



B. HOW TO NOTIFY THE ADMINISTRATOR

1. Written notice to the **Administrator** of a request for warranty performance must be sent by Certified Mail, Return Receipt Requested, to: **RWC Administrator**, 5300 Derry Street, Harrisburg, PA 17111-3598, Attention: Warranty Resolution Department.
2. Your notice to the **Administrator** must contain the following information:
 - a. Enrollment Number and **Effective Date of Warranty**;
 - b. Your **Manufacturer's** and **Builder's** name and address;
 - c. Your name, address, and telephone number (including home and work numbers);
 - d. A reasonably specific description of the **Defect(s)**;
 - e. A copy of any written notice to your **Builder**;
 - f. Photographs, if they would be helpful in describing the **Defect(s)**; and
 - g. A copy of each and every report you have obtained from any inspector or engineer.
3. *When a request for warranty performance is filed and the alleged Defect cannot be observed under normal conditions, it is your responsibility to substantiate that the need for warranty performance exists and to pay both the cost of the substantiation and the cost of correcting any damage done by such substantiation. If properly substantiated, your reasonable expenses in this regard will be reimbursed by the Warrantor.*

C. MEDIATION AND INSPECTION FOLLOWING A REQUEST TO ADMINISTRATOR FOR WARRANTY PERFORMANCE

1. Within thirty (30) days after the **Administrator** receives proper notice of a request for warranty performance, the **Administrator** may review and mediate your request by communicating with you, your **Manufacturer** and any other individuals or entities who the **Administrator** believes possesses relevant information.
2. At any time after the **Administrator** receives proper notice of your request for warranty performance, the **Administrator** may schedule an inspection of the alleged **Defect**. You must fully cooperate with the **Administrator** by providing reasonable access for such inspection and by providing any information requested of you by the **Administrator** regarding such **Defect**.
3. If your **Manufacturer** has defaulted regarding a year one **Defect** obligation for which the **Manufacturer** is the **Warrantor**, and you are entitled to a remedy under this **Manufacturers Limited Warranty**, prior to repair or replacement of the **Defect(s)**, you must pay to the **Administrator** a **Warranty Service Fee** of \$250.00.

Section

III.

How to Request Warranty Performance (Continued)

for each request for warranty performance. If the **Administrator** elects to pay you cash rather than to repair or replace the **Warranted Item**, the Warranty Service Fee will be subtracted from the cash payment due you.

4. During years two through ten, you must pay the **Administrator** a Warranty Service Fee of \$500.00 for each request for warranty performance regarding a **Major Structural Defect** prior to repair or replacement. If the **Administrator** elects to pay you cash rather than to repair or replace the **Warranted Item**, the Warranty Service Fee will be subtracted from the cash payment due you.

D. ARBITRATION

1. If after thirty (30) days the **Administrator** has not been able to successfully mediate your request, or at an earlier time when the **Administrator** believes that your **Manufacturer** and you are at an impasse, then the **Administrator** will notify you that your request has become an **Unresolved Warranty Issue**.
2. If the **Administrator** determines that an **Unresolved Warranty Issue** exists, either you or the **Warrantor** may request arbitration. Arbitration is the sole recourse for an **Unresolved Warranty Issue**. It is in lieu of court proceedings, the right to which is hereby waived, and the findings of the **Arbitrator** are *final and binding* on all parties with no right to an appeal.
3. To begin the arbitration process, you must give the **Administrator** written notice, requesting arbitration of the **Unresolved Warranty Issue**. If you make this request, you must pay the arbitration fees before the matter is submitted to the arbitration service. The **Arbitrator** has the power, however, at the close of the arbitration to charge this fee to any party or to split it between the parties.
4. Within twenty (20) days after the **Administrator** receives your written request and the arbitration fees your **Unresolved Warranty Issue** will be submitted to a neutral, reputable arbitration service experienced in arbitrating residential construction matters for resolution. The arbitration service will select a qualified **Arbitrator** to arbitrate the matter.
5. The arbitration will be conducted by an independent arbitration service upon which you and the **Administrator** agree and will be conducted in accordance with this **Manufacturers Limited Warranty** and the Federal Arbitration Act, 9 U.S.C. §§ 1 *et seq.* In the event that you and the **Administrator** do not agree on an independent arbitration service, either you or the **Administrator** may petition an appropriate court for appointment of an **Arbitrator**.
6. If any party begins litigation in violation of this Arbitration clause, that party must reimburse the other parties for their costs and expenses, including attorneys' fees incurred in seeking to dismiss such litigation.
7. Enforcement of Arbitration Award.
 - a. Except as provided in Subsection b. below:
 - i. For a year one **Defect**, the **Manufacturer** must comply with the **Arbitrator's Award** within sixty (60) days from the date the **Administrator** sends it to the **Manufacturer**.
 - ii. In years two through ten for a **Major Structural Defect**, the **Warrantor** must comply with the **Arbitrator's Award** within sixty (60) days from the date the **Administrator** receives it.



Section

III.

How to Request Warranty Performance (Continued)

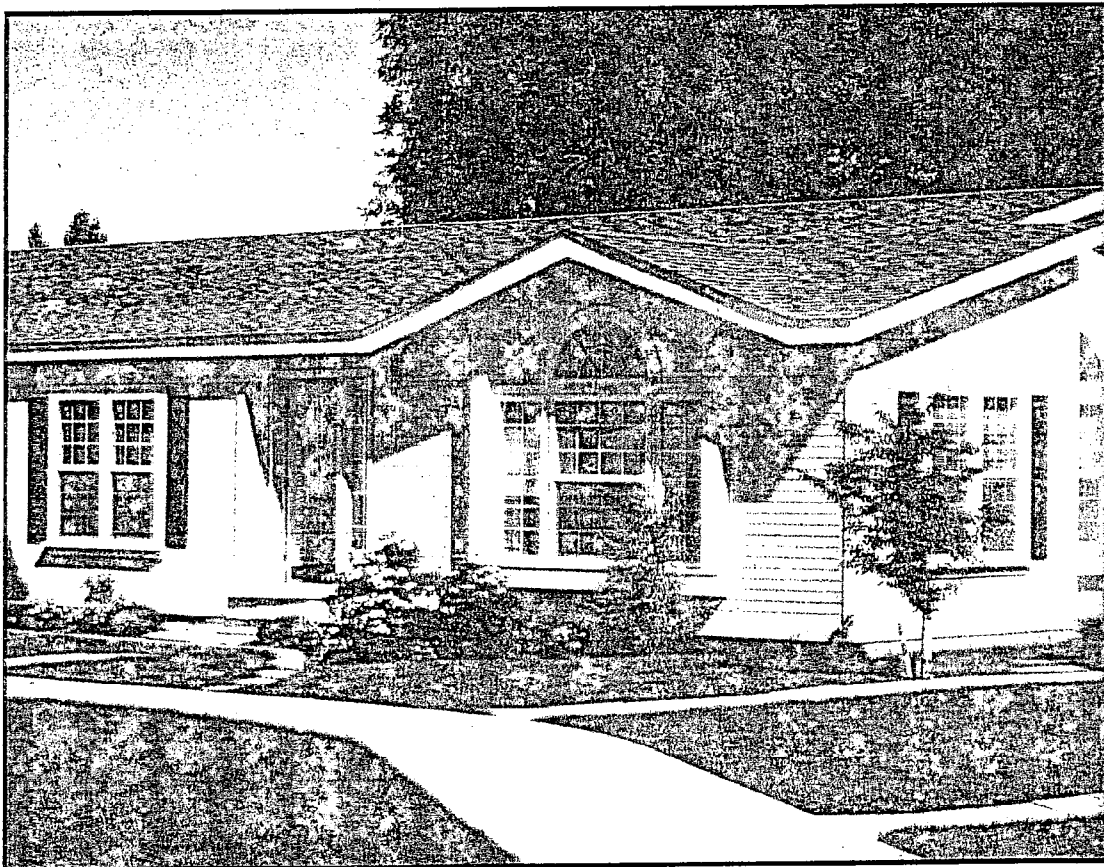
- b. The **Warrantor** must begin compliance as soon as possible and complete it within the sixty (60) day compliance period, except for repairs that would reasonably take more than sixty (60) days to complete for reasons including, but not limited to, inclement weather. In such circumstances, the **Warrantor** will complete such repairs or replacement as soon as possible without incurring overtime or weekend expenses.
- c. You may request a compliance arbitration within twenty (20) days after the sixty-day compliance period has expired by giving the **Administrator** written notice of your request. You must pay the fees for the compliance arbitration prior to the matter being submitted to the arbitration service.
- d. You must provide the **Warrantor** with reasonable weekday access to your **Home** during normal business hours so that it can perform its obligations. Failure by you to provide such access to the **Warrantor** may result in further damage that will not be covered by this **Manufacturers Limited Warranty** and may extend the time during which the **Warrantor** may fulfill its obligations.

E. CONDITIONS OF WARRANTY PERFORMANCE

1. Before the **Warrantor** pays for the reasonable cost of repair or replacement, you must sign and deliver to the **Manufacturer**, and/or the **Insurer**

and the **Administrator**, as applicable, a full and unconditional release, in recordable form, of all legal obligations with respect to the warranted **Defect(s)** and any conditions arising therefrom.

2. When repair or replacement of a warranted **Defect** has been completed, you must sign and deliver to the **Manufacturer** and/or the **Insurer** and the **Administrator**, as applicable, a full and unconditional release, in recordable form, of all legal obligations with respect to the warranted **Defect(s)** and any conditions arising therefrom. The repaired or replaced **Warranted Items** will continue to be warranted by the **Manufacturers Limited Warranty** for the remainder of the applicable periods of coverage.
3. If the **Warrantor** repairs, replaces or pays you the reasonable cost to repair or replace a **Warranted Item**, the **Warrantor** shall be subrogated to all your rights of recovery against any person or entity. You must execute and deliver any and all instruments and papers and take any and all other actions necessary to secure such right, including, but not limited to, assigning the proceeds of any insurance or warranties to the **Warrantor**. You shall do nothing to prejudice these rights of subrogation.



Section

IV.

Other Provisions that Apply to this Warranty

- A. This is **NOT** an insurance policy, a maintenance agreement or a service contract.
- B. This **Manufacturers Limited Warranty** provides coverage only in excess of coverage provided by other warranties or insurance, whether collectible or not.
- C. This **Manufacturers Limited Warranty** is binding on the **Manufacturer** and you and your heirs, executors, administrators, successors and assigns.
- D. This **Manufacturers Limited Warranty** shall be interpreted and enforced in accordance with the laws of the state in which the **Home** is located.
- E. This **Manufacturers Limited Warranty** is separate and apart from other contracts between you and your **Manufacturer**, including any sales agreements. It cannot be affected, altered or amended in any way by any other agreement, except as stated in Subsection F. below.
- F. This **Manufacturers Limited Warranty** cannot be modified, altered or amended except by a formal written instrument signed by you, your **Manufacturer**, and the **Administrator**.
- G. If any provision of this **Manufacturer's Limited Warranty** is determined by a court of competent jurisdiction to be unenforceable, that determination will not affect the validity of the remaining provisions.
- H. All notices required under this **Manufacturers Limited Warranty** must be in writing and sent by Certified Mail, Postage Prepaid, Return Receipt Requested, to the recipient's address shown in Section III.B.1. of the **Manufacturers Limited Warranty**, or to whatever address the recipient may otherwise designate in writing.
- I. If performance by the **Warrantor** under this **Manufacturers Limited Warranty** is delayed by an event beyond its control, such performance will be excused until the delaying effects of the event are remedied. Such events include, but are not limited to, acts of God or nature, acts of the common enemy, war, riot, civil commotion or sovereign conduct, or acts or omissions by you or a person or entity not a party to this **Manufacturers Limited Warranty**.
- J. In this **Manufacturers Limited Warranty**, reference to a person includes entities and vice versa. Use of the singular includes the plural. Use of one gender includes the other gender.

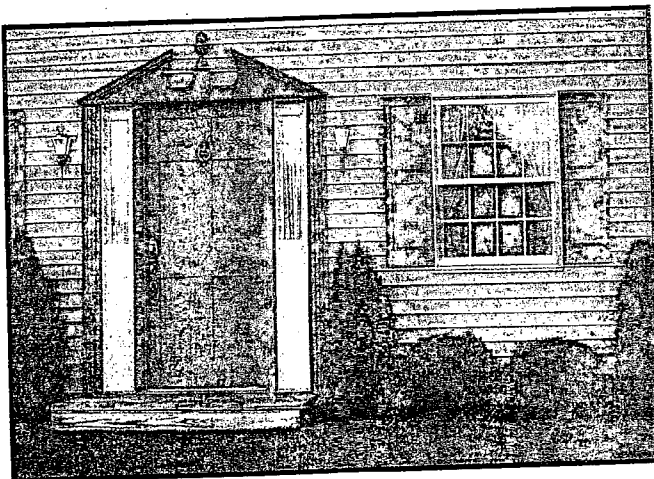
Section

V.

Definitions

To help you better understand certain terms in your Manufacturers Limited Warranty, the following definitions apply:

- A. **Administrator.** Residential Warranty Corporation (RWC) is the **Administrator** of this **Manufacturers Limited Warranty**. RWC is neither the **Warrantor** nor the **Insurer**.
- B. **Appliances and Equipment.** Water heaters, pumps, stoves, refrigerators, compactors, garbage disposals, ranges, dishwashers, washers and dryers, bathtubs, sinks, commodes, faucets, light fixtures, switches, outlets, thermostats, furnaces and oil tanks, humidifiers, oil purifiers, air conditioning materials, in house sprinkler systems, and similar items, including all attachments and appurtenances.
- C. **Arbitrator.** The person appointed by the independent arbitrator service to resolve an **Unresolved Warranty Issue**.
- D. **Builder.** The person or entity that built or erected the **Home** for the **Purchaser** on the **Purchaser's** site.
- E. **Consequential Damages.** All **Consequential Damages**, including but not limited to, damage to the **Home** that is caused by a warranted **Defect**, but is not itself a warranted **Defect**, as well as costs of shelter, transportation, food, moving, storage, or other incidental expenses related to relocation during repairs.
- F. **Defect.** A condition of a **Warranted Item** that, according to the **Warranty Standards** described in Section II or in Section V.L., requires action by the **Warrantor**. Failure to complete construction of the **Home** or any portion of the **Home**, in whole or in part, is not considered a **Defect**.
- G. **Effective Date of Warranty.** It is the date coverage begins as specified on the front cover of this **Manufacturers Limited Warranty** which is the date of delivery of the **Home** to the **Purchaser's** lot.
- H. **Electrical System.** All wiring, electrical boxes and connections, that provide electricity to the **Home** up to the house side of the meter base.
- I. **Heating, Ventilating, and Cooling System.** All ductwork, refrigerant lines, steam and water pipes, registers, convectors and dampers.
- J. **Home.** A single family dwelling which may be a two or more unit structure conveyed as a single unit pre-manufactured before delivery to the site.
- K. **Insurer.** Western Pacific Mutual Insurance Company, a Risk Retention Group (WPMIC). Located at 9265 Madras Ct, Littleton, CO 80130 Phone: 303-263-0311 (Refer to Section III. for instructions on requesting warranty performance).



Section

V.

Definitions (Continued)

L. Major Structural Defect (MSD). All of the following conditions must be met to constitute a **Major Structural Defect**:

1. Actual physical damage to one or more of the following specified load-bearing components of the **Home**;
2. Causing the failure of the specific major structural components; and
3. Which affects its load-bearing function to the degree that it materially affects the physical safety of the occupants of the **Home**.

Load-bearing components of the **Home** deemed to have **MSD** potential:

- a. roof framing members (rafters and trusses);
- b. floor framing members (joists and trusses);
- c. bearing walls;
- d. columns;
- e. lintels (other than lintels supporting veneers);
- f. girders; and
- g. load-bearing beams.

NOTE: *Foundation systems and footings are excluded because they were not installed by the Manufacturer.*

Examples of non-load-bearing elements deemed **NOT** to have **Major Structural Defect** potential:

- a. non-load-bearing partitions and walls;
- b. wall tile or paper, etc;
- c. plaster, laths or drywall;
- d. flooring and subflooring material;
- e. brick, stucco, stone, veneer or exterior wall sheathing;
- f. any type of exterior siding;
- g. roof shingles, sheathing and tar paper;
- h. Heating, Cooling, Ventilating, Plumbing, Electrical and mechanical Systems;
- i. Appliances, fixtures, or items of Equipment;
- j. doors, windows, trim, cabinets, hardware, insulation, paint and stains; and
- k. decks, porches and chimneys.

M. Manufactured Building Systems Enrollment Form. The form signed by the **Manufacturer** which identifies the serial number of the **Home**, the **Effective Date of Warranty** and the location of the **Home**.

N. Manufacturer. The person or entity which is a participating member of this Warranty Program and obtained this **Manufacturers Limited Warranty** for the **Purchaser**.

O. Manufacturers Limited Warranty. The terms and conditions contained in this book.

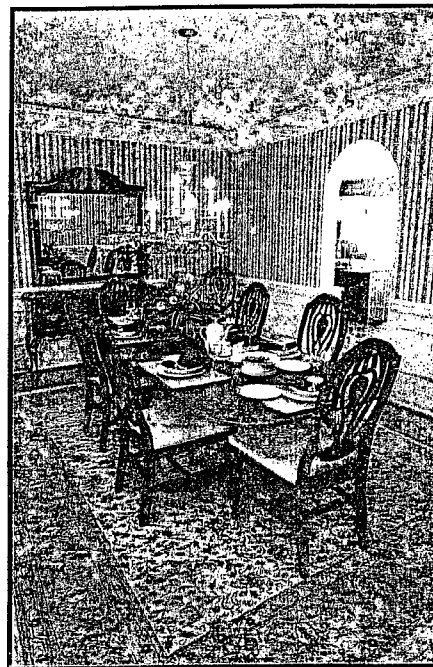
P. Owner. See **Purchaser**.

Q. Plumbing System. All pipes located within the **Home** and their fittings, including, but not limited to, gas supply lines and vent pipes.

R. Purchaser. You. The **Purchaser** includes the first buyer of the warranted **Home** and anyone who owns the **Home** during the warranty period.

S. Residence. See **Home**.

T. Sewage Disposal System. This System includes, but is not limited to, all waste, drainage, sewer pipes



and lines, cleanouts, tanks, pumps, drain fields and seepage pits, outside and beyond the exterior wall of the **Home**, whether the System is private or public.

U. Structurally Attached. An integral part of the **Home** being structurally supported by footings, block walls or reinforced concrete and connected to the foundation of the **Home**.

V. Unresolved Warranty Issue. All requests for warranty performance, demands, disputes, controversies and differences that may arise between the parties to this **Manufacturers Limited Warranty** that cannot be resolved among the parties. An **Unresolved Warranty Issue** may be a disagreement regarding:

- a. the coverages in this **Manufacturers Limited Warranty**;
- b. an action performed or to be performed by any party pursuant to this **Manufacturers Limited Warranty**;
- c. the cost to repair or replace any item covered by this **Manufacturers Limited Warranty**.

W. Warrantor. Your **Manufacturer** in year one and the **Insurer** in years two through ten and in year one if your **Manufacturer** defaults.

X. Warranted Items. Those items in the **Home** that are specifically identified in the **Warranty Standards** described in Section II, that can require action from the **Warrantor** if a **Warranty Standard** is not met.

Y. Warranty Standards. The standards, described in Section II, by which the condition of a **Warranted Items** will be judged to determine whether action by the **Warrantor** is required, and if so, the type of action that such condition requires of the **Warrantor**.

Z. Water Supply System. This System includes, but is not limited to, all supply and distribution pipes, fittings, valves, pumps and wells, outside the exterior wall of the **Home**, which supply water to the **Home**, whether public or private.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

RENEE L. KELLEY, and individual,

Plaintiff,

v.

COMMUNITY HOME SALES @
BRADFORD HEIGHTS, INC., a
Pennsylvania corporation; and
NEW ERA BUILDING SYSTEMS, INC.,
a foreign corporation registered to
conduct business in Pennsylvania,

Defendants.

Civil Action No. 2008-437-CD

Type of Pleading:

Entry of Appearance

Filed on behalf of Defendant:
New Era Building Systems, Inc.

Counsel of Record for this Party:

Tracey G. Benson, Esq.
Pa I.D. 34984
Adam J. Witmer, Esq.
Pa I.D. 92280

MILLER, KISTLER, CAMPBELL,
MILLER, WILLIAMS
& BENSON, INC.
124 North Allegheny Street
Bellefonte, PA 16823
(814) 355-5474

FILED *cc Atty Benson*
m/ 10:20am
APR 24 2008

(W)
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

RENEE L. KELLEY, and individual,

Plaintiff,

v.

COMMUNITY HOME SALES @
BRADFORD HEIGHTS, INC., a
Pennsylvania corporation; and
NEW ERA BUILDING SYSTEMS, INC.,
a foreign corporation registered to
conduct business in Pennsylvania,

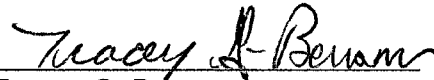
Defendants.

Civil Action No. 2008-437-CD

PRAECIPE FOR ENTRY OF APPEARANCE

To the Prothonotary of Said Court:

Please enter my appearance on behalf of defendant, New Era Building Systems, Inc., only, in the above captioned matter. All papers may be served on the undersigned for purposes of this action.



Tracey G. Benson

Adam J. Witmer

MILLER, KISTLER, CAMPBELL,
MILLER, WILLIAMS & BENSON, INC.
124 North Allegheny Street
Bellefonte, PA 16823
Telephone No. (814) 355-5474

Counsel for Defendant
New Era Building Systems, Inc.

Dated: April 23, 2008

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

RENEE L. KELLEY, and individual,

Plaintiff,

v.

Civil Action No. 2008-437-CD

COMMUNITY HOME SALES @
BRADFORD HEIGHTS, INC., a
Pennsylvania corporation; and
NEW ERA BUILDING SYSTEMS, INC.,
a foreign corporation registered to
conduct business in Pennsylvania,

Defendants.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing **Entry of Appearance**, was hereby served by depositing the same within the custody of the United States Postal Service, First Class, postage prepaid, addressed as follows:

Community Home Sales @ Bradford Heights, Inc.
1126 Old Town Road
Clearfield, PA 16830

Trudy G. Lumadue, Esq.
Naddeo & Lewis, LLC
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830

MILLER, KISTLER, CAMPBELL,
MILLER, WILLIAMS & BENSON INC.

By: Tracey G. Benson
Tracey G. Benson

Dated: April 23, 2008

FILED

APR 24 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

RENEE L. KELLEY, an
individual,
Plaintiff,

vs.

COMMUNITY HOME SALES @
BRADFORD HEIGHTS, INC., a
Pennsylvania corporation;
and NEW ERA BUILDING SYSTEMS,
INC., a foreign corporation
registered to conduct
business in Pennsylvania,
Defendants.

No. 2008-437-CD

Type of Pleading:

AFFIDAVIT OF SERVICE

Filed on behalf of:
Plaintiff

Counsel of Record for
this party:

Trudy G. Lumadue, Esq.
Pa I.D. 202049

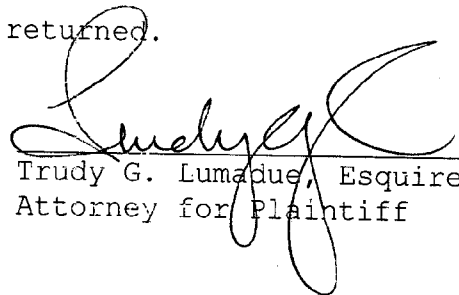
NADDEO & LEWIS, LLC.
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

Dated: April 25, 2008

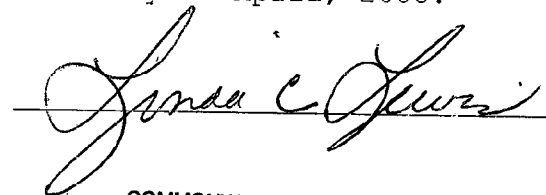
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1013:38301 Amy Lumadue
APR 25 2008
William A. Shaw
Prothonotary/Clerk of Courts

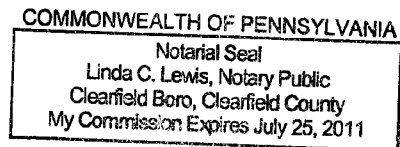
I, Trudy G. Lunadue, Esquire, attorney for the above named Plaintiff, being duly sworn according to law, depose and state that a certified copy of the Complaint filed in the above-captioned action was served upon the Defendant, Community Home Sales @ Bradford Heights, in accordance with Pa.R.C.P.M.D.J. 1005(D) by first-class mail, restricted delivery, return receipt requested, and by regular first-class mail on April 1, 2008, to the Defendant's address as shown in the magisterial district judge records at 1126 Old Town Road, Clearfield, Pennsylvania 16830, as appears from the receipt of Certified Mail attached hereto. The receipt of certified mail was returned unsigned and undelivered.

The regular first-class mail addressed to the same address of Defendant on the same date was not returned.


Trudy G. Lumadue, Esquire
Attorney for Plaintiff

SWORN and SUBSCRIBED before me this 25th day of April, 2008.





RESTRICTED
DELIVERY

FINAL NOTICE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Community Home Sales
Attn: Erika Mann
1126 Old Town Road
Clearfield, PA 16830

2. Article Number
(Transfer from service label)

PS Form 3811, February 2004

7007 2560 0002 6023 JJJL

Domestic Return Receipt

102595-02-14-15-10

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

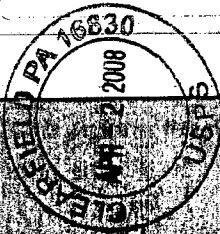
3. Service Type

- ☒ Certified Mail ☐ Express Mail
- ☐ Registered ☐ Return Receipt for Merchandise
- ☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☒ Yes

RESTRICTED
DELIVERY



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

RENEE L. KELLEY, and individual,

Plaintiff,

v.

COMMUNITY HOME SALES @
BRADFORD HEIGHTS, INC., a
Pennsylvania corporation; and
NEW ERA BUILDING SYSTEMS, INC.,
a foreign corporation registered to
conduct business in Pennsylvania,

Defendants.

Civil Action No. 2008-437-CD

Type of Pleading:

Preliminary Objections

Filed on behalf of Defendant:

New Era Building Systems, Inc.

Counsel of Record for this Party:

Tracey G. Benson, Esq.

Pa I.D. 34984

Adam J. Witmar, Esq.

Pa I.D. 92280

MILLER, KISTLER, CAMPBELL,

MILLER, WILLIAMS

& BENSON, INC.

124 North Allegheny Street

Bellevue, PA 16823

(814) 355-5474

FILED
MAY 08 2008
William A. Shaw
Prothonotary/Clerk of Courts

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW**

RENEE L. KELLEY, an individual,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. 2008-437-CD
)	
COMMUNITY HOME SALES @)	
BRADFORD HEIGHTS, INC., a)	
Pennsylvania corporation; and)	
NEW ERA BUILDING SYSTEMS, INC.,)	
a foreign corporation registered to)	
conduct business in Pennsylvania,)	
)	
Defendants.)	

**PRELIMINARY OBJECTIONS OF DEFENDANT
NEW ERA BUILDING SYSTEMS, INC.**

Defendant, New Era Building Systems, Inc. ("New Era"), by its counsel Tracey G. Benson, Esquire and Miller, Kistler, Campbell, Miller, Williams & Benson, Inc. responds to the Complaint of plaintiff Renee L. Kelley ("Kelley"), by interposing preliminary objections, as follows:

I. MOTIONS TO STRIKE PURSUANT TO PA.R.CIV.P. 1028(a).

A. Motion to Strike For Failure To Plead Claim Based On Writing Pursuant to Pa.R.Civ.P. 1019(h) and (i).

1. According to the docket sheet maintained by the Clearfield County Prothonotary, the instant action was filed as a district justice appeal on or about March 12, 2008.
2. On or about December 31, 2007, an action was filed before District Justice Michael A. Rudella, involving cross complaints, at docket no. CV-0000365-07. As a

result of that action, a judgment was entered in favor of plaintiff Kelley, and against defendant Community Home Sales, Inc. ("Community") in the amount of \$5,375.80. A judgment in the like amount was entered in favor of plaintiff Community against defendant Kelley. Plaintiff Kelley subsequently filed an appeal to this Court, on or about March 12, 2008. Plaintiff filed the instant Complaint on or about April 1, 2008.

3. The instant Complaint names two separate defendants: Community Home Sales @ Bradford Heights, Inc. ("Community"); and New Era Building Systems, Inc. ("New Era").

4. Plaintiff alleges in Count II of her Complaint that Community is "an authorized dealer of New Era Building Systems, Inc."

5. Plaintiff further alleges in paragraph 5 of her Complaint that New Era was a "merchant" of goods in the form of a Windsor Castle, Modular C231 Raglan manufactured home. (Complaint, ¶5).

6. In paragraph 6 of her Complaint, Kelley alleges that defendant Community was "an authorized dealer and seller of New Era and its predecessor's products. . . ." Plaintiff further alleges in paragraph 7 of the Complaint that Community was a "seller" of goods pursuant to the Pennsylvania Commercial Code.

7. Plaintiff alleges in paragraph 8 of the Complaint that she and her husband (now deceased) met with a representative of Community in February of 2006 to discuss purchase of a modular home. Plaintiff further alleges in paragraph 9 of her Complaint, the following:

9. On or about May 2006, Plaintiff and Mr. Kelley signed a purchase agreement with Community and/or New Era (or otherwise similarly named document) which confirmed the order and specifications of the modular home purchased by Plaintiff, namely a 27.7 x 62, Windsor Castle Modular C231 Reglan for the purchase price (hereinafter "Modular Home") of \$93,651.50.

(Complaint, ¶9). Plaintiff alleges that she never received a copy of the alleged written purchase agreement. (Complaint, ¶10).

8. Plaintiff alleges that she made several payments to Community in an amount totaling \$93,000.00, in return for keys to the home. (Complaint, ¶¶ 14 & 16).

9. Plaintiff also alleges that the modular home was delivered by Community to her property, and set on a foundation by "agents and employees of Community." (Complaint, ¶¶13 & 15).

10. The gravamen of plaintiff's Complaint is that the modular home that she purchased from Community contains various defects which are alleged to be contrary to her purchase contract, and are alleged to diminish the value of the home.

11. Pursuant to Pa.R.Civ.P. 1019(h), plaintiff is required to plead whether her claim against New Era is based upon an agreement, and if so, whether the agreement is oral or written. Rule 1019(i) requires that plaintiff attach any such writing, or alternatively, that she plead the reason why such writing is not accessible to her and "to set forth the substance in writing."

12. Plaintiff has attached to the Complaint as Exhibit A a writing from defendant Community Home Sales, Inc. that itemizes pricing for a "27.7 x 62 Windsor Castle Modular C231 Roglan" home. There is nothing contained in Exhibit A to suggest

that defendant New Era was a party to any written contract between plaintiff and defendant Community.

13. Because plaintiff has alleged that she had a written contract with Community, and because plaintiff has attached to her Complaint as Exhibit A, a writing consistent with that allegation, she should be required to plead with equal specificity any claim against New Era that is based upon any writing or oral agreement between plaintiff and New Era.

WHEREFORE, defendant New Era Building Systems, Inc. moves to strike plaintiff's Complaint for failure to comply with the pleading requirements of Rule 1019(h) and (i).

**B. Motion to Strike For Failure To File Certificate of Merit
Or In the Alternative, For Lack Of Specificity.**

14. Defendant New Era incorporates by reference herein the averments contained in paragraph 1 through and including 14 of these preliminary objections, as though set forth in full.

15. In Count II of the Complaint, plaintiff asserts a cause of action for "negligent manufacture and delivery."

16. Throughout Count II of the Complaint, plaintiff asserts various allegations that New Era was "responsible for the engineering" of the modular home ordered by plaintiff (Complaint, ¶63), and that New Era was negligent or otherwise liable to plaintiff for failure to "properly engineer" the modular home as ordered by the plaintiff. (Complaint, ¶¶ 65, 67, 69 & 73).

17. As alleged in the Complaint, Count II purports to assert a cause of action sounding in professional negligence based upon "engineering" services allegedly negligently rendered by New Era, and any of its unnamed engineering employees, in connection with design or construction of plaintiff's modular home. As such, plaintiff's claim is subject to the rules governing professional liability actions contained in Pa.R.Civ.P. 1042.1 through 1042.8.

18. Plaintiff's Complaint does not have attached thereto any Certificate of Merit as required by Pa.R.Civ.P. 1042.3.

19. In the alternative, and in the event plaintiff's negligent engineering claims are not directed to any type of licensed professional falling within the scope of the rules, then Count II of plaintiff's Complaint fails to conform to the rules of court which require that "the material facts on which a cause of action or defense is based shall be stated in a concise and summary form." Pa.R.Civ.P. 1019(a).

20. Because Count II of plaintiff's Complaint raises a claim for negligent engineering, and/or because it cannot be determined from the face of the Complaint whether the averments contained in Count II are subject to the Certificate of Merit requirements contained in Pa.R.Civ.P. 1042.3, Count II of the Complaint should be stricken. In addition, Count II fails to plead any facts sufficient to establish the breach of any standard of engineering design that plaintiff will assert in support of her claim of improper engineering or negligent manufacture or deliver.

WHEREFORE, defendant New Era Building Systems, Inc. moves to strike Count II of the Complaint for failure to conform to the applicable rules of court, as required by

Pa.R.Civ.P. 1028(a)(2). In the alternative, defendant New Era prays that plaintiff be required to file a more specific complaint asserting any claim premised upon "negligent engineering" theories.

C. Motion To Strike For Failure To Plead Material Facts Upon Which Cause Of Action Is Based Pursuant To Pa.R.Civ.P. 1019(a) And (h).

21. Defendant New Era incorporates by reference herein the averments contained in paragraph 1 through and including 20 of these preliminary objections, as though set forth in full.

22. In paragraph 9 of her Complaint, plaintiff asserts the bald allegations, with no supporting factual averments, that she "signed a purchase agreement with Community and/or New Era (or otherwise similarly named document)" which "confirmed the order and specifications of the modular home purchased by Plaintiff. . . ."

23. Apart from this unsubstantiated allegation that plaintiff had some type of an agreement with New Era, she has attached no document, and pleaded no facts suggesting any direct contact or dealings between plaintiff and New Era with respect to the specification, purchase, or payment of the modular home here at issue. In fact, all of the averments contained in the Complaint that pertain to activities related to discussion, specification, ordering, payment and installation of the modular home, pertain to plaintiff and defendant Community. (See Complaint, Exhibit A).

24. In its current form, the Complaint is defectively vague and nonspecific with respect to the factual basis for plaintiff's claims being asserted against New Era. Accordingly, defendant moves to strike the Complaint in its entirety because it fails to

confirm to applicable rules and Pennsylvania law that require pleading of material facts on which a cause of action is based in a concise and summary form.

WHEREFORE, defendant New Era Building Systems, Inc. moves to strike plaintiff's Complaint in its entirety for failure to contain sufficient factual allegations against this defendant as required by the Pennsylvania Rules of Civil Procedure.

II. DEMURRERS PURSUANT TO PA.R.CIV.P. 1028(a)(4)

A. Demurrer to Count II - Negligent Manufacturer And Delivery (Renee L. Kelley v. New Era Building Systems, Inc.)

25. Defendant New Era incorporates by reference herein the averments contained in paragraph 1 through and including 24 of these preliminary objections, as though set forth in full.

26. In Count II of her Complaint, plaintiff alleges the following:

62. That Defendant, New Era, was responsible for manufacturing and delivering the Modular Home ordered by Plaintiff to specification and pursuant to the Purchase Agreement entered into between Plaintiff and Community.

63. That New Era is responsible for the engineering and manufacturing of the Modular Home as ordered by Plaintiff.

64. That New Era is further responsible for delivering to Plaintiff the Modular Home as ordered.

65. That New Era failed to properly engineer the same as specified and ordered by Plaintiff.

66. That New Era failed to deliver the Modular Home as purchased and ordered by Plaintiff.

27. According to paragraph 62 of the Complaint, plaintiff entered into the alleged Purchase Agreement with Community. (See Complaint, Exhibit A). Although

plaintiff alleges that New Era was "responsible for delivering to plaintiff the modular home as ordered," (Complaint, ¶63), plaintiff alleged in paragraphs 14 and 15 of the Complaint that the modular home was installed on plaintiff's foundation by Community (Complaint, ¶15), and that plaintiff's payments for the home were made directly to Community (Complaint, ¶¶14 & 16).

28. In order to recover against New Era based upon a negligence theory, plaintiff must plead and prove the following: 1) a duty owed to the plaintiff by New Era; 2) breach of that duty; 3) harm caused by alleged breach; and 4) damages.

29. Because Count II of plaintiff's Complaint fails to plead facts sufficient to establish any duty owed to plaintiff by New Era, or any breach thereof as a cause of plaintiff's alleged harm, Count II fails to state a cause of action against New Era for any alleged "negligent manufacture and delivery."

30. The gist of plaintiff's action is that she sustained a diminution in value of the modular home -- purely economic losses -- as a result of alleged design and/or manufacturing defects. The general rule of law in Pennsylvania is that economic losses may not be recovered in tort (negligence) absent some allegation of physical injury or property damage. Spivack v. Berks Ridge Corporation, 402 Pa.Super. 73, 586 A.2d 402 (1991) (court properly sustained preliminary objection to claim of negligent construction and design asserted against builder of condominium in absence of allegations detailing either personal injury or damage to condominium caused by builder's actions); Jones v. General Motors Corporation, 428 Pa.Super. 544, 631 A.2d

665 (1993)(negligence theories do not apply to a defective product where the only damage is to the product itself).

31. Count II of plaintiff's Complaint fails to plead any tort claim sounding in negligence for the simple reason that no such cause of action is cognizable in the context of the product defects alleged in the Complaint.

32. Plaintiff also alleges in paragraphs 74 - 77 of the Complaint that in an attempt to rectify alleged problems with her modular home, she spent time which took away "from her duties as a mother and homemaker to deal with these matters," and for which she seeks recovery for the "reasonable value of her services" and "her inconvenience."

33. Pursuant to Pennsylvania law, there is no recovery for intangible damages sought by plaintiff as set forth in paragraphs 74 through 77 of the Complaint, in the context of an action for alleged defects in goods supplied.

34. Defendant New Era demurs to the claims for damages of an intangible nature asserted in paragraphs 74 through 77 of the Complaint.

WHEREFORE, Defendant New Era Building Systems, Inc. interposes this demurrer to the cause of action and claims for damages contained in Count II of the Complaint, and prays that Count II be dismissed.

**B. Demurrer to Count III - Breach of Express Warranty
(Renee L. Kelley v. Community Home Sales @ Bradford Heights,
Inc. and New Era Building Systems, Inc.)**

35. Defendant New Era incorporates by reference herein the averments contained in paragraph 1 through and including 34 of these preliminary objections, as though set forth in full.

36. Plaintiff has asserted in Count III of her Complaint a cause of action for breach of express warranty, as against both defendant Community and defendant New Era. Although the warranties are alleged to be embodied by documents attached to the Complaint as Exhibits "C" and "D," it appears that the warranty documents upon which plaintiff intends to rely are actually attached to the Complaint as Exhibits "E and F," respectively.

37. Exhibit E is entitled "Castle Service Procedures" and purports to outline the scope of the manufacturer's warranty extended for the first year following delivery of the home. The service procedures set forth in Exhibit E, however, are incorporated by reference into a document attached to the Complaint as Exhibit F, entitled "The Limited Warranty." This document is a "10 Year Written Warranty For Manufactured Building Systems" and provides the warranty issued by the manufacturer "New Era," with respect to the modular home. By its terms, The Limited Warranty encompasses the manufacturer's warranty for the first year, as well as a warranty for Major Structural Defects for 10 years. (See Complaint, Exhibit F, Section 1(A) & (B)).

38. The scope of the manufacturer's limited warranty is defined as follows:

B. *WHAT YOUR MANUFACTURERS LIMITED WARRANTY COVERS*

1. Beginning on the **Effective Date of Warranty**, your **Home** is warranted as follows:
 - a. Your **Manufacturer** warrants that, for a period of one (1) year, **Warranted Items** will function and operate as described in the **Warranty Standards** of Year One described in Section II.
 - b. **Major Structural Defects (MSD)** are warranted for ten (10) years.
 - c. *Damage caused by the Builder in construction of the foundation or erection of the unit onto the foundation is excluded.*
 - d. The **Manufacturer** is the **Warrantor** during Year 1 of this **Manufacturers Limited Warranty** and the **Insurer** is the **Warrantor** in Years 2 -10.

(See Complaint, Exhibit F)(emphasis in original). Accordingly, all warranty claims regarding plaintiff's home fall within the scope of The Limited Warranty that plaintiff has attached to her Complaint as Exhibit F. This is true whether the warranty claim is asserted against the manufacturer (the warrantor during year one), or against the insurer (the warrantor in years 2 - 10).

39. Pursuant to Section III(C) of The Limited Warranty, a mediation and inspection procedure exists to resolve any and all warranty claims arising to a modular home subject to The Limited Warranty, as follows:

C. *MEDIATION AND INSPECTION FOLLOWING A REQUEST TO ADMINISTRATOR FOR WARRANTY PERFORMANCE*

1. Within thirty (30) days after the **Administrator** receives proper notice of a request for warranty performance, the **Administrator** may review and mediate your request by communicating with you, your **Manufacturer** and any other individuals or entities who the **Administrator** believes possesses relevant information.

2. At any time after the **Administrator** receives proper notice of your request for warranty performance, the **Administrator** may schedule an inspection of the alleged Defect. You must fully cooperate with the **Administrator** by providing reasonable access for such inspection and by providing any information requested of you by the **Administrator** regarding such Defect.
3. If your **Manufacturer** has defaulted regarding a year one **Defect** obligation for which the **Manufacturer** is the **Warrantor**, and you are entitled to a remedy under this **Manufacturers Limited Warranty**, prior to repair or replacement of the **Defect(s)**, you must pay to the **Administrator** a Warranty Service Fee of \$250.00 for each request for warranty performance. If the **Administrator** elects to pay you cash rather than to repair or replace the **Warranted Item**, the Warranty Service Fee will be subtracted from the cash payment due you.
4. During years two through ten, you must pay the **Administrator** a Warranty Service Fee of \$500.00 for each request for warranty performance regarding a **Major Structural Defect** prior to the repair or replacement. If the **Administrator** elects to pay you cash rather than to repair or replace the **Warranted Item**, the Warranty Service Fee will be subtracted from the cash payment due you.

(See Complaint, Exhibit F)(emphasis in original).

40. Pursuant to Section III(D) of The Limited Warranty, the parties have waived all resort to litigation in connection with unresolved warranty issues, and in lieu thereof, agreed to submit all such claims to binding arbitration pursuant to the procedure contained in The Limited Warranty, as follows:

D. **ARBITRATION**

1. If after thirty (30) days the **Administrator** has not been able to successfully mediate your request, or at an earlier time when the **Administrator** believes that your **Manufacturer** will notify you that your request has become an **Unresolved Warranty issue**.

2. If the **Administrator** determines that an **Unresolved Warranty Issue** exists, either you or the **Warrantor** may request arbitration. Arbitration is the sole recourse for an **Unresolved Warranty Issue**. It is in lieu of court proceedings, the right to which is hereby waived, and the findings of the **Arbitrator** are **final and binding** on all parties with no right to an appeal.
3. To begin the arbitration process, you must give the **Administrator** written notice, requesting arbitration of the **Unresolved Warranty Issue**. If you make this request, you must pay the arbitration fees before the matter is submitted to the arbitration service. The **Arbitrator** has the power, however, at the close of the arbitration to charge this fee to any party or to split it between the parties.
4. Within twenty (20) days after the **Arbitrator** receives your written request and the arbitration fees, your **Unresolved Warranty Issue** will be submitted to a neutral, reputable arbitration service experienced in arbitrating residential construction matters for resolution. The arbitration service will select a qualified **Arbitrator** to arbitrate the matter.
5. The arbitration will be conducted by an independent arbitration service upon which you and the **Administrator** agree and will be conducted in accordance with this **Manufacturers Limited Warranty** and the Federal Arbitration Act, 9 U.S.C. §§ 1 *et seq.* In the event that you and the **Administrator** do not agree on an independent arbitration service, either you or the **Administrator** may petition an appropriate court for appointment of an **Arbitrator**.
6. If any party begins litigation in violation of this Arbitration clause, that party must reimburse the other parties for their costs and expenses, including attorneys' fees incurred in seeking to dismiss such litigation.
7. Enforcement of Arbitration Award.
 - a. Except as provided in Subsection b. below.
 - i. For a year one **Defect**, the **Manufacturer** must comply with the **Arbitrator's** Award within sixty (60) days from the date the **Administrator** sends it to the **Manufacturer**.
 - ii. In years two through ten for a **Major Structural Defect**, the **Warrantor** must

comply with the **Arbitrator's** Award
within sixty (60) days from the date the
Administrator receives it.

(See Complaint, Exhibit F)(emphasis in original).

41. Here, the terms of The Limited Warranty preclude any civil contract action in court to enforce any aspect of The Limited Warranty issued by New Era in connection with the modular home here at issue. The Limited Warranty procedures pertaining to warranty claim adjustment, mediation and binding arbitration constitute plaintiff's exclusive remedy. See 13 Pa.C.S.A. §2316(d) (authorizing limitations on remedies for breach of warranty) and 13 Pa.C.S.A. §2719 (manufacturer's express warranty may establish exclusive procedures and remedies for breach of warranty claims). Count III of the Complaint should be dismissed, with prejudice, as against defendant New Era.

WHEREFORE, Defendant New Era Building Systems, Inc. demurs to the cause of action for breach of express warranty set forth in Count III of the Complaint, and moves that said claim be dismissed from the Complaint as to defendant New Era, with prejudice.

**C. Demurrer to Count IV - Breach of Implied Warranty of Merchantability
(Renee L. Kelley v. Community Home Sales @ Bradford Heights, Inc.
and New Era Building Systems, Inc.)**

42. Defendant New Era incorporates by reference herein the averments contained in paragraph 1 through and including 41 of these preliminary objections, as though set forth in full.

43. In Count IV of her Complaint, plaintiff asserts a cause of action for breach of implied warrant of merchantability as against defendant New Era.

44. According to The Limited Warranty, alleged to be applicable by plaintiff, and attached to her Complaint as Exhibit F, all implied warranties, including any implied warranty of merchantability, were disclaimed in lieu of 10 year written warranty provided in connection with the modular home, as follows:

NOTICE OF WAIVER OF IMPLIED WARRANTY

THIS MANUFACTURERS LIMITED WARRANTY IS PROVIDED IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES. TO THE EXTENT PERMITTED BY LAW, THE PURCHASER OF THIS HOME AND ALL SUBSEQUENT PURCHASERS HEREBY WAIVE ALL OTHER EXPRESS AND IMPLIED WARRANTIES, WHICH MAY BE GREATER THAN THE EXPRESS WARRANTIES PROVIDED HEREIN. IMPLIED WARRANTIES ARE UNWRITTEN WARRANTIES RELATING TO THE REASONABLE EXPECTATIONS OF A HOMEOWNER WITH REGARD TO THE CONSTRUCTION OF THE HOMEOWNER'S HOME, AS THOSE REASONABLE EXPECTATIONS ARE DEFINED BY THE COURTS ON A CASE BY CASE BASIS. TO THE EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES ASIDE FROM THOSE CONTAINED IN THIS DOCUMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS, MERCHANTABILITY, GOOD WORKMANSHIP, AND HABITABILITY, ARE HEREBY WAIVED, THOSE WARRANTIES HAVE BEEN REPLACED BY THIS EXPRESS, INSURANCE BACKED WARRANTY, WHICH I HAVE READ AND WHICH I UNDERSTAND.

(See Complaint, Exhibit F, p.1).

45. Because defendant New Era has issued an express written limited warranty in connection with the modular home at issue which includes a waiver of all implied warranties, and which substitutes the terms of The Limited Warranty for any other warranty arising pursuant to the Pennsylvania Commercial Code, plaintiff may not assert a cause of action against defendant New Era for any alleged breach of implied

warranty of merchantability otherwise arising under the Pennsylvania Commercial Code. See 13 Pa.C.S.A. §§ 2314(a) and 2315.

WHEREFORE, defendant New Era Building Systems, Inc. demurs to the cause of action for breach of implied warranty of merchantability contained in Count IV of plaintiff's Complaint, and moves that said claim be dismissed, with prejudice as against this defendant.

**D. Demurrer to Count V - Breach Of Implied Warranty Of Fitness For Particular Purpose
(Renee L. Kelley v. Community Home Sales @ Bradford Heights, Inc. and New Era Building Systems, Inc.)**

46. Defendant New Era incorporates by reference herein the averments contained in paragraph 1 through and including 45 of these preliminary objections, as though set forth in full.

47. Based upon the waiver of all implied warranties made by defendant New Era and contained in The Limited Warranty attached to the Complaint as Exhibit F, plaintiff may not pursue a cause of action against defendant New Era for any alleged breach of implied warranty of fitness for a particular purpose arising pursuant to the Pennsylvania Commercial Code. See 13 Pa.C.S.A. §§ 2315 and 2315.

WHEREFORE, defendant New Era Building Systems, Inc. demurs to the cause of action for breach of implied warranty of fitness for particular purpose contained in

Count V of plaintiff's Complaint, and moves that said claim be dismissed, with prejudice as against this defendant.



Tracey G. Benson
Adam J. Witmer

MILLER, KISTLER, CAMPBELL,
MILLER, WILLIAMS & BENSON, INC.
124 North Allegheny Street
Bellefonte, PA 16823

Counsel for Defendant
New Era Building Systems, Inc.

Dated: May 7, 2008

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

RENEE L. KELLEY, and individual,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. 2008-437-CD
)	
COMMUNITY HOME SALES @)	
BRADFORD HEIGHTS, INC., a)	
Pennsylvania corporation; and)	
NEW ERA BUILDING SYSTEMS, INC.,)	
a foreign corporation registered to)	
conduct business in Pennsylvania,)	
)	
Defendants.)	

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing **Preliminary Objections of Defendant New Era Building Systems, Inc.**, was hereby served by depositing the same within the custody of the United States Postal Service, First Class, postage prepaid, addressed as follows:

Community Home Sales @ Bradford Heights, Inc.
1126 Old Town Road
Clearfield, PA 16830

Trudy G. Lumadue, Esq.
Naddeo & Lewis, LLC
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830

MILLER, KISTLER, CAMPBELL,
MILLER, WILLIAMS & BENSON INC.

By: Tracey A. Benson
Tracey G. Benson

Dated: May 7, 2008

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW**

RENEE L. KELLEY, and individual,

Plaintiff,

v.

COMMUNITY HOME SALES @
BRADFORD HEIGHTS, INC., a
Pennsylvania corporation; and
NEW ERA BUILDING SYSTEMS, INC.,
a foreign corporation registered to
conduct business in Pennsylvania,

Defendants.

Civil Action No. 2008-437-CD

PROPOSED ORDER

AND NOW, to-wit this ____ day of _____, 2008, upon consideration of the preliminary objections of defendant New Era Building Systems, Inc. interposed in response to plaintiff's Complaint, it is hereby ORDERED, ADJUDGED and DECREED that said preliminary objections be, and the same hereby are, SUSTAINED, as follows:

1. Defendant New Era's Motion to Strike for Failure to Plead Claim Based on Writing Pursuant to Pa.R.Civ.P. 1019(h) and (i) is SUSTAINED.

2. Defendant New Era's Motion to Strike for Failure to File Certificate of Merit or in the Alternative, For Lack of Specificity with respect to the cause of action for "negligent manufacture and delivery" contained in County II of the Complaint is SUSTAINED.

3. Defendant New Era's Motion to Strike for Failure to Plead Material Facts Upon Which Plaintiff's Causes of Action are Based Pursuant to Pa.R.Civ.P. 1019(a) and (h) is SUSTAINED.

4. Defendant New Era's demurrer to the cause of action for negligent manufacture and delivery contained in Count II of the Complaint is SUSTAINED.

5. Defendant New Era's demurrer to the cause of action for breach of express warranty contained in Count III of the Complaint is SUSTAINED.

6. Defendant New Era's demurrer to the cause of action for breach of implied warranty of merchantability contained in Count IV of the Complaint is SUSTAINED.

7. Defendant New Era's demurrer to the cause of action for breach of implied warranty of fitness for a particular purpose contained in Count V of the Complaint is SUSTAINED.

IT IS FURTHER ORDERED that the prothonotary shall enter judgment in favor of defendant New Era Building Systems, Inc. and against plaintiff Renee L. Kelley, an individual, on all claims encompassed by the Complaint.

BY THE COURT:

J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

RENEE L. KELLEY, an
individual,
Plaintiff,

vs.

COMMUNITY HOME SALES @
BRADFORD HEIGHTS, INC., a
Pennsylvania corporation;
and NEW ERA BUILDING SYSTEMS,
INC., a foreign corporation
registered to conduct
business in Pennsylvania,
Defendants.

No. 2008-437-CD

FILED

MAY 08 2008
8/3-36/4
William A. Shaw
Prothonotary/Clerk of Courts
2 SENT TO ATTORNEY
(GP)

Type of Pleading:

CERTIFICATE OF SERVICE

Filed on behalf of:
Plaintiff

Counsel of Record for
this party:

Trudy G. Lumadue, Esq.
Pa I.D. 202049

NADDEO & LEWIS, LLC.
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

Dated: May 8, 2008

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

RENEE L. KELLEY, an
individual,
Plaintiff,

vs.

No. 2008-437-CD

COMMUNITY HOME SALES @
BRADFORD HEIGHTS, INC., a
Pennsylvania corporation;
and NEW ERA BUILDING SYSTEMS,
INC., a foreign corporation
registered to conduct
business in Pennsylvania,
Defendants.

CERTIFICATE OF SERVICE

I, Trudy G. Lumadue, Esquire, do hereby certify that an
Important Notice of Default to Community Home Sales @ Bradford
Heights was served on the following and in the following manner on
the 8th day of May, 2008:

First-Class Mail, Postage Prepaid

Community Home Sales @ Bradford Heights
Attn: Erika Mann
1126 Old Town Road
Clearfield, PA 16830

Community Home Sales @ Bradford Heights, Inc.
123 N. Allegheny Street
Bellefonte, PA 16823-0

NADDEO & LEWIS, LLC

By: 

Trudy G. Lumadue
Attorney for Plaintiff

FILED

MAY 08 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

RENEE L. KELLEY, and individual,
Plaintiff,

v.

COMMUNITY HOME SALES @
BRADFORD HEIGHTS, INC., a
Pennsylvania corporation; and
NEW ERA BUILDING SYSTEMS, INC.,
a foreign corporation registered to
conduct business in Pennsylvania,

Defendants.

Civil Action No. 2008-437-CD

FILED

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William A. Shaw
Prothonotary/Clerk of Courts

RULE TO SHOW CAUSE

NOW THIS 12th day of MAY, 2008, upon consideration
of Defendant New Era Building Systems, Inc.'s Preliminary Objections to Plaintiff's Complaint, a
Rule is hereby issued upon the Plaintiffs to Show Cause why said Motion should not be granted.
This rule is returnable for argument on the 3rd day of June, 2008 at 9:00
o'clock A.m. in Courtroom # 1 of the Clearfield County Courthouse, Clearfield,
Pennsylvania.

NOTICE

A PETITION OR MOTION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU
WISH TO DEFEND AGAINST THE CLAIM SET FORTH IN THE FOLLOWING MOTION FOR
SANCTIONS BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY
AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE
MATTER SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO,
THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST
YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE
PETITIONER OR MOVANT. YOU MAY LOSE RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT
HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET
FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator
Clearfield County Courthouse
Second and Market Streets
Clearfield, PA 16830
(814) 765-2641, Ext. 1300 Or 1301

BY THE COURT:

Justice J. Cunningham J.

FILED

MAY 13 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 5/13/08

☒ You are responsible for serving all appropriate parties.

☐ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☐ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

RENEE L. KELLEY, an
individual,
Plaintiff,

vs.

No. 2008-437-CD

COMMUNITY HOME SALES @
BRADFORD HEIGHTS, INC., a
Pennsylvania corporation;
and NEW ERA BUILDING SYSTEMS,
INC., a foreign corporation
registered to conduct
business in Pennsylvania,
Defendants.

FILED
03:30 PM
MAY 27 2008

William A. Shaw
Prothonotary/Clerk of Courts

W. A. Shaw
W. A. Shaw


AMENDED COMPLAINT

NOW COMES the Plaintiff, Renee L. Kelley, and by her
attorney, Trudy G. Lumadue, Esquire, sets forth the following:

1. Plaintiff is Renee L. Kelley ("Kelley"), an adult
individual, who resides at 1184 Valley Road, West Decatur,
Pennsylvania 16878.

2. Defendant, Community Home Sales @ Bradford
Heights, Inc. (hereinafter "Community"), is a Pennsylvania
Corporation having a place of business located at 1126 Old Town
Road, Clearfield, Pennsylvania 16830 and upon information and
belief is an authorized dealer of New Era Building Systems, Inc.

3. Defendant, New Era Building Systems, Inc. ("New
Era"), is a foreign corporation registered to conduct business



in the Commonwealth of Pennsylvania with a place of business at 100 Pine Street, Suite 325, Harrisburg, Pennsylvania 17101.

4. That upon information and belief New Era acquired and purchased an entity known as Castle Housing of Pennsylvania, which was previously located at 199 Boyle Memorial Drive, Knox, Pennsylvania, 16232 and New Era assumed all debts and liabilities of the same.


5. That at all times referred to herein New Era and/or its predecessor was a "merchant" within the meaning of 13 Pa. C.S.A. § 2104 in respect to goods, namely the Windsor Castle, Modular C231 Raglan and other manufactured modular homes.

6. That Defendant, Community, is an authorized dealer and seller of New Era and its predecessor's products, namely modular homes and is also a merchant within the meaning of 13 Pa. C.S.A. § 2104.

7. That Community is a "seller" as defined under 13 Pa.C.S.A. § 2103(a).

8. On or about February 2006, Plaintiff and her husband, Rick Kelley, who is now deceased, met with a representative of Community, Erika R. Mann, regarding the purchase of a modular home.

9. On or about May 2006, Plaintiff and Mr. Kelley signed a purchase agreement with Community and/or New Era (or




otherwise similarly named document) which confirmed the order and specifications of the modular home purchased by Plaintiff, namely a 27.7 X 62, Windsor Castle Modular C231 Raglan for the purchase price (hereinafter "Modular Home") of \$93,651.50.

10. That Plaintiff never received a copy of said purchase agreement as identified in Paragraph 9 and the substance of said document contained the specifications of the modular home purchased, identification of the type and product number of the Modular Home purchased, the purchase price, schedule of payment, detail of inclusions and exclusions from purchase price, installation requirements and specifications and such other information pertaining to delivery and installation of the same.

11. That Plaintiff believes and therefore avers that on or about August-September 2007, Plaintiff was finally provided a detail of the costs and specifications of the Modular Home she purchased by Ms. Mann which further included a statement of her account. Said "Price List and Statement" is attached hereto as Exhibit "A."

12. That subsequent to the signing of the purchase agreement, but prior to delivery of the Modular Home purchased Mr. Kelley passed away, leaving Plaintiff the remaining party to the contract with Defendant and/or Defendants.



13. On or about June 16, 2006, the Modular Home was delivered to the location where it was to be set, said location being 1184 Valley Road, West Decatur, Pennsylvania 16878.


14. That at the time of delivery Plaintiff paid to Defendant, Community the amount of \$84,000.00 (Eighty-four Thousand) Dollars as required by the agreement between the parties.

15. That on or about July 5, 2006, agents and employees of Community set the home on its foundation.

16. That on or about August 21, 2006, Plaintiff paid the amount of \$5,000.00 (Five Thousand) Dollars to Community and thereupon received the key to her home from Community.

17. That as part of the purchase agreement the Modular Home was to be installed upon the foundation with all necessary electrical, gas, and water lines, interior heat ducts and any necessary components for connection to exterior hook-ups ready to be utilized and connected to by local utility providers, which is otherwise known as "self-contained."

18. That as part of the purchase agreement and price the interior of the home was to be completely finished with drywall, primer, carpeted throughout, cabinetry throughout,



countertops throughout and was to be furnished with a microwave, garbage disposal and bathroom amenities.

19. That the Modular Home is a two-story home in which the second story "future living space" is set up to be finished by the owner in the future.


20. That as part of the purchase agreement the future living space was to be accommodated with necessary lines and piping for future utility services.

21. That as part of the purchase agreement the exterior of the home was to be finished with siding, soffit and fascia, 15" raised shutters around the entire home and outdoor lighting.

22. That as part of the purchase agreement internal electrical wiring was to be concealed within the floor trusses in the basement.

23. That in the alternative Plaintiff reasonably expected internal electrical wiring to be concealed within the floor trusses in the basement.

24. That as part of the purchase agreement and order specifications the Modular Home was not to have a support beam exposed in the first story of the home and the second story included accommodations for utility connections to the future living space.



25. That on or about May 2006 when the specifications of the Modular Home were discussed by and between Plaintiff and Ms. Mann, pictures were viewed and Ms. Mann represented to Plaintiff that the beam would not be exposed and represented to Plaintiff that she "took care of it" for her.

26. That Plaintiff's purchase included additional items being a fire-safe door and a "cap" which would permit entry to the second floor.

27. That Plaintiff reasonably expected the entry to the second floor to be a stairwell containing a flush, even wall enclosing the staircase.

28. That on or about July 2006, Plaintiff reported the concerns mentioned to Ms. Mann when Ms. Mann visited the Modular Home and met with Plaintiff. That a tentative list was drafted regarding the issues reported by Plaintiff and the same is attached hereto as Exhibit "B."

29. That there were meetings subsequent to this report wherein any and all of the concerns, defects, failures complained of herein were further discussed and reported to Ms. Mann.

30. That Ms. Mann represented that all of Plaintiff's concerns were reported to both Defendants for appropriate correction and remedy.

31. That thereafter Plaintiff requested of Ms. Mann a proper and thorough walk-through inspection of the home and was never afforded the same.

Count I - Breach of Purchase Agreement

Renee L. Kelley v. Community Home Sales @ Bradford Heights, Inc.


32. The averments of Paragraphs 1 - 31 are incorporated herein by reference as if set forth in full.

33. That Plaintiff's Modular Home was delivered with an exposed support beam in the second story of the home which protrudes approximately six inches in height across the center of future living space the length of which is 23 and ½ feet.

34. That the exposed support beam will prevent Plaintiff from utilizing the future living space as intended by Plaintiff and as reasonably expected by the Plaintiff.

35. That Plaintiff's home was delivered with entry to the second floor having a wall that is not even and flush and instead the wall as delivered to Plaintiff includes a ledge that creates an unsafe condition in Plaintiff's home.

36. That Defendant, Community was responsible for communicating to Defendant, New Era, the specifications of the Modular Home purchased by Plaintiff and ensuring the Modular



Home delivered met with said specifications and purchase agreement.

37. That Plaintiff's Modular Home was delivered without shutters on gable ends of the home.

38. That Plaintiff's Modular Home was delivered with damaged soffit and fascia, in that the same was not properly attached to the home and that it buckled, furthermore, within six months portions of the soffit and fascia fell from the home and the same remains exposed.

39. As a result of the damaged soffit and fascia which fell from the home, foulds of the air gained entry into the home and Plaintiff was required to clean up after them and temporarily remedy the same.

40. That the Modular Home was delivered and the siding was improperly installed so that some areas are tight and some are loose and the result is that the siding is rolling.

41. That the Modular Home was delivered with all electrical wire connections from one side of the home to the other side of the home exposed and a 220 Volt junction box uncovered and exposed which creates an unsafe condition.

42. That the Modular Home was improperly installed upon its foundation by Defendant, Community, and the home was placed atop internal electrical wires which lead to junction boxes in the basement.

43. That the Modular Home as it sits, sits unsafe electrically and the same has been adamantly reported to Defendants.

44. That the Modular Home was delivered and installed without the heat ducts from one side of the home being properly connected to the other side and half of the Modular Home was receiving no heat.

45. That Defendant, Community attempted to remedy the heating problem as described in Paragraph 44 without Plaintiff's consent and did so in an improper fashion so that a 12 inch flex hose now protrudes and is exposed in Plaintiff's basement the length of which is approximately 18 feet and that this "quick-fix" by Defendant creates an unsightly condition.

46. That the Modular Home was delivered with drywall having been installed improperly and the same is loose in several areas.

47. Further that Defendants remedied certain drywall deficiencies but did not restore the walls to their previous condition leaving them unpainted.

48. That the Modular Home's countertop, kitchen backsplash and trim were installed in the kitchen so that the same is not properly attached to the wall and continues to get worse over time, removing itself from the wall further.

49. That agents and employees of Community during the course of the work that was performed inside the Modular Home at installation damaged a refrigerator owned by Plaintiff and have refused to pay for said damage.

50. That Plaintiff reasonably expected Community would perform its tasks at the Modular Home without damaging Plaintiff's property.

51. That Defendant, Community, failed to deliver to Plaintiff the Modular Home per the specifications and purchase agreement and failed to perform the installation included in said purchase agreement in an adequate manner.

52. That the failures by Defendant as described in Paragraph 50 constitute a breach of the purchase agreement between Plaintiff and Defendant, Community.

53. That Plaintiff's Modular Home as delivered is of a value less than that which she purchased.

54. Defendant is liable to Plaintiff for the difference between the value of the home as ordered by Plaintiff and the value of the home received.

55. That in the alternative, Defendant is liable to Plaintiff for the cost to remedy and cure the failures and breaches in the delivery and installation of the Modular Home.

56. That the cost to cure and remedy the failures and breaches in delivery and installation of the Modular Home are as follows:

- a. Deficient and unfinished soffit and fascia work is \$65.00;
- b. Installation of baffles for ventilation is \$600.00.
- c. Raise floor to enclose beam is \$1,800.00 (plus loss of use of space, which is an unliquidated loss);
- d. Replace junction boxes for electrical wires is \$375.00;
- e. Drywall seams and repair loose drywall is \$1350.00;
- f. Installation of railing to bring unsafe stairwell to safe condition is \$1650.00 (plus loss of use of space, which is an unliquidated loss);
- g. Repair kitchen backsplash is \$800.00;
- h. Repair loose and rolling siding is \$1200.00;
- i. Repair unsafe junction box condition is \$40.00;
- j. Remedy heat duct flex hose is \$260.00 (plus loss of use of space, which is an unliquidated loss);
- k. Install junction boxes for exposed wires is \$750.00;
- l. Install shutters is \$340.00 (plus the cost of shutters which Plaintiff does not know exact cost of each shutter);

m. Contractor's fee and inspection for above estimated work is \$50.00.

n. Replace refrigerator door is \$683.15

A true and correct copy of estimate for items "a" - "m" is attached hereto as Exhibit "C." A true and correct copy of estimate for item "n" is attached hereto as Exhibit "D."

57. That as a result of Defendant's breach Plaintiff has been required to expend time and effort to correspond, communicate regarding and handle the matters herein described and has been required to spend approximately 220-225 hours tending to these matters. That Plaintiff has been required to take away from her duties as a mother and homemaker to deal with these matters.

58. That Defendant is liable to Plaintiff for the reasonable value of her services and time that has been lost due to being required to deal with these matters.

59. That as a result of Defendant's breach Plaintiff has been inconvenienced.

60. That Defendant is liable to Plaintiff for the reasonable value of her inconvenience.

WHEREFORE, Plaintiff, Renee L. Kelley, prays for judgment to be entered in her favor and against Defendant, Community Home Sales @ Bradford Heights, Inc. in an amount in excess of \$20,000.00 (Twenty Thousand) Dollars.

Count II - Negligent Assembly

Renee L. Kelley v. New Era Building Systems, Inc.

61. That Plaintiff incorporates Paragraphs 1-60 herein by reference as if set forth in full.

62. That Defendant, New Era, was responsible for manufacturing and delivering the Modular Home ordered by Plaintiff to specification and pursuant to the Purchase Agreement entered into between Plaintiff and Community.

63. That New Era is responsible for the assembly and construction of the Modular Home as ordered by Plaintiff.

64. That New Era is further responsible for delivering to Plaintiff the Modular Home as ordered.

65. That New Era failed to properly assemble the same as specified and ordered by Plaintiff.

66. That New Era failed to deliver the Modular Home as purchased and ordered by Plaintiff.

67. That Pennsylvania Statute, 35 P.S. § 1656.3 places a duty upon New Era to deliver a manufactured home which meets National, State and Local construction and safety standards.

68. That due to New Era's failure to assemble the Modular Home as purchased and failure to deliver the Modular Home as ordered, Plaintiff's home was delivered so that it was

impossible for the entry to the second floor to have a wall that is even and flush and instead the wall was required to include a ledge that creates an unsafe condition in Plaintiff's home.

69. That the unsafe condition as described in Paragraph 68 would not meet construction and safety standards.

70. That the Modular Home was delivered and assembled without proper baffles for ventilation in the second story, future living space, as required by building code.

71. That the failures by New Era as described in Paragraph 65 - 70 have resulted in harm to Plaintiff in that the value of Plaintiff's Modular Home as delivered is less than the value of the Modular Home purchased by Plaintiff.

72. Defendant is liable to Plaintiff for the difference between the value of the home as ordered by Plaintiff and the value of the home received.

73. That in the alternative, Defendant is liable to Plaintiff for the cost to remedy and cure the failures and breaches in the assembly and delivery of the Modular Home.

74. That as a result of Defendant's breach Plaintiff has been required to expend time and effort to correspond, communicate regarding and handle the matters and has been required to spend approximately 220-225 hours tending to these matters. That Plaintiff has been required to take away

from her duties as a mother and homemaker to deal with these matters.

75. That Defendant is liable to Plaintiff for the reasonable value of her services that have been lost due to being required to deal with these matters.

76. That as a result of Defendant's breach Plaintiff has been inconvenienced.

77. That Defendant is liable to Plaintiff for the reasonable value of her inconvenience.

WHEREFORE, Plaintiff, Renee L. Kelley, prays for judgment to be entered in her favor and against Defendant, New Era Building Systems, Inc. in an amount in excess of \$20,000.00 (Twenty Thousand) Dollars.

Count III - Breach of Express Warranty

**Renee L. Kelley v. Community Home Sales @ Bradford Heights, Inc
and New Era Building Systems, Inc.**

78. Plaintiff incorporates Paragraphs 1 - 77 herein by reference as if set forth in full herein.

79. New Era and Community issued to Plaintiff two Warranty documents, one entitled "The Limited Warranty" and the other entitled "Castle Service Procedures," which were contained in the Modular Home upon its delivery. The same are attached hereto respectively as Exhibits "E" and "F."

80. That the purpose of the Warranty(ies) is to assure Plaintiff, as a purchaser, that faulty workmanship, design or manufacturing defects will be effectively remedied and that the Modular Home would be as specified by her and contained in the purchase agreement and specifications shown.

81. That Castle Service Procedures Warranty provides at Page 5 that during the first year the home is warranted against the following: Faulty workmanship and materials; Defects in wiring, piping, and ductwork in the electrical, plumbing heating, cooling, ventilating and mechanical systems; and, Major Structural Defects.

82. That the Modular Home was delivered with faulty workmanship by New Era in that Plaintiff's Modular Home was delivered with an exposed support beam in the second story of the home which protrudes approximately six inches in height across the center of future living space the length of which is 23 and 1/2 feet and prevents Plaintiff from using the future living space as intended.

83. That the Modular Home was delivered with faulty workmanship by New Era in that the assembly was faulty so that it was impossible for the entry to the second floor to have a wall that is even and flush and instead the wall was required to include a ledge that creates an unsafe condition in Plaintiff's home.

84. That Community failed to remedy the faulty workmanship with regard to the entry to the second floor, but rather installed the wall in the stairwell so that a ledge exists and the wall is not flush or even and the same creates an unsafe condition in Plaintiff's home.

85. That Plaintiff's incorporates Paragraphs 37-49 herein as if set forth in full as each of the same represents faulty workmanship and the results therefrom.

86. That Castle Service Procedures Warranty at page 11 provides that inadequate ventilation of attics and crawl spaces will be corrected.

87. While the second story of the Modular Home is not an attic or crawl space, but rather a future living space it is the highest space that exists in the home and would be required by building code to have such proper ventilation.

88. That the Modular Home as delivered to Plaintiff does not have adequate and proper baffles for ventilation which is required by building code and regulations.

89. That New Era and Community breached the Warranty by intentionally or negligently failing to remedy and cure the faulty workmanship and all other failures as described herein when the same was demanded and requested by Plaintiff.

90. That Plaintiff believes and therefore avers that Defendant may not be able to remedy the wall in the

stairwell as there is a fundamental defect in the assembly of the home.

91. That Plaintiff believes and therefore avers that Defendant may not be able to remedy the exposed beam on the second floor without compromising the design of the home, as there is a fundamental defect in the assembly of the home.

92. Thus, the remedy has failed of its essential purpose under 13 Pa.C.S.A. § 2719(b) and Plaintiff is entitled to all remedies afforded under Pennsylvania Uniform Commercial Code, including, incidental and consequential damages as provided under 13 Pa.C.S.A. § 2715(a) and (b).

93. That The Limited Warranty provides at Page 8, Section II, 3.9-3.11 that gaps between trim and adjacent surfaces, cracking in grout joints and tiles that become loose will be corrected.

94. That Plaintiff's back-splash installed in the kitchen is not properly attached to the wall and continues to get worse over time, removing itself from the wall further.

95. That New Era and Community have breached the express warranty by failing to remedy the surface, trim and finishing that is removed from the wall.

96. That Plaintiff has incurred substantial incident and consequential damages as a direct and proximate result of Defendants' breach of Warranty including, lost time

expended to handle the problems with the home, telephone expenses incurred in communicating regarding these issues, expenses for photograph development, inconvenience and other related expenses.

WHEREFORE, Plaintiff, Renee L. Kelley, requests that judgment be entered against all Defendants in an amount in excess of \$20,000.00 and award Plaintiff her incidental and consequential damages, as stated above, the precise amount of which will be determined at trial, costs of suit, attorneys' fees with costs and interest thereon and such other relief as this Court may deem just and proper.

**COUNT IV - BREACH OF IMPLIED WARRANTY OF
MERCHANTABILITY**

**Renee L. Kelley v. Community Home Sales @ Bradford Heights, Inc
and New Era Building Systems, Inc.**

97. The averments of Paragraphs 1 through 96 are incorporated herein by reference and set forth as if in full.

98. Under 13, Pa.C.S.A. § 2314 "unless excluded or modified, a warranty that the goods shall be merchantable is implied in a contract for their sale if the seller is a merchant with respect to the goods of that kind.

99. That Plaintiff did not have opportunity to accept or reject warranties, but rather the same were imposed upon her without her understanding or bargaining for the same.

100. That Plaintiff did not agree to the warranties as issued by Defendants.

101. For goods to be merchantable, they must be "fit for the ordinary purposes for which such goods are used."

102. That Defendants issued two Warranty documents of which the same overlap and conflict with one another.

103. That the Warranty documents fail to incorporate one into the other and neither reference the other.

104. That due to the conflicting Warranties the same fail in their essential purpose and are not understandable by the reasonable person.

105. That as a result of said failure Plaintiff is entitled to all remedies provided for under the Uniform Commercial Code.

106. In addition, the Caste Services Procedures Warranty does not exclude or modify any implied warranties.

107. That Defendants breached the implied warranty of merchantability because the Modular Home was not fit for the ordinary purpose for which it was to be used and instead it was delivered with faulty workmanship by Defendants in that the assembly was faulty so that it was impossible for the entry to the second floor to have a wall that is even and flush and

instead the wall includes a ledge that creates an unsafe condition in Plaintiff's home.

108. That the Modular Home has been left by Defendants with the same unsafe condition and Defendants have refused to remedy the same.

109. In addition, that Defendants further breached the implied warranty of merchantability because the Modular Home was not fit for the ordinary purpose for which it was to be used due to the second floor future living space having an exposed beam which prevents the same intended usage.

110. That the unsafe electrical conditions as described in Paragraphs 41 - 43 further breached the implied warranty of merchantability because the Modular Home was not fit for the ordinary purpose for which it was to be used and instead is unsafe electrically.

111. That the conditions as described in Paragraphs 44 - 47 further breached the implied warranty of merchantability because the Modular Home was not fit for the ordinary purpose for which it was to be used.

112. That the improper ventilation as described in Paragraph 68 represents a breach of the implied warranty of merchantability because the Modular Home was not fit for the ordinary purpose for which it was to be used and is not fit to meet building codes.

113. That the conditions described in Paragraphs 38 - 40 represent a breach of the implied warranty of merchantability because the Modular Home is not fit for its ordinary purpose for which it was to be used as a result of the same.

114. Plaintiff has incurred substantial incident and consequential damages as a direct and proximate result of Defendants' breach of Warranty including, lost time expended to handle the problems with the home, telephone expenses incurred in communicating regarding these issues, expenses for photograph development, inconvenience and other related expenses.

WHEREFORE, Plaintiff, Renee L. Kelley, requests that judgment be entered against all Defendants in an amount in excess of \$20,000.00 and award Plaintiff her incidental and consequential damages, as stated above, the precise amount of which will be determined at trial, costs of suit, attorneys' fees and such other relief as this Court may deem just and proper.

**COUNT V - BREACH OF IMPLIED WARRANTY OF
FITNESS FOR PARTICULAR PURPOSE**

**Renee L. Kelley v. Community Home Sales @ Bradford Heights, Inc
and New Era Building Systems, Inc.**

115. The averments of Paragraphs 1 through 114 are incorporated herein by reference and set forth as if in full.

116. Under 13, Pa.C.S.A. § 231 "where the seller at the time of contracting has reason to know: (1) any particular purpose for which the goods are required; and (2) that the buyer is relying on the skill or judgment of the seller to select or furnish suitable goods; there is unless excluded or modified...an implied warranty that the goods shall be fit for such purposes."

117. That as described herein, Plaintiff communicated to Community's representative, Ms. Mann that the future living space was intended to be finished and utilized by Plaintiff.

118. That Ms. Mann represented to Plaintiff that the Modular Home purchased would be desirable for the purpose she intended.

119. Further that Plaintiff communicated to Ms. Mann and the same was ordered that the future living space was to be equipped with plumbing and essential utility connections.

120. That Plaintiff further communicated to Ms. Mann that she desired to have a "cap" installed and to have it provide accessibility from the first story to the second story of the home.

121. That Ms. Mann represented to Plaintiff that the access from the first story to the second story would be able to be utilized by Plaintiff as a staircase and stairwell.

122. That Ms. Mann represented to Plaintiff that the second story future living space would be appropriate for future finishing and open living space.

123. That Plaintiff represented that she desired to have a home that contained shutters around the entire home. That Ms. Mann represented to Plaintiff and recommended she purchase the Modular Home as described herein and that the same would have shutters around the entire home.

124. Based upon Ms. Mann's representations Plaintiff purchased the Modular Home and the respective additions necessary to allow access to the second story.

125. That Community breached the implied warranty of fitness for particular purpose because Community through Mann had reason to know, and did in fact know, the purposes for which Plaintiff purchased the Modular Home and the additions for the second floor future living space and that Plaintiff was relying on Mann's skill and judgment in selecting the appropriate Modular Home and necessary additions for her purpose.

126. That the Modular Home as delivered and installed by Community is not fit for the particular purpose for which it was purchased.

127. That Community has refused to remedy the second story defects, namely an exposed beam and an unsafe staircase.

128. That Community has refused to provide and install shutters around the entire Modular Home as was represented by Ms. Mann.

129. That the Warranty(ies) documents as provided were not accepted or agreed to by Plaintiff and the same fail in this respect.

130. That the Warranty(ies) documents as provided fail of their essential purpose as described supra and that Plaintiff is entitled to her consequential and incidental damages.

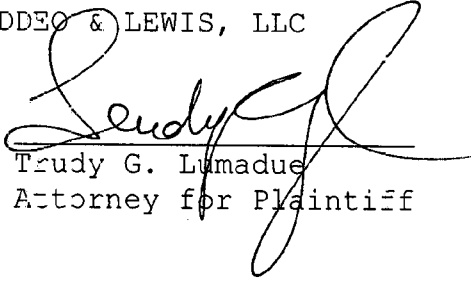
131. That Plaintiff has incurred substantial incident and consequential damages as a direct and proximate result of Defendants' breach of Warranty including, lost time expended to handle the problems with the home, telephone expenses incurred in communicating regarding these issues, expenses for photograph development, inconvenience and other related expenses.

WHEREFORE, Plaintiff, Renee L. Kelley, requests that judgment be entered against all Defendants in an amount in excess of \$20,000.00 and award Plaintiff her incidental and consequential damages, as stated above, the precise amount of which will be determined at trial, costs of suit, attorneys' fees and such other relief as this Court may deem just and proper.

Respectfully submitted by,

NADDEO & LEWIS, LLC

By


Trudy G. Lumadue
Attorney for Plaintiff

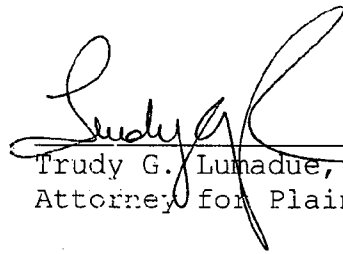
V E R I F I C A T I O N

I, Trudy G. Lumadue, attorney for plaintiff, have read the foregoing Amended Complaint. The statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification is made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

I am authorized to make this verification on behalf of Plaintiff because of my position as counsel of record and the source of my information is Renee Kelley, Plaintiff.

By:



Trudy G. Lumadue, Esquire
Attorney for Plaintiff

Dated:

5-27-08



Community Home Sales, Inc.
1126 Old Town Road
Clearfield, PA 16830
(814) 768-9550

"Kelley"

27.7 X 62 "WINDSOR CASTLE" MODULAR C231 Raglan

OPTION PRICE LIST:

Price of home includes, Standard features on Windsor Castle series brochure, Delivery to your property, crane onto foundation, trim out of exterior and interior only and sales tax.

INCLUDES THE FOLLOWING ADDITIONAL OPTIONS:

Base price includes: 27.7 X 62, cape cod 9/12 pitch home,
3 doormers, self-contained With gas furnace and 50 gallon
water heater, 3 phone jacks, 4 tv jacks and raised panel
cabinets throughout:

\$84,300.00

Basement stairwell (does not include steps to basement)

Foundation print preparation

15" raised shutters around entire home

White exterior lights

Painted 3882 Fiberglass Half Circle Door (No Storm)

3482 Rear Door 9-lite (No Storm)

Palm Desert Carpet throughout (upgrade)

\$1590.00

Raised Panel Oak Cabinets throughout (upgrade)

Raised panel laundry overhead cabinets

molding pkg. done in White

Finished drywall throughout

8 ft. flat ceilings

Drape kit (no mini blinds)

Garden Tub in Bath #1

\$215.00

3 phone jacks

5 TV jacks

Junction box in living room ceiling

\$45.00

Double switches in living room

\$23.00

Junction box in family room

N/C

Double switches in family room

N/C

Optional Island in kitchen with overhang

\$275.00

Exhibit "A"

Swinging patio doors off of dining area	\$1365.00
Stainless steel overhead microwave	\$395.00
Move window in Bedroom #3	\$50.00
Move window in family room	\$50.00
Recessed lights in kitchen	N/C
Double bowl in master bath	N/C
3 rd dormer	\$1270.00
Garbage Disposal	\$95.00
Plumb for dishwasher	\$50.00
Plumb for stove (electric)	\$50.00
6' desk with overhead cabinets	\$615.00
Additional cabinets in kitchen area (raised panel)	\$270.00
Engineering fee for moving kitchen, etc.	\$300.00
Lazy susan in kitchen	\$115.00
200-amp service	
Make foyer lino. Bigger	N/C
Satin Nickel pulls on all cabinets	\$126.00
Glass door in corner cabinet	\$15.00
Additional tax on options at 6% Total (\$400.00)	\$250.00
Central Air Installed	\$1600.00
Medicine Cabinets in Master bath	\$240.00
Side lite at front door	\$320.00
MV-1 filing fee to obtain title	\$27.50

TOTAL SELLING PRICE: **\$93,651.50**

COST OF FOOTERS PAID TO EM BROWN BY CHS, INC. **\$887.67**
05/12/06

TOTAL: **\$94,539.17**

LESS CREDIT GIVEN BY CHS (for mistakes by Castle and Missing tire) **\$-950.00**

LESS CREDIT FOR DISPUTE BY CASTLE FOR SETTLEMENT ON MISTAKES **\$-100.00**

\$93,489.17

LESS PAYMENTS RECEIVED TO DATE:

06/16/06: **\$-84,000.00**
08/21/06: **\$-5,000.00**

TOTAL BALANCE REMAINING DUE: **\$ 4,489.17**

***If you would like to hold \$250.00, off of final payment until we come up with a resolution for your dented fridge door that is fine.**

****Not included in the price is permits or inspection fees.**

*****also not include is any site-preparation, foundation preparation, utility hook-ups or site preparation for crane to set home.**

Community Home Sales, Inc.

By:

Erika R. Mann

Date

Community Housing Coordinator

The following are warranty issues as to date. We are not finished with the trim-out of these homes, and may find additional issues.

Warranty Issues:

Molding

- Kelley: Serial No. 8109

1. Plump for stove, outlet is too high up on wall, stove sticks out.
2. Header beam in family room, sticks up into second floor. - Cutting off?
3. There are loose wires sticking from underneath the wall behind the stove, we don't know what they are for.
4. Right front of home, shingles are hanging over the edge, look like they were never cut.
5. Swinging doors from nook area need adjusted, won't latch at all.
6. drawer in island is broke, track is bent
7. 3 cabinet pulls are scratched, noticeable.
8. overhead microwave is scratched on the front, noticeable
9. need 2 new corner pieces for the island, marked up.
10. Ceiling in bath #2, has mold on it, and ceiling is coming down in one spot
11. Bedroom #2, has mold on the ceiling
12. Bedroom #3, has mold on the ceiling
13. Lazy Susan doors in kitchen need adjusted, won't close right
14. cabinet door in kitchen is damaged, chuck out of it.
15. Door handle for closet in utility room is scratched, noticeable
16. Master Bath, trim around mirror, is marked up, noticeable
17. mold in carpet and on wall in hallway, next to utility room
18. carpet in hallway next to utility room is very wet
19. door frame to side door off of utility room, the frame is cracked.
20. There was supposed to be drapes in the home, there is none.
21. Can we get shelves for cabinets in the utility room?
22. There as damage to the outside of the home during shipping, siding damage, soffit and fascia damage, etc. I have pictures.
23. No paint provided
24. Areas of countertops are not caulked; one section is away from the wall.
25. trim color issue.

wrong line

Rope Molding needs replaced

Exhibit "B"

A.A.P. Inc.
K.S. Wisor, Sales

526 W. PAULINE DR.
CLEARFIELD, PA 16830-1011
(814) 765-3150

PROPOSAL

- NOTICE -
YOU HAVE THREE DAYS
TO CANCEL THIS CONTRACT.

NO. 857-2188
DATE 1/27/08
SHEET NO. 1 of 4

Proposal Submitted To:

NAME Renee L. Kelley
STREET 1184 Valley Road
CITY West Decatur STATE PA
PHONE 857-2188 16878

Work to be Performed at:

NAME The same
STREET 1184 Valley Road
CITY _____ STATE _____
PHONE _____

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Residence - modular Home

RAISED RANCH erected 6/06 possession 08/06



* SET ABOVE GRADE

* SET FOR 2 STORIES OF LIVING SPACE

* SET FOR plumbing to 2ND STORY

L & M - LABOR & materials

1) Because of SOFFIT & FACIA ON various areas, BATS & BIRDS
OBTAIN entrance TO Her 2ND STORY, All loose, L & M \$65.00

2) There are no Baffles ON 24" centers to maintain
shingle warranty For proper Ventilation (100%) L & M \$100.00

3) * LARGE Beam 23'6" by 6" ~~is~~ protruding in Living Space
extremely unsightly AND completely outside of USUAL CODES & practice

* TO CUT AND/FILL IN BEAM
All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings
and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

Dollars (\$)

with payments to be made as follows:

All work is IN TACT NOT to be worked in a piece mill.

Any unforeseen conditions or unplanned perils that have a direct effect on the project will result in additional costs. Contractor will advise of such conditions or perils upon discovery and what costs may be above contracted price difference as soon as reasonably possible. Also, be advised: weather, material availability, and environmental conditions can delay the eventual completion and shall affect and be understood by the contracted parties. All arbitration of conditions or completions will be immediately affirmed and reasonably settled by both parties. Public Liability Insurance on above work to be taken out by:

Respectfully submitted [Signature]
per _____

Note - This proposal may be withdrawn by us if not accepted
within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Exhibit "C"

A.A.P. Inc.
K.S. Wisor, Sales

526 W. PAULINE DR.
CLEARFIELD, PA 16830-1011
(814) 765-3150

PROPOSAL

- NOTICE -
YOU HAVE THREE DAYS
TO CANCEL THIS CONTRACT.

NO.

8572188

DATE

1-27-08

SHEET NO.

2 of 4

Proposal Submitted To:

NAME Renee Kelley
STREET 1184 Valley Road
CITY West Decatur STATE PA
PHONE 857-2188 16878

Work to be Performed at:

NAME The Same
STREET 1184 Valley Road
CITY _____ STATE _____
PHONE _____

We hereby propose to furnish the materials and perform the labor necessary for the completion of

4) 2 other "J" Boxes crushed by Crain operator
when Home was set on them (all the weight of
The Home was set on the 2 wires) - times materials -
These Boxes are just hanging out of ceiling now. 375
5) After waiting for the year, to give total paint
FINISH, the cracking & settling of Home is ruined. (12
There is new finishing done by "Home MFG" & the
Drywall seams for the most part, "revel" in
"8" different places the MFG'er has caused white
PRIMER Seamed & Dotted all over the 1st Floor. They
only patched but left unsightly primer exposed.
All rooms but stairwell & 1 Bedroom need repainted. 1350.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings
and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of
_____ Dollars (\$ _____).

with payments to be made as follows:

* - 4 sets of ShutterS Not placed on GARAGE ENDS.

Any unforeseen conditions or unplanned perils that have a direct effect on the project will result in additional costs. Contractor will advise of such conditions or perils upon discovery and what costs may be above contracted price difference as soon as reasonably possible. Also, be advised: weather, material availability, and environmental conditions can delay the eventual completion and shall affect and be understood by the contracted parties. All arbitration of conditions or completions will be immediately affirmed and reasonably settled by both parties. Public Liability Insurance on above work to be taken out by:

Respectfully submitted _____
per _____

Note - This proposal may be withdrawn by us if not accepted
within (30) W days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do
the work as specified. Payment will be made as outlined above.

Signature _____

A.A.P. Inc.
K.S. Wisor, Sales

526 W. PAULINE DR.
CLEARFIELD, PA 16830-1011
(814) 765-3150

PROPOSAL

- NOTICE -
YOU HAVE THREE DAYS
TO CANCEL THIS CONTRACT.

NO.

9572188

DATE

1-27-88

SHEET NO.

3 of 4

Proposal Submitted To:

NAME

Rene Kelly

STREET

1184 Valley Road

CITY

West Decatur

STATE

PA

PHONE

857-2188

16878

Work to be Performed at:

NAME

The Same

STREET

1184 Valley Road

CITY

STATE

PHONE

We hereby propose to furnish the materials and perform the labor necessary for the completion of

5) ~~784~~ DANGEROUS LIVING SPACE ON STAIRWELL HAS "NO" railing required by ANY FORM OF BUILDING CODE (Boca-Raton Code). It WAS DAMPED ON SITE NEVER INSTALLED BY HOME PRODUCER, SIZE OFFERED NOT APPROPRIATE SIZE. \$1650.00

7) ~~784~~ Kitchen BACKSPLASH WAS POORLY INSTALLED EITHER CEMENT OR MECHANICAL FASTENER HAS LOOSENED & ALLOWS WATER TO SEEP BEHIND A DRY FORMED AREA BELOW WINDOWS & ABOVE COUNTER TOP (BACKSPLASH POORLY DONE, DONE WITHOUT CONCERN FOR GOOD CARPENTRY SKILLS. L & M. (REMOVE SEAL REATTACH) \$800.00

8) SIDING IS ROLLING (SOME AREAS ARE TIGHT, SOME LOOSE THIS WAS PLACED ON A PERFECTLY NEW HOME, NOT FINISHED PROPERLY)

9) "220V" J-BOX NO COVER - VIOLATED ELECTRICAL CODE, UNSAFE

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

Dollars (\$

).

with payments to be made as follows:

* \$8 - TO CORRECT 'REMOVE & REHANG' W/ NAILS @ PROPER DEPT. 9) Needs paper cover

Any unforeseen conditions or unplanned perils that have a direct effect on the project will result in additional costs. Contractor will advise of such conditions or perils upon discovery and what costs may be above contracted price difference as soon as reasonably possible. Also, be advised: weather, material availability, and environmental conditions can delay the eventual completion and shall affect and be understood by the contracted parties. All arbitration of conditions or completions will be immediately affirmed and reasonably settled by both parties. Public Liability Insurance on above work to be taken out by:

Respectfully submitted

per

Note - This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

A.A.P. Inc.
K.S. Wisor, Sales

526 W. PAULINE DR.
CLEARFIELD, PA 16830-1011
(814) 765-3150

PROPOSAL

- NOTICE -
YOU HAVE THREE DAYS
TO CANCEL THIS CONTRACT.

NO. 8572188

DATE 1-27-08

SHEET NO. 4 of 4

Proposal Submitted To:

NAME Renee Kelley
STREET 1184 Valley Road
CITY West Decatur STATE PA
PHONE 857-2188 16828

Work to be Performed at:

NAME The Same
STREET 1184 Valley Road
CITY _____ STATE _____
PHONE _____

We hereby propose to furnish the materials and perform the labor necessary for the completion of

1. High oversized Trunkline improperly installed in
Basement, when All That was required was
to install AN "A COLLAR" Between Floor trusses
to acquire A hidden recessed "Hot port" to
other half of House - poorly done & unsightly: 260⁰⁰
Several masses of wire are connected out-
side of the recessed panels of the Floor Trusses.
These wires are to be in "Junction Boxes" Not bunch-
ed together & left exposed to "Small children" or "Anybody".
They must be reduced recessed put into proper coded
Junction boxes & covers. Overall, A Beautiful home, but
must be brought up to corrected standards, by A professional contractor.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of
50.00 per inspection Dollars (\$ 7,970.29).

with payments to be made as follows:

Any unforeseen conditions or unplanned perils that have a direct effect on the project will result in additional costs. Contractor will advise of such conditions or perils upon discovery and what costs may be above contracted price difference as soon as reasonably possible. Also, be advised: weather, material availability, and environmental conditions can delay the eventual completion and shall affect and be understood by the contracted parties. All arbitration of conditions or completions will be immediately affirmed and reasonably settled by both parties. Public Liability Insurance on above work to be taken out by:

Final Page
Respectfully submitted

per

K.S. Wisor

Note - This proposal may be withdrawn by us if not accepted within (30) days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

K.S. Wisor
1341 TURNPIKE AVE.
CLEARFIELD, PA 16830
(814) 765-3150

PROPOSAL

- NOTICE -
YOU HAVE THREE DAYS
TO CANCEL THIS CONTRACT.

NO. 8572188
DATE 2-5-08
SHEET NO. - 1 -

Proposal Submitted To:

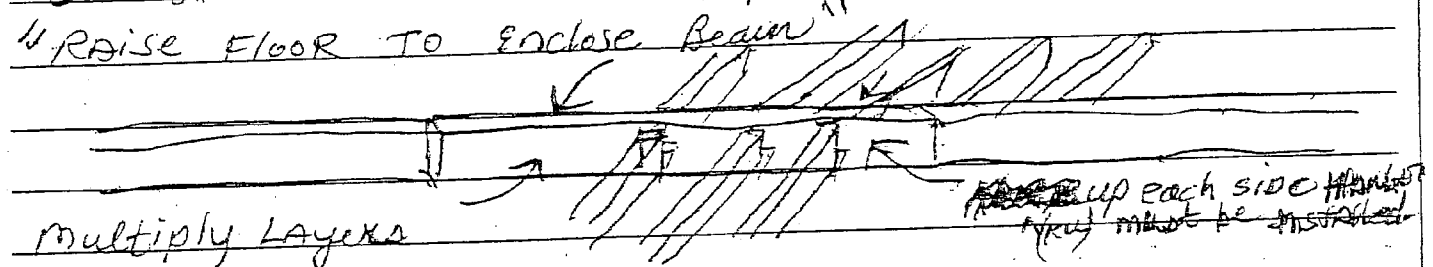
NAME Renee Kelley
STREET 1184 Valley Road
CITY West Decatur STATE PA
PHONE 857 2188

Work to be Performed at:

NAME THE SAME
STREET 1184 Valley Road
CITY _____ STATE _____
PHONE _____

We hereby propose to furnish the materials and perform the labor necessary for the completion of

AMENDMENT TO PROPOSAL (1-27-08)
Credit \$900.00 TO Cut Away Center beam
"RAISE FLOOR TO ENCLOSE BEAM"

Multiply Layers


RAISE HEADERS
DOUBLE BEAM
FLOOR
AFTER 2x4 FLOOR JOIST TRUSS IS INSTALLED
TORN COVER w/ O.S.B. FOR SMOOTH FLOORING
HEADER MUST BE RAISED 6". *NOT ESTIMATED - FACTORY SHOULD SUPPORT w/ SCISSORS

* THERE IS ABSOLUTELY NO "SCISSOR TRUSS" SUPPORT SYSTEM FOR ROOF STABILITY
All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of
Dollars (\$ 2700).

with payments to be made as follows:

A SPECIAL NOTE (I FOUND NO LOCAL AUTHORITY INSPECTIONS)

Any unforeseen conditions or unplanned perils that have a direct effect on the project will result in additional costs. Contractor will advise of such conditions or perils upon discovery and what costs may be above contracted price difference as soon as reasonably possible. Also, be advised: weather, material availability, and environmental conditions can delay the eventual completion and shall affect and be understood by the contracted parties. All arbitration of conditions or completions will be immediately affirmed and reasonably settled by both parties.

Public Liability Insurance on above work to be taken out by:

Eric Indence

Respectfully submitted

per

K.S. WISOR

Note - This proposal may be withdrawn by us if not accepted
within 30 days:

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Order Summary

1 Please verify your billing and shipping information.

1 Note: To ensure that your parts are delivered promptly, please provide a physical mailing address.

Billing
Address:

Renee Kelley
1184 Valley Road
West Decatur, PA
16878

Shipping
Address:

Renee Kelley
1184 Valley Road
West Decatur, PA
16878

[Change](#)

[Change](#)

2 Verify your order. To change or modify your order click on **Change Order** below.

Part Description:	Quantity:	Part Number:	Model Number:	Price per unit:	Cost:
DOR-FIP SS	1	L2305850LG	10655546402	\$628.49	\$628.49

Subtotal: \$628.49

Shipping & Handling: \$15.99

Tax: \$38.67

Total: \$683.15

[Change Order](#)

3 Please enter any discount information.

Coupon Information

Enter the Reference Number for the coupon or promotion.

Reference Number:

[Update Order Totals](#)

If you would like to preview the coupon information applied to your order information, please click on the **Update Order Total** above.

[For Sears Associates](#)

9 Post / K-1
200

CASTLE SERVICE PROCEDURES

HOMEOWNERS RESPONSIBILITIES

Your new home requires an active maintenance effort on your part to reduce the likelihood of damage due to neglect, improper maintenance or abnormal use. One of the more typical problems encountered by new homeowners is water damage to exterior walls and basements. Damage of this sort may be caused by the location and type of home; owner installed trees and shrubbery, or failure of the homeowner to maintain the proper drainage away from the home. It is your responsibility to maintain, in this instance, a proper grade around your home that will ensure the continued movement of surface water away from your home.

Excessive entrance of water around the foundation can cause soil movement and serious damage. Excessive water entrance and subsequent damages cause by the home owner changing the grade, not properly maintaining it or cultivating and landscaping areas near the foundation will not be considered items requiring service by Castle.

Settling of the foundation that may occur due to aforementioned conditions that cause drywall cracks, uneven floors, door swing problems or any other associated problem not covered by this warranty.

Various regional areas of the country may have local maintenance problems. Homeowners are encouraged to discuss specific maintenance responsibilities with their Builder.

NOTE: Damage caused or made worse by homeowner negligence, improper maintenance and/or operation will not be covered by this warranty.

MATERIALS, APPLIANCES, FIXTURES, AND OTHER FURNISHINGS WARRANTED BY OTHERS

Many of the appliances, fixtures, and materials used in the construction of the Castle home are warranted in writing by their manufacturers, and copies of these warranties are provided with the home. These supplier warranties include, but are not limited to, items such as water heaters, radiant heaters, furnaces, ranges, refrigerators, dishwashers, garbage disposals, microwaves, washers and dryers, bath tubs, faucets, interior and exterior doors, siding, shingles, windows, smoke detectors, and pre-built fireplaces. Castle does not warrant products which carry their own manufacturer's warranty, does not adopt the manufacturer's warranties, and disclaims any implied warranties of Merchantability or Fitness for Purpose. The manufacturer's warranties are passed through to the Homeowner and the Homeowner is assigned all rights thereunder, and if any warranty service is needed for any of these warranted items, the manufacturer's nearest authorized service center should be contacted or such other procedure followed as may be directed by the manufacturer's written warranty.

Castle, does not warrant against normal use and maintenance.

This warranty is not valid if additions, repairs, or alterations are made to a home outside the Manufacturer's factory or if such home has been subjected to misuse, or if purchaser fails to comply with the service instructions contained in all bulletins, manuals, and instructions furnished by Castle.

Castle reserves the unrestricted right, at any time, to make changes in the design of, and improvement in, or on, its homes with out incurring any obligation to make corresponding changes or improvements in, or on, homes manufactured prior to the time such changes are made.

Exhibit "E"

WHAT IS NOT COVERED

This WARRANTY Does Not Cover the Following Non-Warrantable Items:

- 1). Any appliance, fixture, or construction material which is warranted in writing by its manufacturer.
- 2). Any drywall cracks that may occur during transportation, erection, or settling due to unstable soil conditions and/or foundation conditions outside the control of Castle.
- 3). Normal deterioration from use, wear, or exposure.
- 4). Chips, scratches, cracks, and mars in woodwork, walls, porcelain, mirrors, plumbing fixtures, kitchen appliances, countertops, doors, siding, windows, railings, light fixtures, exterior aluminum trim, floor coverings, cabinets, broken glass, defective screens, or similar defects readily visible to the human eye, which are not noted for correction in writing to Castle within 7 days after delivery of the home.
- 5). Defects or problems caused by factors beyond Castle's control, such as but not limited to, misuse, abuse, inadequate maintenance, performances other than by Castle's employees under Castle's direction or delays in reporting problems.
- 6). Shading caused by touch-ups of a primer coat of paint on the interior walls.
- 7). Ceiling shadows caused by lighting.
- 8). Carpet seams that show due to carpet nap, piling, etc. Only when a gap in the carpet is visible will Castle re-seam the carpet.
- 9). Any items damaged by excessive humidity within the house as a result of:
 - Poor exterior grading or dampness in the crawl space or basement areas
 - Moisture forming in the attic from high winds during rain or snow storms
 - Improper usage of bath and kitchen exhaust fans or humidifiers
 - Delayed installation of gutter or downspout
 - Use of kerosene type portable space heaters
 - Ice build-up on roof, gutters, etc.

NOTE: Windows will collect condensation on interior surfaces when extreme temperature difference and high humidity levels are present. Condensation is usually the result of climatic humidity conditions caused by the Homeowner within the home.

- 10). Any defects or problems resulting from the operation of unvented space or room heaters (including kerosene type that have become popular in recent years). Water vapor, carbon dioxide and carbon are by-products of combustion and occur in sufficient quantities in airtight, energy efficient homes such as are produced by Castle.
- 11). Any defects or problems resulting from accidents or causes, such as but not limited to: fire, explosion, smoke, glass breakage, windstorms, hail, lightning, falling trees, aircraft, vehicles, ice back ups, flood, earthquake, or other acts of God.

- 12.) Hose bibs that rupture to freezing. Do not leave the hose on the bibs in cold weather and during seasonal changes. Drain the water lines during winter months. Repair at once a dripping bib (Castle does not warrant any faucet washers). The repair and replacement of items damaged by a ruptured bib is the responsibility of the Homeowner.
- 13.) Replacement water heater elements burned out as a result of energizing of the water heater (turning on of electricity or gas) prior to filling of the appliance with water. The replacement of any item damaged from such actions is the responsibility of the Homeowner/Builder.
- 14.) Allowable floor and ceiling deflections are governed by the approved building code.
- 15.) Any drywall cracking resulting from settling of the foundation is the responsibility of the Builder.
- 16.) All painting is the responsibility of the Homeowner.
- 17.) Any loss or damage which you, the Homeowner, have not taken timely action to minimize.
- 18.) Failure of your Builder to complete construction of the home.
- 19.) Any condition that does not result in actual physical damage to the home.

NOTE: Service items that are considered home owner maintenance items and not covered by warranty are the following:

- a.) Faucet or drain leak - due to loose connections
- b.) Wax ring on toilet
- c.) Adjust interior/exterior doors
- d.) Adjust screen door (slider screens)
- e.) Adjust cabinet doors
- f.) Repair scratched counter tops/sinks
- g.) Replace or repair window/door screens
- h.) Handles for screen doors after 30 days
- i.) Interior locksets after 30 days
- j.) Toilet seats
- k.) Draperies
- l.) Weather-stripping for exterior doors
- m.) Plugged screens/valves/shut-offs due to sediment
- n.) Door stops
- o.) Receptacle plugs
- p.) Replacement of cabinet doors after 30 days of occupancy
- q.) Exterior doors rusting (doors are to be painted upon delivery, due to only being primer coated)
- r.) Adjust tub trip lever to hold water

For further clarification of the above 18 items, please refer to the Residential Warranty Corporation manual.

INCIDENTAL OR CONSEQUENTIAL DAMAGES

In no event, whether resulting from breach of this warranty or any implied warranty, negligence or other cause shall Castle or one of its Builders or Dealers be liable for incidental or consequential damages, such as, but not limited to, loss of use of the home or any part thereof, loss of or damage to other property, travel or lodging expense, commercial loss or damage, loss of time or inconvenience.

Some states do not allow limitations on how long an implied warranty lasts, or limitations of incidental or consequential damages, so the above limitations may not apply to you. This gives you specific legal rights and you may also have other rights, which vary, from state to state.

WARRANTY SERVICE PROCEDURE

We have made every effort to provide you a home of the highest quality; however, since there are approximately 35,000 parts in the average home, many of which are affected by climatic conditions and other variables, it is likely that some warranty service will be required. In order to minimize any inconvenience to the Builder, we have designed a service program that will insure our customers satisfaction with their new Castle homes. During the Warranty Period specified inspections and reports are required of the Homeowners. Following the prescribed program will allow for efficient and timely service from Castle and/or builder. Thank you for your cooperation.

- 1). *Builder/buyer's Acceptance Inspection*
The Builder and Homeowner jointly inspect the home prior to closing and occupancy. It is extremely critical that a thorough inspection be made in that a number of items become Non-warrantable after this inspection.
- 2). *First Service Request*
After living in a home for several months, it is normal to expect some adjustment to become necessary as a result of drying out and shrinkage of the organic materials from which the house is constructed. We suggest that you keep track of these minor items which may appear on the provided form. During your fourth month of occupancy please send this form to your Builder. The Builder will report to Castle those items covered by Castle's Warranty.
- 3). *One-Year Service Request*
During the twelfth (12) month of the warranty, list all items that are covered under your warranty that require service. Please use the form provided for this purpose and mail it to your Builder. At the same time that Castle or the Builder performs the service on this One Year Service Request, the Builder will take care of any nail pops or cracks in your drywall that are his responsibility or covered by the warranty. The Builder will only perform spackling repairs, all painting remains the responsibility of the Homeowner.
- 4). *Service after One Year*
A Service Request form is provided for the reporting of any item that the Homeowner feels is covered under the structural portion of this warranty. On such occurrences the Homeowner must complete the Service Request form and mail it to the Builder. Upon receipt from the Builder Castle will contact the Homeowner regarding the actions to be taken on the service request.
- 5). *Emergency Service*
Of course, any defects of an emergency nature which will render the home uninhabitable or where damage will be worsened if prompt action is not taken should be reported to the Builder immediately by telephone. Such "emergency" defects would include but are not limited to, electrical failure, plumbing leaks, roof leaks, malfunctions of major mechanical equipment.

DEFINITIONS

Appliances, Fixtures, and Equipment: The term, "Appliances, Fixtures, and Equipment" (including their fittings, attachments, controls, and appurtenances) shall include, but not limited to:

Furnaces, boilers, oil tanks, and fittings, humidifiers, air purifiers, air handling equipment, ventilating fans, air conditioning equipment, water heaters, pumps, stoves, refrigerators, garbage disposals, computers, dishwashers, automatic door openers, washers and dryers, bathtubs, sinks, toilets, faucets and fittings, lighting fixtures, and circuit breakers. Warranty by their manufacturers is not covered by this warranty. The initial Castle Warranty coverage period for appliances, fixtures equipment (including their fittings, attachments, controls, and appurtenances) is one year, and is covered by the individual manufacturers warranties on specific items. The Owner's negligence or improper maintenance or service, however, may void the manufacturers' warranties. This warranty implies only to those items supplied by and installed by Castle in its factory prior to the delivery of the home to the job site. It does not cover site work or site installed equipment, etc.

Systems: The term "systems" (exclusive of appliances, fixtures, and equipment as specified above) means the following:

(A) **Plumbing Systems** – water supply lines and fittings, waste and vent pipes and their fittings, water piping. This warranty applies only to those items supplied by and installed by Castle in its factory prior to delivery of the home to the job site. It does not cover site work or site installed equipment, etc.

(B) **Electrical Systems** – all wiring, electrical boxes, switches, outlets, and connections up to the panel box.

(C) **Heating, Ventilating, Cooling, and Mechanical Systems** – all ductwork, water, and including refrigerant lines, registers, convectors, radiation elements, and dampers. This warranty applies only to those items supplied by and installed by Castle in its factory prior to delivery of the home to the job site. It does not cover site work or site installed equipment, etc.

COVERAGE DURING THE FIRST YEAR

During the first year your home is warranted against the following:

- Faulty workmanship and materials;
- Defects in wiring, piping, and ductwork in the electrical, plumbing, heating, cooling, ventilating and mechanical systems; and,
- Major Structural Defects

NOTE: New homes, no matter how carefully constructed, go through a period of normal settlement and shrinkage. During this period, hairline cracks, some wood shrinkage and warping and other minor matters may occur, much of which is unavoidable. Castle assumes no responsibility for these minor defects.

COVERAGE DURING THE YEARS TWO THROUGH TEN

From the beginning of the second year until the end of the tenth year, your home is insured against Major Structural Defects only.

QUALITY STANDARDS – TOPIC INDEX

The Quality Standards list specific items (defects) within each separate area of coverage. The first section covers Workmanship and materials; the second section covers Systems; and the third covers Major Structural Defects.

The Quality Standards are expressed in terms of performance standards. For easy comprehension, the format is designed as follows:

1. Possible Deficiency – a brief statement, in simple terms, of problems that may be encountered.
2. Performance Standard – a performance standard relating to a specific deficiency.
3. Responsibility – a statement of the corrective action required of the Warrantor to repair the deficiency; or a statement of Homeowner's maintenance responsibilities.

Workmanship and Materials Includes:

Site Grading
Concrete
Masonry
Wood & Plastic
Thermal and Moisture Protection
Doors and Windows
Finishes
Specialties
Equipment
Mechanical
Electrical

Systems Includes:

Mechanical
Electrical

Major Structural Defects

WORKMANSHIP AND MATERIALS: FIRST YEAR ONLY

Topic: Site Work Site Drainage Possible Deficiency:	Coverage: None Coverage: None Improper drainage of the site.	Area: Workmanship and Materials Builder responsibility – not covered by this warranty.
Topic: Concrete Expansion and Contraction Joints	Coverage: None Coverage: None	Area: Workmanship and Materials Builder Responsibility-Not Covered by Castle
Cast-in-Place Concrete	Coverage: None	Builder Responsibility-Not Covered by Castle
Possible Deficiency	Cracking of basement floor	Builder Responsibility-Not Covered by Castle
Possible Deficiency	Cracking of slab in attached garage	Builder Responsibility-Not Covered by Castle
Possible Deficiency	Uneven concrete floors/slabs	Builder Responsibility-Not Covered by Castle
Possible Deficiency	Cracks in concrete slab on grade floors	Builder Responsibility-Not Covered by Castle
Possible Deficiency	Pitting, scaling or spalling of concrete work	Builder Responsibility-Not Covered by Castle
Possible Deficiency	Settling, heaving, or separating of Stoops, steps or garage floors	Builder Responsibility-Not Covered by Castle
Possible Deficiency	standing water on steps	Builder Responsibility-Not Covered by Castle
Topic: Masonry Possible Deficiency	Coverage: None Basement or foundation wall cracks	Area: Workmanship and Materials Builder Responsibility-Not Covered by Castle
Possible Deficiency	Cracks in masonry walls or veneer	Builder Responsibility-Not Covered by Castle

Topic: Wood and Plastic Coverage: 1st Year Only Area: Workmanship and Materials
rough Carpentry

Possible Deficiency Floors Squeak or subfloor appears loose

Performance Standard Floor squeaks and loose subfloor are often temporary conditions common to new home construction, and a squeak-proof floor cannot be guaranteed. Castle will correct the problem only if caused by an underlying construction defect.

Possible Deficiency Uneven wood floors

Performance Standard Floors shall not have more than 1/4" ridge or depression within 32" measurement when measured parallel to the joists. Allowable floor and ceiling joist deflections are governed by the Approved building code.

Responsibility Castle will correct or repair to meet Performance Standard.

Possible Deficiency Bowed Walls

Performance Standard All interior and exterior walls have slight variances on their finished surfaces. Bowing of walls should not detract from or blemish the wall's finished surface. Walls should not bow more than 1/4" out of line within any 32" horizontal or vertical measurement.

Responsibility Castle will repair to meet Performance Standard.

Possible Deficiency Out-of-plumb walls

Performance Standard Walls should not be more than 1/4" out of plumb for any 32" vertical measurement.

Responsibility Castle will repair to meet the Performance Standard.

Finish Carpentry (Interior)

Possible Deficiency Poor quality of interior trim workmanship.

Performance Standard Joints in moldings or joints between moldings and adjacent surface shall not result in open joints exceeding 1/8" in width.

Responsibility Castle will repair defective joints, as defined. Caulking is acceptable.

Finish Carpentry (Exterior)

Possible Deficiency Joints between exterior trim elements, including siding and masonry, shall not result in open joints in excess of 3/8". In all cases, the exterior trim, masonry and siding shall be capable of performing its function to exclude the elements.

Responsibility Castle will repair open joints, as defined. Caulking is acceptable.

Topic: Thermal and Moisture Coverage: 1st Year Only Area: Workmanship and Material

Waterproofing

Possible Deficiency Leaks in basement.

Responsibility Builder Responsibility-Not covered by Castle.

Insulation

Possible Deficiency Insufficient insulation.

Performance Standard Insulation shall be installed in accordance with applicable energy and building code requirements.

Responsibility Castle will install insulation in sufficient amounts to meet Performance Standard.

Louvers and Vents

Possible Deficiency Leaks due to snow or rain driven in to the attic through louvers or vents.

Responsibility None.

Roofing and Siding

Possible Deficiency Ice build-up on roof.

Performance Standard During prolonged cold spells, ice build-up is likely to occur at the eaves of a roof particularly where there is a valley. This condition occurs when snow and ice accumulate and gutters and downspouts freeze up.
 Responsibility Prevention of ice build-up on the roof is a Homeowner maintenance item.

Possible Deficiency Roof or flashing leaks.

Performance Standard Roofs or flashing shall not leak under normally anticipated conditions, except where cause is determined to result from ice build-up or Homeowner actions or negligence.

Responsibility Castle will repair any verified roof or flashing leaks not caused by ice build-up, Homeowner actions, negligence, or improper set up by Builder.

Possible Deficiency Standing water on flat roof.
 Performance Standard Water shall drain from flat roof except for minor ponding immediately following rainfall or when the roof is specifically designed for water retention.

Responsibility Castle will take corrective action to assure proper drainage of roof.

Possible Deficiency Delaminating of veneer siding or joint separation.
 Performance Standard All siding shall be installed according to the siding manufacturer's and industry's accepted standards. Separations and delaminating shall be repaired or replaced.

Responsibility Castle will repair or replace siding as needed unless caused by Homeowner's neglect to maintain siding properly. Repaired area may not match in color and/or texture. For surfaces requiring paint, Builder will paint only the new materials. The Homeowner can expect that the newly painted surface may not match original surface in color.

Sheet metal Not covered by warranty
 Possible Deficiency Gutters and/or downspout leaks. Responsibility of installer. Not covered by this warranty.

Possible Deficiency Water standing in gutters. Responsibility of installer. Not covered by this warranty.

Sealants Leaks in exterior walls due to inadequate caulking.

Possible Deficiency Joints and cracks in exterior wall surfaces and around openings shall be properly caulked to exclude the entry of water.

Performance Standard Castle will repair and/or caulk joints or cracks in exterior wall surfaces as required to correct deficiencies one time, during the first year warranty period. Even properly installed caulking will shrink and must be maintained by the Homeowner during the life of the home.

Topic: Doors and Windows Coverage: 1st Year Only Area: Workmanship and Materials
 Wood and Plastic Doors

Possible Deficiency Warpage of exterior doors.
 Performance Standard Exterior doors will warp to some degree due to temperature differential on inside and outside surfaces. However, they shall not warp to the extent that they become inoperable or cease to be weather resistant or exceed National Woodwork Manufacturers Association Standards (1/4" measured diagonally from corner to corner).

Responsibility Castle will correct or replace and refinish defective doors, during the first year Warranty period.

Possible Deficiency Warpage of interior passage and closet doors.

Performance Standard Interior doors (full openings) shall not warp in excess of National Woodwork Manufacturers Associations Standards (1/4").

Responsibility Castle will correct or replace and refinish defective doors to match existing doors as nearly as possible, during the first year Warranty period.

Glass

Possible Deficiency Broken Glass

Performance Standard None

Responsibility Broken glass not reported to Castle at the time of delivery is the Homeowners responsibility.

Garage Doors on Attached Garage Responsibility of installer. Not covered by this warranty.

Wood, Plastic and Metal Windows

Possible Deficiency Malfunction of windows,

Performance Standard Windows shall operate with reasonable ease, as designed.

Responsibility Castle will correct or repair as required.

Possible Deficiency Condensation and/or frost on windows.

Performance Standard Windows will collect condensation on interior surfaces when extreme temperature difference and high humidity levels are present. Condensation is usually the result of climatic/humidity conditions created by the Homeowner within the home.

Possible Deficiency Air infiltration around doors and windows.

Performance Standard Some infiltration is normally noticeable around doors and windows, especially during high winds. Poorly fitted weather-stripping shall be adjusted or replaced. It may be necessary for the Owner to have storm doors and windows installed to provide satisfactory solutions in high wind areas.

Responsibility Castle will adjust or correct poorly fitted doors, windows, or poorly fitted weather-stripping.

Topic: Finishes

Area: Workmanship

and Materials

Coverage: 1st Year Only

Plaster and Plaster

Possible Deficiency Cracks in interior walls and ceiling surfaces.

Performance Standard Hairline cracks are not unusual in interior walls and ceiling surfaces. Cracks greater than 1/8" in width shall be repaired.

Responsibility Castle will repair cracks exceeding 1/8" in width as required; one time only, during the first year Warranty period. (See also "Painting")

Gypsum Wallboard

Possible Deficiency Defects that appear during first year of Warranty such as nail pops, blister in tape, or other blemishes.

Performance Standard Slight "imperfections" such as nail pops, seam lines and cracks not exceeding 1/8" in width are common in gypsum wallboard installations and are considered acceptable.

Responsibility Castle will repair cracks exceeding 1/8" in width one time only during the first year warranty period. (See also "Painting")

Ceramic Tile

(Where installed by Castle in its factory only.)

Possible Deficiency Ceramic tile cracks or becomes loose.

Performance Standard Ceramic tile shall not crack or become loose.

Responsibility Castle will replace cracked tiles and re-secure loose tiles unless the Owner's action or negligence caused the defects. Castle will not be responsible for discontinued patterns or color variations in ceramic tile. (Warranty applies only where installed by Castle in its factory.)

Possible Deficiency Cracks appear in grouting of ceramic tile joints or at junctions with other material such as a bathtub.

Performance Standard Cracks in grouting of ceramic tile joints are common due to normal shrinkage conditions.

Responsibility Castle will repair grouting if necessary one time only during the first year Warranty period. Castle will not be responsible for color variations or discontinued colored grout. Regrouting of these cracks is a maintenance responsibility of the Homeowner during the life of the home.

Finished Wood Flooring

Possible Deficiency Cracks developing between floor boards.

Performance Standard Cracks in excess of 1/8" width shall be corrected.

Responsibility Castle will repair cracks in excess of 1/8" within the first year Warranty period, by filling or replacing, at Castle's option.

Resilient Flooring

Possible Deficiency Nail pops appear on the surface of resilient flooring.

Performance Standard Readily apparent nail pops shall be repaired.

Responsibility Castle will correct nail pops that have broken the surface. Castle will repair or replace, at Castle's option, resilient floor covering in the affected area with similar material. Castle will not be responsible for discontinued patterns or color variations in the floor covering.

Possible Deficiency Depressions or ridges appear in the resilient flooring due to subfloor irregularities.

Performance Standard Readily apparent depressions or ridges exceeding 1/8" shall be repaired. The ridge or depression measurement is taken as the gap created at one end of a six-inch straightedge placed over the depression or with three inches of the straightedge on one side of the defect, held tightly to the floor.

Responsibility Castle will take corrective action as necessary, to bring the defect within acceptable tolerances. Castle will not be responsible for discontinued patterns or color variation in floor covering.

Possible Deficiency Resilient flooring loses adhesion.

Performance Standard Resilient flooring shall not lift, bubble or become unglued.

Responsibility Castle will repair or replace, at Castle's option the affected resilient flooring as required. Castle will not be responsible for discontinued patterns or color variations of floor covering, or for problems caused by owner neglect or abuse.

Possible Deficiency Seams or shrinkage gaps show at resilient flooring joints.

Performance Standard Gaps shall not exceed 1/16" width in resilient floor covering joints. Where dissimilar materials abut, a gap not to exceed 1/8" is permissible.

Responsibility Castle will repair or replace at Castle's option, the affected resilient flooring as required. Castle will not be responsible for discontinued patterns or color variation of floor covering, or for problems caused by owner neglect or abuse.

Painting (Primer)

Warranty coverage only when painting is performed by Castle in its factory prior to delivery. Castle is not responsible for color variations.

Possible Deficiency Exterior paint or stain peels, deteriorates, or fades.

Performance Standards Exterior paints or stains should not fail during the first year Warranty period. However, fading is normal and the degree is dependent on climatic conditions.

Responsibility If paint or stain is defective, Castle will properly prepare and refinish affected areas, matching color as close as possible. Where finish deterioration affects the majority of the wall area, the whole area will be refinished.

Possible Deficiency Painting required as corollary repair because of other work.
Performance Standard Repairs required under this Warranty should be finished to match surrounding areas as closely as practicable.

Responsibility Castle will finish repair areas as indicated.

Possible Deficiency Deterioration of varnish or lacquer finishes.
Performance Standard Natural finishes on interior woodwork shall not deteriorate during the first year of ownership. However, varnish type finishes used on the exterior will deteriorate rapidly and are not covered by the Warranty.

Responsibility Castle will retouch affected areas of material finish interior woodwork, matching the color as closely as possible.

Possible Deficiency Mildew or fungus on painted surfaces.
Performance Standard Mildew or fungus will form on a painted surface if the structure is subject to abnormal exposures (i.e., rainfall, ocean, lake, or riverfront).

Responsibility Mildew or fungus formation is a condition Castle cannot control and is a Homeowner maintenance item, unless it is a result of non-compliance with other sections of the Quality Standards.

Carpeting Possible Deficiency Open carpet seams.
Performance Standards Carpet seams will show. However, no visible gap is acceptable.
Responsibility Castle will correct.

Possible Deficiency Carpeting becomes loose, seams separate or stretching occurs.
Performance Standards Wall to wall carpeting, installed as the primary floor covering, when stretched and secured properly shall not come up, become loose, or separate from its point of attachment.

Responsibility Castle will re-stretch or re-secure carpeting as needed, if original installation was performed by Castle, unless separation occurs as a result of means out of the control of Castle.

Possible Deficiency Spots on carpet minor fading:
Performance Standard Exposure to light may cause spots on carpet and/or minor fading.
Responsibility None.

Topic: Specialties Coverage: 1st Year Only Area: Workmanship and Materials
Louvers and Vents

Possible Deficiency Inadequate ventilation of attics and crawl spaces.
Performance Standard Attic and crawl spaces shall be ventilated as required by the approved building code.

Responsibility Castle shall provide for adequate ventilation. Castle will not be responsible for Homeowner alterations to the original system.

Fireplace Coverage only when fireplace is factory installed.
Possible Deficiency Fireplace or chimney does not draw properly.
Performance Standard A properly designed and constructed fireplace and chimney shall function properly. It is normal to expect that high winds can cause temporary negative draft situations. Similar negative draft situations can also be caused by obstructions such as large branches of trees too close to the chimney. Some homes may need to have a window opened slightly to create an effective draft if they have been insulated and weatherproofed to meet high-energy conservation criteria.

responsibility	Castle will determine the cause of malfunction, and correct the problem only if the problem is one of design or construction of the fireplace.
Possible Deficiency	Chimney separation from structure to which it is attached.
Performance Standard	Newly built fireplaces will often incur slight amounts of separation. Separation shall not exceed 1/2" from the main structure in any 10' vertical measurement.
responsibility	Castle will determine the cause of separation and correct if standard is not met. Caulking is acceptable.
Possible Deficiency	Firebox paint changed by fire.
Performance Standard	None
responsibility	None. Heat from fires will alter finish.
Possible Deficiency	Cracked firebrick and mortar joints.
Performance Standard	None
responsibility	None. Heat and flames from fires will cause cracking.
Topic: Equipment	Coverage: 1 st Year Only Area: Workmanship and Materials Residential Equipment
Possible Deficiency	Surface cracks, joint delaminations and chips, high-pressure laminates on vanity and kitchen cabinet countertops.
Performance Standard	Warpage not to exceed 1/4" as measured from face frame to point of furthest warpage with door or drawer front in closed position.
responsibility	Castle will correct or replace doors or drawer fronts
Possible Deficiency	Gaps between cabinets, ceiling or walls.
Performance Standard	Acceptable tolerance 1/4" in width.
responsibility	Warrantor will correct to meet performance Standard.
Topic: Mechanical	Coverage: 1 st Year Only Area: Workmanship and Materials
Water Supply System	
Possible Deficiency	Plumbing pipes freeze and burst.
Performance Standard	Drain, waste and vent, and water pipes shall be adequately protected, as required by applicable code, during normally anticipated cold weather, and as defined in accordance with ASHRAE design to prevent freezing.
responsibility	Castle will correct situations not meeting the code. It is the Homeowners responsibility to drain or otherwise protect lines and exterior faucets exposed to freezing temperatures. No warranty coverage.
Plumbing	
Possible Deficiency	Faucet or valve leak.
Performance Standard	No valve or faucet shall leak due to defects in material or workmanship.
responsibility	Castle will repair or replace the leaking faucet or valve.
Possible Deficiency	Defective plumbing fixtures, appliances or trim fittings.
Performance Standard	Fixtures, appliances or fittings shall comply with their manufacturer's standards.
responsibility	The appliance manufacturer, fixture manufacturer or fitting manufacturer, under its warranty will replace any defective fixture or fitting which does not meet acceptable standards, as defined by the Appliance, fixture, or fitting manufacturer.
Possible Deficiency	Noisy Water Pipes
Performance Standard	There will be noise emitting from the water pipe system, due to the flow of water. However, water hammer shall be eliminated.

Responsibility Castle cannot remove all noises due to water flow and pipe expansion. Castle will correct to eliminate "water hammer".

Possible Deficiency Inadequate heating.
Performance Standard Heating system shall be capable of producing an inside temperature of 80 degrees F, as measured in the center of each room at a height of 5' above the floor, under local outdoor winter design conditions as specified in ASHRAE handbook. Federal, state or local energy codes shall supersede this standard where such codes have been locally adopted.

Responsibility Castle will correct heating system to provide the required temperatures. However, Homeowner shall be responsible for balancing dampers, registers, and other minor adjustments.

Refrigeration Not covered by this warranty.

Topic: Electrical Coverage: 1st Year Only Area: Workmanship and Materials
Electrical Conductors, Fuses, and Circuit Breakers

Possible Deficiency Fuses blow or circuit breakers (excluding ground fault interrupters) "kick out"
Performance Standard Fuses and circuit breakers shall not activate under normal usage.
Responsibility Castle will check wiring circuits conformity with local, state, or approved national electrical code requirements. Castle will correct circuitry not conforming to code specifications.

Outlets, Switches, and Fixtures

Possible Deficiency Drafts from electrical outlets.
Performance Standard Electrical junction boxes on exterior walls may produce airflow whereby the cold air can be drawn through the outlet in to a room. The problem is normal in new home construction.

Responsibility None.

Possible Deficiency Malfunction of electrical outlets, switches or fixtures.
Performance Standard All switches and outlets shall operate as intended.
Responsibility Castle will repair or replace defective switches, fixtures and outlets.

Service and Distribution

Possible Deficiency Ground fault interrupter trips frequently.
Performance Standard Ground fault interrupters are sensitive safety devices installed into the electrical system to provide protection against electrical shock. These sensitive devices can be tripped very easily.

Responsibility Castle shall install ground fault interruption accordance with approved electrical code. Tripping is to be expected and is not covered, unless due to a construction defect.

SYSTEMS

Topic: Mechanical

Coverage: 1st Year

Area: Systems

Water Supply System
Possible Deficiency
Performance Standard

Water supply system fails to deliver water.
All on-site service connections to municipal water main and private supply shall be the Builder's responsibility. Private systems shall be designed and installed in accordance with all approved building, plumbing, and health codes.
Castle will repair if failure is the result of defective workmanship or materials installed at the factory. If conditions beyond Castle's control disrupt or eliminate the source of the supply, Castle has no responsibility.

Responsibility

Septic Tank System Plumbing Possible Deficiency Performance Standard Responsibility	<p>Installer's Responsibility – Not Covered by this warranty. Warranty limited to plumbing installed by Castle. Leakage from any piping. No leaks of any kind shall exist in any soil, waste, vent or water pipe. Condensation on piping does not constitute leakage, and is not covered. Castle will make repairs to eliminate leakage.</p>
Possible Deficiency Performance Standard Responsibility	<p>Stopped up sewers, fixtures, and drains. Sewers, fixtures, and drains shall operate properly. Castle will not be responsible for sewers, fixtures and drains, which are clogged through the Homeowner's negligence. If a problem occurs, the Owner should consult Castle for a proper course of action. Where defective construction is shown to be the cause, Castle will assume the cost of the repair, where Owner negligence is shown to be the cause, the Owner shall assume all repair costs.</p>
Topic: Mechanical Air Distribution	<p>Coverage: 1st Year Area: Systems Installers Responsibility – Not Covered by Castle.</p>
Topic: Electrical Possible Deficiency Performance Standard Responsibility	<p>Coverage: 1st Year Area: Systems Failure of wiring to carry its designed load. Wiring should be capable of carrying the designed load for normal residential use. Castle will check wiring for conformity with local, state, or approved national electrical code requirements. Castle will repair wiring not conforming to code specifications.</p>

MAJOR STRUCTURAL DEFECTS: 1ST YEAR THROUGH 10TH YEAR

A "Major Structural Defect" is actual physical damage to the following designated load-bearing portions of the home caused by failure of such load-bearing portions which affects their load-bearing functions to the extent that the home becomes unsafe, unsanitary or otherwise unlivable: (note: The structural items covered are only those supplied and installed by Castle and are in place in the home at the time of delivery of the home to the job site. This warranty doesn't cover site work structural items performed by your Builder, by you, or by others.

- 1). Beams;
- 2). Girders;
- 3). Walls and partitions;
- 4). Floor systems; and
- 5). Roof framing systems.

Repair of a Major Structural Defect is limited to the repair of damage to the load-bearing elements of the home themselves, which is necessary to restore their load-bearing ability.

Damage to the following non-load bearing elements do not constitute a major structural defect. (See Note!).

- 1). Roof shingles and sheathing
- 2). Drywall and plaster;
- 3). Exterior siding
- 4). Brick, stone, or stucco veneer;
- 5). Subfloor and flooring materials;
- 6). Wall tile or other wall coverings;
- 7). Non-load bearing walls;
- 8). Concrete floors in attached garages and basements that are built separate from foundation walls or other structural elements of the home;

). Electrical, heating, cooling, ventilation, mechanical, and plumbing systems; appliances, equipment, fixtures, paint, doors, windows, trim, cabinet, hardware and insulation.

Note: In the event of a Major Structural Defect occurring in the first year of coverage, repairs will also include correction of items necessary to bring the home into compliance with the Approved Standards. The unsafe, unsanitary, or otherwise unlivable criteria, under Major Structural Defect, is limited only to the repair of plumbing, waste, and electrical lines, ductwork, heating systems, and other items that affect the health or safety of the occupants of the home, which were damaged by the Major Structural Defect.

APPENDIX A - MODULAR HOME BUILDING CODES

Building Codes

- *BOCA Basic Building Code, Building Officials & Code Administrators International, Inc.
- *CABO One & Two Family Barrier Free Design
- *Barrier Free Design

Mechanical Codes

- *BOCA Basic Mechanical Code Building Officials & Code Administrators International

Energy Codes

- *BOCA Conservation Code
- *NY State Energy Conservation Code
- *ASHRAE 90-75
- *PA Energy Code PA Bulletin 16

Plumbing Codes

- *BCA Basic Plumbing Code, Building Code Administrators International Inc.
- *National Standard Plumbing Code
- *Maine State Plumbing Code

Electrical Codes

- *National electrical Code,

Protection Association

APPENDIX B – MANUFACTURED HOUSING BUILDING CODES

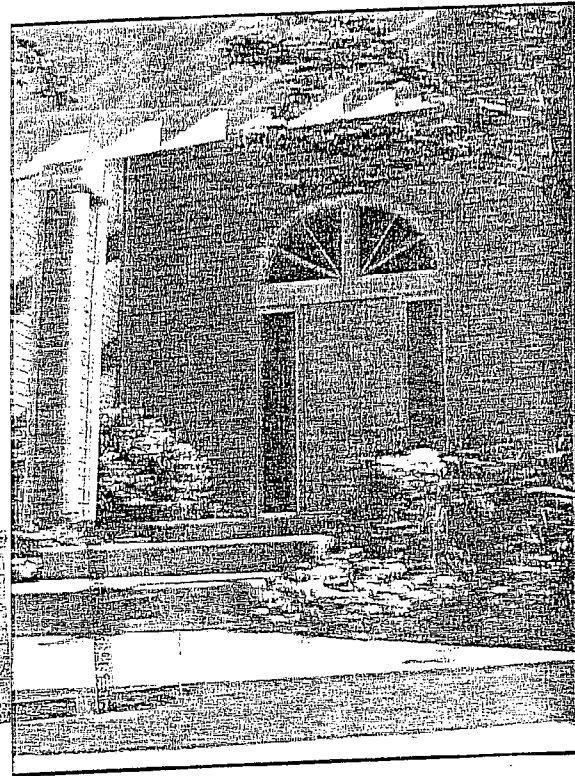
Part 3280 Manufactured Home Construction and Safety Standards as excerpted from the Code of Federal Regulations, Housing and Urban Development.

Part 3282 Manufactured Home Construction and Safety Standards as excerpted from the Code of Federal Regulations, Housing and Urban Development.



The Limited Warranty

10 YEAR WRITTEN WARRANTY FOR
MANUFACTURED BUILDING SYSTEMS



ENROLLMENT NUMBER _____

MANUFACTURING CONTROL NUMBER _____

EFFECTIVE DATE OF WARRANTY _____

SAMPLE

NOTICE OF WAIVER OF IMPLIED WARRANTY

MANUFACTURERS LIMITED WARRANTY IS PROVIDED IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES. TO THE EXTENT PERMITTED BY LAW, THE PURCHASER OF THIS HOME AND ALL SUBSEQUENT CHASERS HEREBY WAIVE ALL OTHER EXPRESS AND IMPLIED WARRANTIES, WHICH MAY BE GREATER THAN THE EXPRESS WARRANTIES PROVIDED HEREIN. IMPLIED WARRANTIES ARE UNWRITTEN WARRANTIES RELATING TO THE REASONABLE EXPECTATIONS OF A HOMEOWNER WITH REGARD TO THE CONSTRUCTION OF HOMEOWNER'S HOME. AS THOSE REASONABLE EXPECTATIONS ARE DEFINED BY THE COURTS ON A CASE-BY-CASE BASIS. TO THE EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES ASIDE FROM THOSE CONTAINED IN THIS DOCUMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS, MERCHANTABILITY, GOOD WORKMANSHIP, AND HABITABILITY, ARE HEREBY WAIVED. THOSE WARRANTIES HAVE BEEN REPLACED BY THIS EXPRESS, INSURANCE BACKED WARRANTY, WHICH I HAVE READ AND WHICH I UNDERSTAND.

Aspects of the home constructed or furnished by your Builder (including foundations and systems, as well as piping, wiring, duct, attached garages and detached garages which were not installed by the Manufacturer) or any claims that arise out of your Builder's acts or omissions are excluded from this warranty protection and are not the responsibility of the Warrantor.

PLEASE NOTE: RWC offers separate warranty programs for Builders and Manufacturers. In order for the entire Home to be covered, including foundation, both the Builder and the Manufacturer should provide the applicable RWC warranty to the purchaser. For FHA/VA Homes and in states where warranty coverage is mandatory, both parts of the RWC program may be required. Contact RWC for more information.

Insurer: Western Pacific Mutual Insurance Company, A Risk Retention Group

Exhibit "F"



RESIDENTIAL WARRANTY CORPORATION

5300 Derry Street, Harrisburg, PA 17111-3598

(717) 561-4480

Dear Home Buyer,

Congratulations on the purchase of your new Home. This is probably one of the largest, most important investments you've ever made and we wish you many years of enjoyment. You've chosen a Home built by a leading Manufacturer which includes the RWC Manufacturers Limited Warranty, assurance that your investment is well protected. This book explains the Manufacturers Limited Warranty in its entirety, and we encourage you to take time to READ IT CAREFULLY.

This Manufacturers Limited Warranty provides you with protection in accordance with this warranty book for ten full years of Home ownership. During the first year, your Manufacturer is responsible for specified warranty obligations. In the unlikely event your Manufacturer is unable or unwilling to perform, the Warranty is provided subject to the conditions, terms and exclusions listed. During the remaining nine years, the Insurer is responsible for specified warranty obligations relating to Major Structural Defects (MSD).

This is not a warranty service contract, but a written ten year Limited Warranty which your Manufacturer has elected to provide with your Home.

Take time now to read this book. Familiarize yourself with the Warranty and its limitations. Contact your Builder regarding specific construction standards and how they apply to your Home.

Again, congratulations and enjoy your new Home!

Very truly yours,

RESIDENTIAL
WARRANTY
CORPORATION

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Section

I.

The Manufacturers Limited Warranty

A. INTRODUCTION

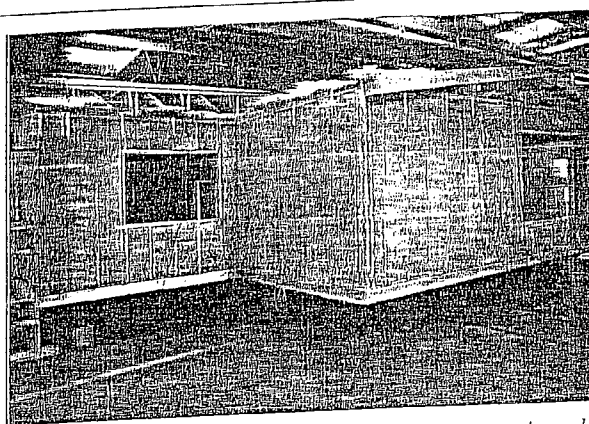
1. This book explains what this Manufacturers Limited Warranty on your Home covers, what it does not cover, how it works, and other details, conditions and limitations that apply. Some of the important terms contained in this Manufacturers Limited Warranty are defined in Section V. When reading this Manufacturers Limited Warranty, you will recognize the terms that are defined, because these words are in bold print, like this. Read this document in its entirety, including its definitions, to understand the protection it provides, the exclusions that apply, your responsibilities, how the Warranty is interpreted, and how it operates. If you have any questions, you may call RWC at (717) 561-4480.
2. This Manufacturers Limited Warranty will automatically transfer to a new Owner if you sell your Home during the ten (10) year term of the Manufacturers Limited Warranty.

B. WHAT YOUR MANUFACTURERS LIMITED WARRANTY COVERS

1. Beginning on the Effective Date of Warranty, your Home is warranted as follows:
 - a. Your Manufacturer warrants that, for a period of one (1) year, Warranted Items will function and operate as described in the Warranty Standards of Year One described in Section II.
 - b. Major Structural Defects (MSD) are warranted for ten (10) years.
 - c. Damage caused by the Builder in construction of the foundation or erection of the unit onto the foundation is excluded.
 - d. The Manufacturer is the Warrantor during Year 1 of this Manufacturers Limited Warranty and the Insurer is the Warrantor in Years 2-10.

C. RESPONSIBILITIES, LIMITATIONS, AND CONDITIONS

1. You are responsible for regular maintenance of your Home and surrounding areas. General and preventative maintenance is required to prolong your Home's life.
2. You are responsible for providing proof that a written, signed and dated walk-through inspection list of items in need of service was established within seven (7) business days from the date of delivery of your Home.
3. There are no warranties that extend beyond the description contained in this Manufacturers Limited Warranty. To the extent permitted by law, all such other warranties, expressed or implied, including, but not limited to, implied warranties of fitness, merchantability, good



workmanship and habitability are hereby waived.

4. You must obtain written authorization from the Administrator prior to incurring expenses. Costs incurred for unauthorized repairs to Warranted Items are not reimbursable.
5. It is anticipated that your Manufacturer will assign to you all manufacturers' warranties on products included in your Home. Neither the Insurer nor the Administrator will be liable for your Manufacturer's failure to do so. Appliances and similar products and Equipment are not covered by this Manufacturers Limited Warranty.
6. The Warrantor will repair, replace, or pay the reasonable cost of repair or replacement of Defects. In the case of a warranted MSD, the Warrantor's obligation is limited to actions necessary to restore the MSD to its load-bearing capacity. The aggregate cost to the Warrantor under this Manufacturers Limited Warranty shall not exceed an aggregate equal to the Limit of Liability as established by the Manufacturer on the Manufactured Building Systems Enrollment Form. The Warrantor in all cases shall choose whether to repair, replace, or make payment.
7. Actions taken to cure Defects will NOT extend the periods of coverage provided in this Manufacturers Limited Warranty.
8. If your Manufacturer fails to complete any part of the Home that is reasonably foreseeable to cause structural damage to the Home, then it is your responsibility to complete such parts of the Home to avoid the structural damage. If you fail to complete the work, any resulting structural damage is not covered under this Manufacturers Limited Warranty. The warranty period for any item completed after the Effective Date of Warranty shall be deemed to have commenced on the Effective Date of Warranty.
9. The Warrantor is not responsible for matching color, texture, or finish where materials must be replaced or repaired.

Section

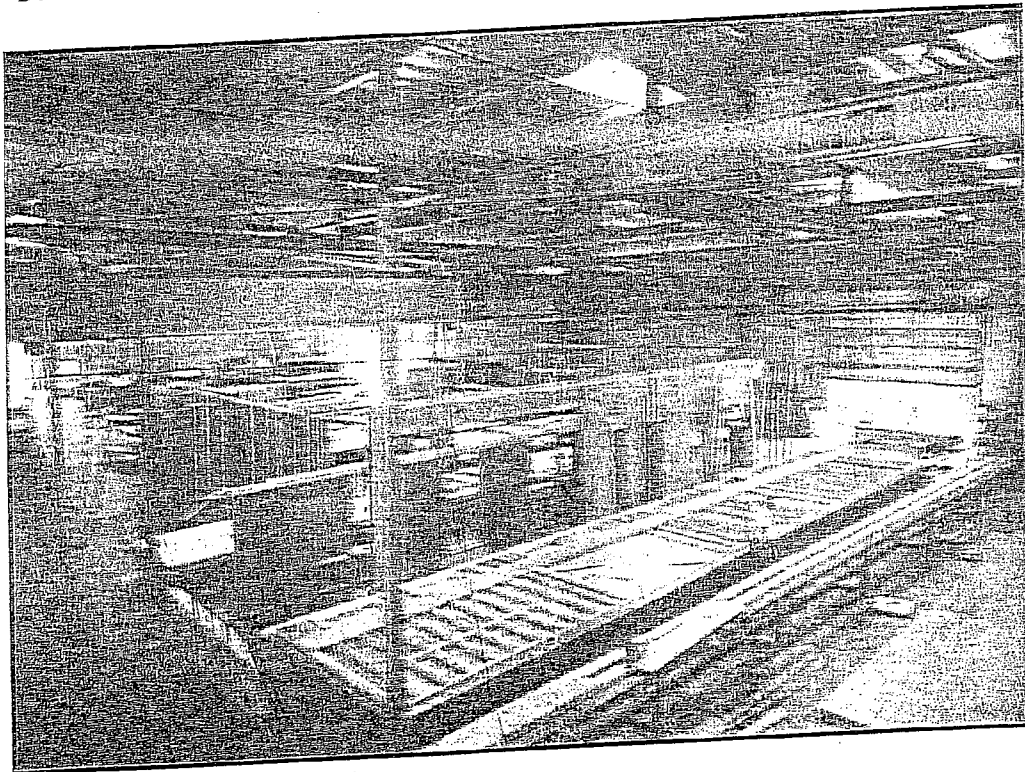
I. The Manufacturers Limited Warranty (continued)

D. WHAT YOUR MANUFACTURERS LIMITED WARRANTY DOES NOT COVER

All aspects of the Home constructed or furnished by your Builder (including foundations and systems, as well as piping, wiring, duct work, attached garages and detached garages which were not installed by the Manufacturer) or any claims that arise out of your Builder's acts or omissions are excluded from this warranty protection and are not the responsibility of the Warrantor.

This Manufacturers Limited Warranty does NOT cover:

1. Loss, damage or injury to land, persons, animals, personal property, and improvements or structures, other than Warranted Items in the Home.
2. Loss or damage which, directly or indirectly, results from or is made worse by the following:
 - a. Insects, birds, vermin, rodents, or wild or domestic animals.
 - b. Use of the Home for non-residential purposes.
 - c. Any condition which is covered by any other insurance or for which compensation is granted by Legislation.
 - d. Flood, surface water, waves, tidal water, spray from a body of water (whether or not driven by wind), water that backs up from sewers or drains, changes in the water table which were not reasonably foreseeable, water below the surface of the ground (including water which exerts pressure or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure), wetlands, springs or aquifers.
 - e. Deterioration due to normal wear and tear.
 - f. Dampness, condensation or heat build-up caused by your failure to maintain proper ventilation.
 - g. Material or work supplied by anyone other than your Manufacturer or your Manufacturer's employees, agents or subcontractors.
 - h. Failure to routinely and properly maintain your Home and the property on which your Home is located.
 - i. Structurally Attached decks, balconies, patios, porches, porch roofs and porticos.
 - j. Elements of the Home which are constructed in a way that is separate from foundation walls or other structural elements of the Home like, but not limited to, chimneys and concrete floors of basements and attached garages.
 - k. Any modification or addition to the Home, or the property under or around the Home, made after the Effective Date of Warranty (other than changes made in order to meet the obligations of this Manufacturers Limited Warranty).
 - l. The weight of a waterbed or any other type of furnishing or Equipment that exceeds the load-bearing design of the Home.
 - m. The presence of radon, formaldehyde, carcinogenic substances or other pollutants and contaminants, or the presence of hazardous or toxic materials within the Home.
 - n. Acts or omissions by you, your agents, employees, licensees, or invitees; accidents, riots, civil commotion, nuclear hazards, acts of God or nature, fire, explosion, blasting, smoke, drought, water escape, windstorms, tropical storms, hurricanes, hail, lightning, ice, snow, falling trees,



Section

I.

The Manufacturers Limited Warranty (continued)

- aircraft, vehicles, flood, mudslides, sinkholes, mine subsidence, faults, crevices, earthquake, land shock, waves or tremors occurring before, during or after a volcanic eruption, or manmade events such as war, terrorism, or vandalism.
- a. Your failure to minimize or prevent loss or damage in a timely manner.
 - p. Improvements not part of the Home itself, including, but not limited to: recreational facilities; driveways; walkways; patios, porches and stoops not Structurally Attached to the Home; decks and balconies which are not bolted to or cantilevered from the Home; boundary and/or retaining walls; bulkheads; fences; landscaping, sodding, seeding, shrubs, trees and plantings; subsurface drainage systems; lawn sprinkler systems; off site improvements, including streets, sidewalks, adjacent property and the like; garages or out buildings (except those which contain a Heating, Ventilating and Cooling System, Plumbing System or Electrical System serving the Home, and then only to the extent that these systems are affected). A detached garage or out building is one that is constructed on its own foundation separate and apart from the foundation of the Home. A breezeway, fence, utility line or similar union between the Home and a garage or out building does not cause it to be considered attached.
 - q. Negligent operation of the Home or its systems by anyone other than your Manufacturer, its agents, employees or subcontractors.
 - r. The Water Supply System, private or public, including volume and pressure of water flow and quality and potability of water.
 - s. The Sewage Disposal System, private or public, including design.
 - t. A swimming pool whether located within or outside the Home.
 - u. Shipment/transportation and/or installation. The Manufacturer and/or Installer may have other insurance which may apply.
- 3. Your Manufacturer's failure to complete construction of the Home, or any portion of it, on or before the Effective Date of Warranty, or damages arising from such failure. An incomplete item is not considered a Defect. (Your Manufacturer, however, may be obligated to complete such items under separate agreements between you and your Manufacturer.)
 - 4. A deficiency which does not result in actual physical damage or loss to the Home.
 - 5. Consequential Damages.
 - 6. Violation of applicable building codes or ordinances, unless such violation results in a Defect which is otherwise covered under this Manufacturers Limited Warranty. Under such circumstances, the obligation of the Warrantor, under this Manufacturers Limited Warranty shall be only to repair the Defect, but not necessarily to restore or bring the Home into compliance with the codes or ordinances.
 - 7. A Defect that is a subject of a request for warranty performance submitted to the Administrator after an



Section

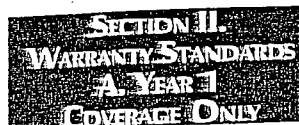
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The Manufacturers Limited Warranty (continued)

- unreasonable delay or later than thirty (30) days after the expiration of the applicable Warranty period.
8. A Defect that you repair without prior written authorization of the Administrator.
 9. The removal and/or replacement of items not covered by this Manufacturers Limited Warranty, like landscaping or personal property, and items not originally installed by your Manufacturer, like wallpaper, where removal and replacement are required to repair a Defect.
 10. Wiring, wires and cables that connect the Home to communication services like telephone, television, intercom, computer and security systems.
 11. The Water Supply System, including volume and pressure of water flow.
 12. The Sewage Disposal System, including design.
 13. Any Defect consisting of, caused by, contributed to, or aggravated by moisture, dampness, condensation, wet or dry rot, mold, mildew, fungus or rust.
 14. Sound transmission and sound proofing.
 15. Appliances and Equipment in your Home. The Appliances and Equipment in your Home may be covered by warranties issued by the manufacturers or suppliers, and your Manufacturer should pass these on to you. Damage caused by improper maintenance or operation, negligence, or improper service of these items by you or your agent will not be covered under this Manufacturers Limited Warranty.
 16. Elements of the Home which are constructed separate from foundation walls or other structural elements of the Home, like, but not limited to, chimneys and concrete floors of basements and attached garages.
 17. Improvements not part of the Home itself, including, but not limited to: recreational facilities; driveways; walkways; patios; porches and stoops not Structurally Attached to the Home; decks and balconies which are not bolted to or cantilevered from the Home; boundary and/or retaining walls; bulkheads; fences; landscaping, sodding, seeding, shrubs, trees and plantings; subsurface drainage systems; lawn sprinkler systems; off site improvements, including streets, sidewalks, adjacent property and the like; garages or out buildings (except those which contain a Heating, Ventilating and Cooling System, Plumbing System or Electrical System serving the Home, and then only to the extent that these systems are affected). A detached garage or out building is one that is constructed on its own foundation separate and apart from the foundation of the Home. A breezeway, fence, utility line or similar union between the Home and a garage or out building does not cause it to be considered attached.
 18. A swimming pool whether located within or outside the Home.
 19. Any item not listed as a Warranted Item in this Manufacturers Limited Warranty. The enumeration of the Exclusions above is not intended to be exhaustive of the items that are not covered by this Manufacturers Limited Warranty.



The following Warranty Standards are applicable only to Warranted Items stated in Section I of this limited Warranty. Read Section I to determine if the following Warranty Standards apply. Some of the standards listed may have been supplied or installed by your Builder and therefore would not be covered by the Manufacturer.



CATEGORY	OBSERVATION	ACTION REQUIRED	COMMENTS
INTERIOR			
CEILING	1.1 Uneven ceiling	Manufacturer will correct if unevenness exceeds 1/4 in. within a 32 in. measurement.	Some minor framing imperfections should be expected.
FLOORING	1.2 High and low areas; separations between finished floor boards.	Manufacturer will correct if high or low areas exceed 1/4 in. within a 32 in. measurement or if separations exceed 1/4 in.	Some minor framing imperfections should be expected.
	1.3 Floor squeaks.	Manufacturer will correct if caused by a defective joist or improperly installed subfloor. Manufacturer will not be responsible for replacing installed drywall to under side of floor.	A squeak-proof floor cannot be guaranteed. Lumber shrinkage as well as temperature and humidity changes may cause squeaks.
ROOF	1.4 Split or warped rafters or trusses.	No action required.	Some splitting and warping is normal and is caused by high temperature effects on lumber.
WALL	1.5 Bow or bulge.	Manufacturer will correct if bow or bulge exceeds 1/4 in. within 32 in. horizontal or vertical measurement.	Minor framing imperfections should be expected.
	1.6 Out-of-plumb.	Manufacturer will correct where out-of-plumb condition exceeds 3/4 in. within 8 ft. vertical measurement.	Minor framing imperfections should be expected.
	1.7 Out-of-square.	No action required.	A wall out-of-square is not a Defect.
EXTERIOR			
DOORS	2.1 Binds, sticks or does not latch.	Manufacturer will correct if caused by faulty workmanship or materials.	Seasonal changes may cause doors to expand and contract and are usually temporary conditions. The Manufacturer is not responsible for minor adjustments.
	2.2 Wood door panel shrinks.	No action required.	Panels will shrink and expand and may expose unfinished surfaces.
	2.3 Warping.	Manufacturer will correct warping which exceeds 1/4 in., measured vertically, horizontally or diagonally.	Seasonal changes may cause doors to expand and contract and are usually temporary conditions.
	2.4 Split in panel.	Manufacturer will correct if split allows the entrance of elements.	Splits which do not allow the entrance of elements are considered normal. Owner maintenance is required.
	2.5 Separation between door and weather stripping.	Manufacturer will correct if daylight is visible or if entrance of elements occurs under normal conditions.	Even with properly installed weather stripping, some movement of the door, when closed, may be expected. Owner maintenance is required for minor alterations to adjustable thresholds and other parts of the door.

SECTION II.
WARRANTY STANDARDS
A YEAR 1
COVERAGE ONLY

The following Warranty Standards are applicable only to Warranted Items stated in Section I of this Limited Warranty. Read Section I to determine if the following Warranty Standards apply. Some of the Standards listed may have been supplied or installed by your Builder and therefore would not be covered by the Manufacturer.

CATEGORY	OBSERVATION	ACTION REQUIRED	COMMENTS
EXTERIOR (CONTINUED)			
DOORS (CONTINUED)	2.6 Screen mesh is torn or damaged.	Manufacturer will correct only if damage is documented within seven (7) business days from delivery of Home.	Owner is responsible for providing proof that the damage was documented on a written, signed and dated walk-through inspection list within seven (7) business days from the date of delivery of Home.
ROOFING	2.7 Roof and roof flashing leaks.	Manufacturer will correct if leak occurs under normal conditions.	No action is required if leak is due to snow or ice buildup, high winds or driving rains. Owner maintenance is required.
	2.8 Lifted, torn or curled shingles.	Manufacturer will correct if due to poor installation, unless installed by Builder after unit is delivered to lot.	Owner maintenance is required.
	2.9 Inadequate ventilation.	Manufacturer will provide adequate ventilation.	Moisture accumulation in attics which are not adequately vented is a deficiency. Owner is responsible to keep existing vents clear of obstructions to promote air flow.
WALL COVERING	2.10 Entrance of elements through separations of siding or trim joints, or separations between trim and surfaces of masonry or siding.	Manufacturer will correct entrance of elements or separations exceeding 3/8 in. by caulking or other methods.	Any separations 3/8 in. or less are considered routine Owner maintenance.
	2.11 Siding materials deteriorate, delaminate or come loose.	Manufacturer will correct affected area if due to improper workmanship or materials.	Separated, loose or delaminated siding can also be due to improper maintenance. Wavy siding may be due to temperature changes and can be expected.
	2.12 Siding is wavy or has holes.	Builder is responsible only if installed improperly.	Siding can become wavy or fade. Check your manufacturer's warranty on this product for coverage regarding dents, holes, wind specifications, etc.
	2.13 Paint or stain peels or deteriorates.	Manufacturer will correct. If 75% of a particular wall is affected, the entire wall will be corrected. If Defect is due to delay in the set and finish by the Builder, Manufacturer will not be held responsible.	Some fading is normal and is caused by weathering. Mildew and fungus on siding are caused by climatic conditions and are considered routine maintenance. Varnish or lacquer will deteriorate quickly and is not covered by this Manufacturers Limited Warranty.
	2.14 Faulty application of primer and/or paint on wall and trim surfaces.	Manufacturer will correct primer only unless finish paint is applied prior to delivery by Manufacturer. If greater than 75% of wall or trim piece is affected, entire surface will be corrected.	Some minor imperfections such as overspray, brush marks, etc., are common and should be expected.
	2.15 Knot holes bleed through paint or stain.	Manufacturer will correct affected areas where excessive bleeding of knots appear.	Knot holes will be apparent depending on the quality of material used.
	2.16 Vent or louver leaks.	Manufacturer will correct if caused by improper installation.	Properly installed louvers or vents may at times allow rain or snow to enter under strong wind conditions and is not a deficiency.

The following Warranty Standards are applicable only to Warranted Items stated in Section 1 of this Limited Warranty. Read Section 1 to determine if the following Warranty Standards apply. Some of the standards listed may have been supplied or installed by your Builder and therefore would not be covered by the Manufacturer.

**SECTION II
WARRANTY STANDARDS
A YEAR 1
COVERAGE ONLY**

CATEGORY	OBSERVATION	ACTION REQUIRED	COMMENTS
2. EXTERIOR (CONTINUED)			
Windows	2.17 Condensation or frost on interior window surface.	No action required.	The normal temperature differences between windows and walls combined with the existence of high levels of humidity cause condensation. Today's energy efficient Homes and individual living habits contribute to excess humidity that can cause damage to your Home and furniture if not removed. Ventilate Home often and make use of a small dehumidifier to extract excess moisture from air.
	2.18 Clouding or condensation between panes of glass.	Manufacturer will correct only if documented within seven (7) business days from delivery of Home.	Owner is responsible for providing proof that the damage was documented on a written, signed and dated walk-through inspection list within seven (7) business days from the date of delivery of Home.
	2.19 Glass breakage.	Manufacturer will correct only if documented within seven (7) business days from delivery of Home.	Owner is responsible for providing proof that the damage was documented on a written, signed and dated walk-through inspection list within seven (7) business days from the date of delivery of Home.
	2.20 Excessive drafts and leaks.	Manufacturer will correct poorly fitted windows.	Some drafts are normally noticeable around windows, especially during high winds. It may be necessary for the Owner to have storm windows installed to provide a satisfactory solution in high wind areas. All caulking materials expand and contract due to temperature variation and dissimilar materials. Maintenance of weather stripping is Owner's responsibility.
	2.21 Difficult to open, close or lock.	Manufacturer will correct.	Windows should open, close and lock with reasonable pressure.

3. INTERIOR

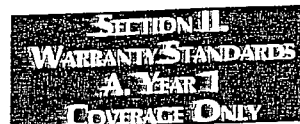
Doors	3.1 Latch is loose or rattles.	No action required.	Some minor movement should be expected.
	3.2 Binds, sticks or does not latch.	Manufacturer will correct if due to faulty workmanship and materials.	Seasonal changes may cause doors to expand and contract and are usually a temporary condition. The Manufacturer is not responsible for minor adjustments.
	3.3 Warping.	Manufacturer will correct warping which exceeds 1/4 in., measured vertically, horizontally or diagonally.	Seasonal changes may cause doors to expand and contract, and are usually a temporary condition.
	3.4 Excessive opening at bottom.	Manufacturer will correct gaps in excess of 1-1/2 in. between bottom of passage door and finished floor or 2 in. between bottom of closer door and finished floor. If floor covering is not provided by Manufacturer, Manufacturer cannot guarantee size of gap under door since all flooring material varies in thickness.	Gaps under doors are intended for air flow.
	3.5 Rubs on carpet.	Manufacturer will correct only if floor covering is provided by the Manufacturer.	Manufacturer is not responsible if Builder or Owner installs carpet.

SECTION II
WARRANTY STANDARDS
A YEAR 1
COVERAGE ONLY

The following Warranty Standards are applicable only to Warrant. Items stated in Section I of this Limited Warranty. Read Section I to determine if the following Warranty Standards apply. Some of the Standards listed may have been supplied or installed by your Builder and therefore would not be covered by the Manufacturer.

CATEGORY	OBSERVATION	ACTION REQUIRED	COMMENTS
3. INTERIOR (CONTINUED)			
WALLS, CEILING, SURFACES, FINISHES & TRIM	3.6 Cracks and separations in drywall, lath or plaster; nail pops.	Manufacturer will correct cracks in excess of 1/8 in. in width. Manufacturer will correct nail pops which have broken finished surface. Repair cracks and touch up paint to match as close as possible, one time only. Such conditions should be reported near the end of Year 1 of the warranty period to allow for normal movement of the Home. Manufacturer will correct only if documented within seven (7) business days from delivery of Home.	Minor seam separations and cracks, as well as other slight imperfections, are common and should be expected. Minor depressions and slight mounds at nail heads are not Defects. Owner is responsible for providing proof that the damage was documented on a written, signed and dated walk-through inspection list within seven (7) business days from the date of delivery of Home.
	3.7 Lumps, ridges and nail pops in wallboard which appear after Owner has wall covering installed by himself or others.	No action required.	Owner should insure that surface to be covered is suitable for installation of wall covering.
	3.8 Surfaces deficiencies in finished woodwork.	Manufacturer will correct readily apparent splits, cracks, hammer marks and exposed nailheads only if documented within seven (7) business days from delivery of Home.	Owner is responsible for providing proof that the damage was documented on a written, signed and dated walk-through inspection list within seven (7) business days from the date of delivery of Home.
	3.9 Gaps between trim and adjacent surfaces, and gaps at trim joints.	Manufacturer will correct gaps in excess of 1/8 in. at trim joints and 1/4 in. between trim and adjacent surfaces.	Some separation due to lumber shrinkage is normal and should be expected.
	3.10 Cracks in ceramic grout joints.	Manufacturer will correct cracks in excess of 1/8 in. one time only.	Cracking of grout joints is common and is considered routine Owner maintenance unless excessive.
	3.11 Ceramic tile cracks or becomes loose.	Manufacturer will correct only if documented within seven (7) business days from delivery of Home.	Owner is responsible for providing proof that the damage was documented on a written, signed and dated walkthrough inspection list within seven (7) business days from the date of delivery of Home.
	3.12 Cracking or deterioration of caulking.	No action required.	All interior caulking shrinks and deteriorates. Owner maintenance is required.
	3.13 Wall or trim surfaces visible through paint.	Manufacturer will correct affected area. If greater than 75% of wall, trim piece, or ceiling is affected, entire surface will be corrected.	Some minor imperfections such as overspray, brushmarks, etc., are common and should be expected.
	3.14 Resilient flooring comes loose at edge or bubbles.	Manufacturer will correct.	Owner maintenance required.
	3.15 Fades, stains or discolors.	Manufacturer will correct stains or spots only if documented within seven (7) business days from delivery of Home.	Fading is not a deficiency. Owner is responsible for providing proof that the damage was documented on a written, signed and dated walk-through inspection list within seven (7) business days from the date of delivery of Home.
FLOOR COVERING			

The following Warranty Standards are applicable only to Warranted Items stated in Section I of this Limited Warranty. Read Section I to determine if the following Warranty Standards apply. Some of the standards listed may have been supplied or installed by your Builder and therefore would not be covered by the Manufacturer.



CATEGORY	OBSERVATION	ACTION REQUIRED	COMMENTS
INTERIOR (CONTINUED)			
FLOOR COVERING (CONTINUED)	3.16 Premature wearing of carpet.	No action required.	Excessive wear in high-traffic areas such as entry ways and hallways is normal.
	3.17 Visible gaps at carpet seams.	Manufacturer will correct gaps, only if carpet installed by Manufacturer.	Seams will be apparent. Owner maintenance is required.
	3.18 Carpet becomes loose or buckles.	Manufacturer will correct only if carpet is installed by the Manufacturer.	Some stretching is normal. Owner should exercise care in moving furniture.
	3.19 Gaps at seams of resilient flooring.	Manufacturer will correct gaps of similar materials in excess of 1/8 in. and 3/16 in. where dissimilar materials abut.	Minor gaps should be expected. If Builder or Owner installs flooring and covering, subfloor preparation is Owner's responsibility. If subfloor repairs are made, the removal and replacement of Owner-installed floor covering is the Owner's responsibility.
	3.20 Fastener pops through resilient flooring.	Manufacturer will correct where fastener has broken through floor covering.	Sharp objects such as high heels, table and chair legs, can cause similar problems, and are not covered by this Manufacturers Limited Warranty.
	3.21 Ridges or depressions in resilient flooring at seams of subflooring.	Manufacturer will correct ridges or depressions which exceed 1/8 in. in height or depth.	This is determined by placing a 6 in. straight edge over ridge or depression, with 3 in. on either side, and measuring height or depth at sub-flooring seam.
	3.22 Cuts and gouges in any floor covering.	Manufacturer will correct only if documented within seven (7) business days from delivery of Home.	Owner is responsible for providing proof that the damage was documented on a written, signed and dated walk-through inspection list within seven (7) business days from the date of delivery of Home.
SUB-FLOORING	3.23 Loose subflooring.	Manufacturer will correct if due to a defective joist or improper fastening.	Lumber shrinkage as well as temperature and humidity changes may cause loose sub-flooring.

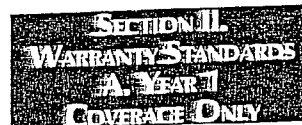
MECHANICAL			
ELECTRICAL	4.1 Circuit breakers trip excessively.	Manufacturer will correct if tripping occurs under normal usage. If Defect is caused by work done by Builder during electrical work done on site, Manufacturer will not be responsible.	Ground Fault Circuit Interrupters (GFCI) are intended to trip as a safety factor.
	4.2 Outlets, switches or fixtures malfunction.	Manufacturer will correct if caused by defective workmanship or materials.	Owner should exercise routine care and maintenance. Replacement of light bulbs is Owner's responsibility.
	4.3 Wiring fails to carry specified load.	Manufacturer will correct if failure due to materials or improper installation by Manufacturer.	Owner maintenance is required.

SECTION II.
WARRANTY STANDARDS
A YEAR 1
COVERAGE ONLY

The following Warranty Standards are applicable only to Warranted Items stated in Section I of this Limited Warranty. Read Section I to determine if the following Warranty Standards apply. Some of the Standards listed may have been supplied or installed by your Builder and therefore would not be covered by the Manufacturer.

CATEGORY	OBSERVATION	ACTION REQUIRED	COMMENTS
3. MECHANICAL (CONTINUED)			
HEATING & COOLING	4.4 Condensation lines clog under normal use.	No action required.	Condensation lines will clog under normal conditions. Continued operation of drain lines requires Owner maintenance.
	4.5 Noisy duct work.	Manufacturer will correct oil canning noise if caused by improper installation.	When metal heats and cools, ticking and cracking may occur and are not covered by this Manufacturers Limited Warranty.
	4.6 Duct work separates.	Manufacturer will correct if failure due to materials or improper installation by Manufacturer.	Owner maintenance is required.
	4.7 Insufficient heating, if Manufacturer provided Heating system.	Manufacturer will correct if Heating System cannot maintain a 70 degree Fahrenheit temperature, under normal operating and weather conditions. Temperature shall be measured at a point 5 ft. above center of floor in affected area. On extremely cold days, a 6 degree difference between actual inside temperature and thermostat setting is acceptable. All rooms may vary in temperature by as much as 4 degrees.	Orientation of the Home, location of rooms and location of vents will also provide a temperature differential. There may be periods when outdoor temperature falls below design temperature thereby lowering temperature in the Home. Certain aspects of the Home including, but not limited to, expansive stairways, open foyers, sunrooms or cathedral ceilings may cause abnormal variation from these Warranty Standards and are not covered by this Manufacturers Limited Warranty.
	4.8 Insufficient cooling, if Manufacturer provided Cooling system.	Manufacturer will correct if Cooling System cannot maintain a 78 degree Fahrenheit temperature, under normal operating and weather conditions. Temperature shall be measured at a point 5 ft. above center of floor in affected area. On excessively hot days, where outside temperature exceeds 95 degrees Fahrenheit, a difference of 17 degrees from outside temperature will be difficult to maintain. All rooms may vary in temperature by as much as 4 degrees.	Orientation of the Home, location of rooms and location of vents will also provide a temperature differential. There may be periods when outdoor temperature rises above design temperature thereby raising temperature in the Home. Certain aspects of the Home including, but not limited to, expansive stairways, open foyers, sunrooms or cathedral ceilings may cause abnormal variation from these Warranty Standards and are not covered by this Manufacturers Limited Warranty.
	4.9 Refrigerant line leaks.	Manufacturer will correct.	Owner maintenance is required.
PLUMBING	4.10 Pipe freezes and bursts.	Manufacturer will correct if due to faulty workmanship or materials. The Manufacturer will not be responsible if the Defect is caused by inadequate insulation provided by the Builder or Owner on site.	Manufacturer is not responsible for installations, connections and adjustments made on site. Proper winterization of pipes is considered routine maintenance and Owner should maintain suitable temperatures inside the Home.
	4.11 Noisy pipe.	Manufacturer will correct hammering noise if caused by improper installation.	Some noise can be expected due to flow of water and pipe expansion. This is not a Defect.
	4.12 Plumbing fixtures and trim fittings leak or malfunction.	Manufacturer or Builder will correct if due to faulty workmanship and materials.	Owner maintenance is required. Owner is responsible for providing proof that the damage was documented on a written, signed and dated walk-through inspection list within seven (7) business days from the date of delivery of Home.

The following Warranty Standards are applicable only to Warranted Items stated in Section I of this Limited Warranty. Read Section I to determine if the following Warranty Standards apply. Some of the Standards listed may have been supplied or installed by your Builder and therefore would not be covered by the Manufacturer.



CATEGORY	OBSERVATION	ACTION REQUIRED	COMMENTS
MECHANICAL (CONTINUED)			
PLUMBING (CONTINUED)	4.13 Pipe leaks.	Manufacturer will correct if failure due to materials or improper installation by Manufacturer.	Condensation on pipes does not constitute leakage.
	4.14 Water supply stops.	Manufacturer will correct if due to faulty workmanship or materials inside the Home.	Drought or causes other than faulty workmanship and materials will not be covered under this Manufacturers Limited Warranty.
	4.15 Clogged drain or sewer.	Manufacturer will correct clog within structure provided by Manufacturer caused by faulty workmanship or materials.	Clogs and stoppages beyond the exterior wall are not covered by this Manufacturers Limited Warranty. Routine Owner maintenance and proper use is required.
INTERIORS			
BATHROOM & KITCHEN	5.1 Cabinet separates from wall or ceiling.	Manufacturer will correct separation in excess of 1/4 in.	Some separation is normal. Caulking is an acceptable method of repair.
	5.2 Crack in door panel.	Manufacturer will correct only if documented within seven (7) business days from delivery of Home.	Owner is responsible for providing proof that the damage was documented on a written, signed and dated walk-through inspection list within seven (7) business days from the date of delivery of Home.
	5.3 Warping of cabinet door or drawer front.	Manufacturer will correct if warp exceeds 3/8 in. as measured from cabinet frame.	Seasonal changes may cause warping and may be a temporary condition.
	5.4 Door or drawers do not operate.	Manufacturer will correct.	Owner maintenance is required.
	5.5 Chips, cracks, scratches on countertop, cabinet fixture or fitting.	Manufacturer will correct only if documented within seven (7) business days from delivery of Home.	Owner is responsible for providing proof that the damage was documented on a written, signed and dated walk-through inspection list within seven (7) business days from the date of delivery of Home.
	5.6 Delamination of countertop or cabinet.	Manufacturer will correct only if documented within seven (7) business days from delivery of Home.	Owner is responsible for providing proof that the damage was documented on a written, signed and dated walk-through inspection list within seven (7) business days from the date of delivery of Home.
	5.7 Cracks or chips in fixture.	Manufacturer will correct only if documented within seven (7) business days from delivery of Home.	Owner is responsible for providing proof that the damage was documented on a written, signed and dated walk-through inspection list within seven (7) business days from the date of delivery of Home.
INSULATION	5.8 Air infiltration around electrical receptacles.	No action required.	Air flow around electrical boxes is normal and is not a deficiency.

SECTION II
WARRANTY STANDARDS
B. 10 YEAR MSD
COVERAGE ONLY

The following Warranty Standards are applicable only to Warranted Items stated in Section I of this Limited Warranty. Read Section I to determine if the following Warranty Standards apply. Some of the Standards listed may have been supplied or installed by your Builder and therefore would not be covered by the Manufacturer.

CATEGORY	OBSERVATION	ACTION REQUIRED	COMMENTS
B. 10 YEAR MSD COVERAGE			
Major Structural Defects	B. Major Structural Defects	The criteria for establishing the existence of a Major Structural Defect is set forth in Section V. L. of this Manufacturer's Limited Warranty.	The Warrantor will correct Major Structural Defects, limited to such actions as are necessary to restore the load-bearing capability of the load-bearing component(s) affected by a Major Structural Defect. In the first year, your Manufacturer is responsible for correcting Major Structural Defects.



Section

How to Request Warranty Performance

A. NOTICE TO WARRANTOR

If a Defect occurs, you **MUST** notify the Warrantor in writing as provided below. This written request for warranty performance must be postmarked no later than thirty (30) days after the expiration of the Applicable Warranty Period. For example, if the item is one which is warranted under the Manufacturer's one (1) year warranty period, a request for warranty performance must be postmarked no later than thirty (30) days after the end of the first year to be valid.

1. Notice to Warrantor in year one.
 - a. If a Defect occurs in year one, you must notify your Builder in writing. Your request for warranty performance must clearly describe the Defect(s) in reasonable detail.
 - b. A request for warranty performance to your Builder does not constitute notice to the Administrator, and it will not extend applicable coverage periods.
 - c. If a request for warranty performance to your Builder does not result in satisfactory action you must give written notice to the Administrator as provided in Subsection B below. Such notice to the Administrator must be postmarked within thirty (30) days of the expiration of the applicable coverage period or the request will be rejected as made untimely.
2. Notice to Warrantor for Major Structural Defects in years two through ten.
 - a. If a Defect related to a warranted Major Structural Defect occurs in years two through ten of the Manufacturers Limited Warranty, you must notify the Administrator in writing as provided in Subsection B below.
 - b. Your request for warranty performance must describe the defective condition in reasonable detail.



B. HOW TO NOTIFY THE ADMINISTRATOR

1. Written notice to the Administrator of a request for warranty performance must be sent by Certified Mail, Return Receipt Requested, to: RWC Administrator, 5300 Derry Street, Harrisburg, PA 17111-3598, Attention: Warranty Resolution Department.
2. Your notice to the Administrator must contain the following information:
 - a. Enrollment Number and Effective Date of Warranty;
 - b. Your Manufacturer's and Builder's name and address;
 - c. Your name, address, and telephone number (including home and work numbers);
 - d. A reasonably specific description of the Defect(s);
 - e. A copy of any written notice to your Builder;
 - f. Photographs, if they would be helpful in describing the Defect(s); and
 - g. A copy of each and every report you have obtained from any inspector or engineer.
3. When a request for warranty performance is filed and the alleged Defect cannot be observed under normal conditions, it is your responsibility to substantiate that the need for warranty performance exists and to pay both the cost of the substantiation and the cost of correcting any damage done by such substantiation. If properly substantiated, your reasonable expenses in this regard will be reimbursed by the Warrantor.

C. MEDIATION AND INSPECTION FOLLOWING A REQUEST TO ADMINISTRATOR FOR WARRANTY PERFORMANCE

1. Within thirty (30) days after the Administrator receives proper notice of a request for warranty performance, the Administrator may review and mediate your request by communicating with you, your Manufacturer and any other individuals or entities who the Administrator believes possesses relevant information.
2. At any time after the Administrator receives proper notice of your request for warranty performance, the Administrator may schedule an inspection of the alleged Defect. You must fully cooperate with the Administrator by providing reasonable access for such inspection and by providing any information requested of you by the Administrator regarding such Defect.
3. If your Manufacturer has defaulted regarding a year one Defect obligation for which the Manufacturer is the Warrantor, and you are entitled to a remedy under this Manufacturers Limited Warranty, prior to repair or replacement of the Defect(s), you must pay to the Administrator a Warranty Service Fee of \$250.00.

Section

III.

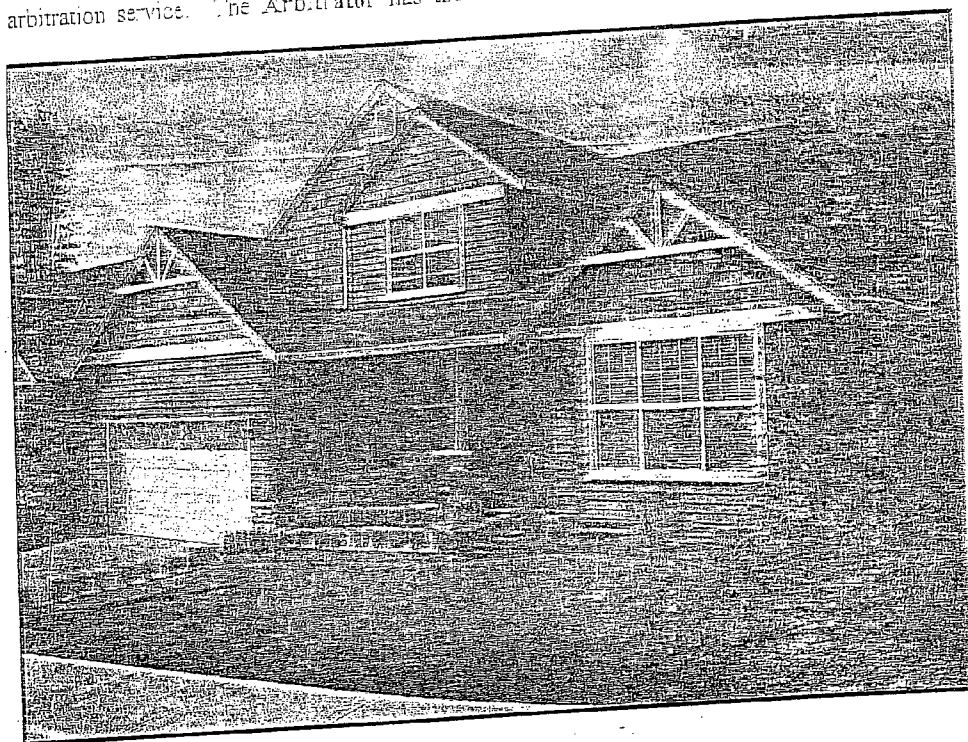
How to Request Warranty Performance (Continued)

for each request for warranty performance. If the Administrator elects to pay you cash rather than to repair or replace the Warranted Item, the Warranty Service Fee will be subtracted from the cash payment due you.

4. During years two through ten, you must pay the Administrator a Warranty Service Fee of \$500.00 for each request for warranty performance regarding a Major Structural Defect prior to repair or replacement. If the Administrator elects to pay you cash rather than to repair or replace the Warranted Item, the Warranty Service Fee will be subtracted from the cash payment due you.

D. ARBITRATION

1. If after thirty (30) days the Administrator has not been able to successfully mediate your request, or at an earlier time when the Administrator believes that your Manufacturer and you are at an impasse, then the Administrator will notify you that your request has become an Unresolved Warranty Issue.
2. If the Administrator determines that an Unresolved Warranty Issue exists, either you or the Warrantor may request arbitration. Arbitration is the sole recourse for an Unresolved Warranty Issue. It is in lieu of court proceedings, the right to which is hereby waived, and the findings of the Arbitrator are *final and binding* on all parties with no right to an appeal.
3. To begin the arbitration process, you must give the Administrator written notice, requesting arbitration of the Unresolved Warranty Issue. If you make this request, you must pay the arbitration fees before the matter is submitted to the arbitration service. The Arbitrator has the power, however, at the close of the arbitration to charge this fee to any party or to split it between the parties.
4. Within twenty (20) days after the Administrator receives your written request and the arbitration fees, your Unresolved Warranty Issue will be submitted to a neutral, reputable arbitration service experienced in arbitrating residential construction matters for resolution. The arbitration service will select a qualified Arbitrator to arbitrate the matter.
5. The arbitration will be conducted by an independent arbitration service upon which you and the Administrator agree and will be conducted in accordance with this Manufacturers Limited Warranty and the Federal Arbitration Act, 9 U.S.C. §§ 1 *et seq*. In the event that you and the Administrator do not agree on an independent arbitration service, either you or the Administrator may petition an appropriate court for appointment of an Arbitrator.
6. If any party begins litigation in violation of this Arbitration clause, that party must reimburse the other parties for their costs and expenses, including attorneys' fees incurred in seeking to dismiss such litigation.
7. Enforcement of Arbitration Award.
 - a. Except as provided in Subsection b. below:
 - i. For a year one Defect, the Manufacturer must comply with the Arbitrator's Award within sixty (60) days from the date the Administrator sends it to the Manufacturer.
 - ii. In years two through ten for a Major Structural Defect, the Warrantor must comply with the Arbitrator's Award within sixty (60) days from the date the Administrator receives it.



Section

III.

How to Request Warranty Performance (Continued)

- b. The Warrantor must begin compliance as soon as possible and complete it within the sixty (60) day compliance period, except for repairs that would reasonably take more than sixty (60) days to complete for reasons including, but not limited to, inclement weather. In such circumstances, the Warrantor will complete such repairs or replacement as soon as possible without incurring overtime or weekend expenses.
- c. You may request a compliance arbitration within twenty (20) days after the sixty-day compliance period has expired by giving the Administrator written notice of your request. You must pay the fees for the compliance arbitration prior to the matter being submitted to the arbitration service.
- d. You must provide the Warrantor with reasonable weekday access to your Home during normal business hours so that it can perform its obligations. Failure by you to provide such access to the Warrantor may result in further damage that will not be covered by this Manufacturers Limited Warranty and may extend the time during which the Warrantor may fulfill its obligations.

E. CONDITIONS OF WARRANTY PERFORMANCE

1. Before the Warrantor pays for the reasonable cost of repair or replacement, you must sign and deliver to the Manufacturer, and/or the Insurer

and the Administrator, as applicable, a full and unconditional release, in recordable form, of all legal obligations with respect to the warranted Defect(s) and any conditions arising therefrom.

2. When repair or replacement of a warranted Defect has been completed, you must sign and deliver to the Manufacturer and/or the Insurer and the Administrator, as applicable, a full and unconditional release, in recordable form, of all legal obligations with respect to the warranted Defect(s) and any conditions arising therefrom. The repaired or replaced Warranted Items will continue to be warranted by the Manufacturers Limited Warranty for the remainder of the applicable periods of coverage.
3. If the Warrantor repairs, replaces or pays you the reasonable cost to repair or replace a Warranted Item, the Warrantor shall be subrogated to all your rights of recovery against any person or entity. You must execute and deliver any and all instruments and papers and take any and all other actions necessary to secure such right, including, but not limited to, assigning the proceeds of any insurance or warranties to the Warrantor. You shall do nothing to prejudice these rights of subrogation.



Section IV

Other Provisions that Apply to this Warranty

- A. This is **NOT** an insurance policy, a maintenance agreement or a service contract.
- B. This Manufacturers Limited Warranty provides coverage only in excess of coverage provided by other warranties or insurance, whether collectible or not.
- C. This Manufacturers Limited Warranty is binding on the Manufacturer and you and your heirs, executors, administrators, successors and assigns.
- D. This Manufacturers Limited Warranty shall be interpreted and enforced in accordance with the laws of the state in which the Home is located.
- E. This Manufacturers Limited Warranty is separate and apart from other contracts between you and your Manufacturer, including any sales agreements. It cannot be affected, altered or amended in any way by any other agreement except as stated in Subsection F. below.
- F. This Manufacturers Limited Warranty cannot be modified, altered or amended except by a formal written instrument signed by you, your Manufacturer, and the Administrator.
- G. If any provision of this Manufacturers Limited Warranty is determined by a court of competent

jurisdiction to be unenforceable, that determination will not affect the validity of the remaining provisions.

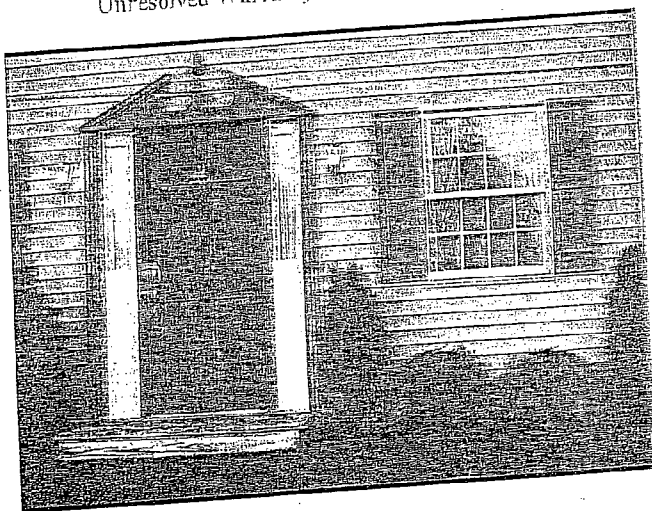
- H. All notices required under this Manufacturers Limited Warranty must be in writing and sent by Certified Mail, Postage Prepaid, Return Receipt Requested, to the recipient's address shown in Section III.B.1. of the Manufacturers Limited Warranty, or to whatever address the recipient may otherwise designate in writing.
- I. If performance by the Warrantor under this Manufacturers Limited Warranty is delayed by an event beyond its control, such performance will be excused until the delaying effects of the event are remedied. Such events include, but are not limited to, acts of God or nature, acts of the common enemy, war, riot, civil commotion or sovereign conduct, or acts or omissions by you or a person or entity not a party to this Manufacturers Limited Warranty.
- J. In this Manufacturers Limited Warranty, reference to a person includes entities and vice versa. Use of the singular includes the plural. Use of one gender includes the other gender.

Section V

Definitions

To help you better understand certain terms in your Manufacturers Limited Warranty, the following definitions apply:

- A. **Administrator.** Residential Warranty Corporation (RWC) is the Administrator of this Manufacturers Limited Warranty. RWC is neither the Warrantor nor the Insurer.
- B. **Appliances and Equipment.** Water heaters, pumps, stoves, refrigerators, compactors, garbage disposals, ranges, dishwashers, washers and dryers, bathtubs, sinks, commodes, faucets, light fixtures, switches, outlets, thermostats, furnaces and oil tanks, humidifiers, oil purifiers, air conditioning materials, in house sprinkler systems, and similar items, including all attachments and appurtenances.
- C. **Arbitrator.** The person appointed by the independent arbitration service to resolve an Unresolved Warranty Issue.



- D. **Builder.** The person or entity that built or erected the Home for the Purchaser on the Purchaser's site.
- E. **Consequential Damages.** All Consequential Damages, including but not limited to, damage to the Home that is caused by a warranted Defect, but is not itself a warranted Defect, as well as costs of shelter, transportation, food, moving, storage, or other incidental expenses related to relocation during repairs.
- F. **Defect.** A condition of a Warranted Item that, according to the Warranty Standards described in Section II or in Section V.L., requires action by the Warrantor. Failure to complete construction of the Home or any portion of the Home, in whole or in part, is not considered a Defect.
- G. **Effective Date of Warranty.** It is the date coverage begins as specified on the front cover of this Manufacturers Limited Warranty which is the date of delivery of the Home to the Purchaser's lot.
- H. **Electrical System.** All wiring, electrical boxes and connections, that provide electricity to the Home up to the house side of the meter base.
- I. **Heating, Ventilating, and Cooling System.** All ductwork, refrigerant lines, steam and water pipes, registers, convectors and dampers.
- J. **Home.** A single family dwelling which may be a two or more unit structure conveyed as a single unit pre-manufactured before delivery to the site.
- K. **Insurer.** Western Pacific Mutual Insurance Company, a Risk Retention Group (WPMIC). Located at 9265 Madras Ct, Littleton, CO 80130 Phone: 303-263-0311 (Refer to Section III. for instructions on requesting warranty performance).

Section

V. Definitions (Continued)

L. Major Structural Defect (MSD). All of the following conditions must be met to constitute a Major Structural Defect:

1. Actual physical damage to one or more of the following specified load-bearing components of the Home;
2. Causing the failure of the specific major structural components; and
3. Which affects its load-bearing function to the degree that it materially affects the physical safety of the occupants of the Home.

Load-bearing components of the Home deemed to have MSD potential:

- a. roof framing members (rafters and trusses);
- b. floor framing members (joists and trusses);
- c. bearing walls;
- d. columns;
- e. lintels (other than lintels supporting veneers);
- f. girders; and
- g. load-bearing beams.

NOTE: Foundation systems and footings are excluded because they were not installed by the Manufacturer.

Examples of non-load-bearing elements deemed NOT to have Major Structural Defect potential:

- a. non-load-bearing partitions and walls;
- b. wall tile or paper, etc;
- c. plaster, laths or drywall;
- d. flooring and subflooring material;
- e. brick, stucco, stone, veneer or exterior wall sheathing;
- f. any type of exterior siding;
- g. roof shingles, sheathing and tar paper;
- h. Heating, Cooling, Ventilating, Plumbing, Electrical and mechanical Systems;
- i. Appliances, fixtures, or items of Equipment;
- j. doors, windows, trim, cabinets, hardware, insulation, paint and stains; and
- k. decks, porches and chimneys.

M. Manufactured Building Systems Enrollment Form. The form signed by the Manufacturer which identifies the serial number of the Home, the Effective Date of Warranty and the location of the Home.

N. Manufacturer. The person or entity which is a participating member of this Warranty Program and obtained this Manufacturers Limited Warranty for the Purchaser.

O. Manufacturers Limited Warranty. The terms and conditions contained in this book.

P. Owner. See Purchaser.

Q. Plumbing System. All pipes located within the Home and their fittings, including, but not limited to, gas supply lines and vent pipes.

R. Purchaser. You. The Purchaser includes the first buyer of the warranted Home and anyone who owns the Home during the warranty period.

S. Residence. See Home.

T. Sewage Disposal System. This System includes, but is not limited to, all waste, drainage, sewer pipes



and lines, cleanouts, tanks, pumps, drain fields and seepage pits, outside and beyond the exterior wall of the Home, whether the System is private or public.

U. Structurally Attached. An integral part of the Home being structurally supported by footings, block walls or reinforced concrete and connected to the foundation of the Home.

V. Unresolved Warranty Issue. All requests for warranty performance, demands, disputes, controversies and differences that may arise between the parties to this Manufacturers Limited Warranty that cannot be resolved among the parties. An Unresolved Warranty Issue may be a disagreement regarding:

- a. the coverages in this Manufacturers Limited Warranty;
- b. an action performed or to be performed by any party pursuant to this Manufacturers Limited Warranty;
- c. the cost to repair or replace any item covered by this Manufacturers Limited Warranty.

W. Warrantor. Your Manufacturer in year one and the Insurer in years two through ten and in year one if your Manufacturer defaults.

X. Warranted Items. Those items in the Home that are specifically identified in the Warranty Standards described in Section II, that can require action from the Warrantor if a Warranty Standard is not met.

Y. Warranty Standards. The standards, described in Section II, by which the condition of a Warranted Items will be judged to determine whether action by the Warrantor is required, and if so, the type of action that such condition requires of the Warrantor.

Z. Water Supply System. This System includes, but is not limited to, all supply and distribution pipes, fittings, valves, pumps and wells, outside the exterior wall of the Home, which supply water to the Home, whether public or private.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

RENEE L. KELLEY, an
individual,
Plaintiff,

vs.

No. 2008-437-CD

COMMUNITY HOME SALES @
BRADFORD HEIGHTS, INC., a
Pennsylvania corporation;
and NEW ERA BUILDING SYSTEMS,
INC., a foreign corporation
registered to conduct
business in Pennsylvania,
Defendants.

CERTIFICATE OF SERVICE

I, Trudy G. Lumadue, Esquire, do hereby certify that a
certified copy of Amended Complaint was served on the following
and in the following manner on the 27th day of May, 2008:

First-Class Mail, Postage Prepaid

Tracey G. Benson, Esquire
MILLER, KISTLER, CAMPBELL
124 North Allegheny Street
Bellefonte, PA 16823-1695

and

Community Home Sales @ Bradford Heights
Attn: Erika Mann
1126 Old Town Road
Clearfield, PA 16830

NADDEO & LEWIS, LLC

By: 

Trudy G. Lumadue
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103985
NO: 08-437-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: RENEE L. KELLEY an ind.

vs.

DEFENDANT: COMMUNITY HOMES SALES & BRADFORD HEIGHTS, INC. al

SHERIFF RETURN

NOW, April 02, 2008, SHERIFF OF DAUPHIN COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON NEW ERA BUILDING SYSTEMS.

NOW, April 08, 2008 AT 10:00 AM SERVED THE WITHIN COMPLAINT ON NEW ERA BUILDING SYSTEMS, DEFENDANT. THE RETURN OF DAUPHIN COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

FILED

07:57 PM
JUL 16 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103985
NO: 08-437-CD
SERVICES 1
COMPLAINT

PLAINTIFF: RENEE L. KELLEY an ind.

vs.

DEFENDANT: COMMUNITY HOMES SALES & BRADFORD HEIGHTS, INC. al

SHERIFF RETURN

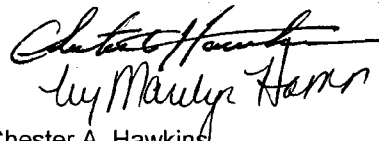
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	NADDEO	1079	10.00
SHERIFF HAWKINS	NADDEO	1079	21.00
DAUPHIN CO.	NADDEO	1080	29.25

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,

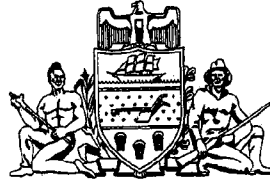


Chester A. Hawkins
Sheriff

Office of the Sheriff

Mary Jane Snyder
Real Estate Deputy

William T. Tully
Solicitor



Charles E. Sheaffer
Chief Deputy

Michael W. Rinehart
Assistant Chief Deputy

Dauphin County
Harrisburg, Pennsylvania 17101
ph: (717) 780-6590 fax: (717) 255-2889

Jack Lotwick
Sheriff

Commonwealth of Pennsylvania

: RENEE KELLEY

VS

County of Dauphin

: NEW ERA BUILDING SYSTEMS

Sheriff's Return

No. 2008-T-0771

OTHER COUNTY NO. 08-437-CD

And now: APRIL 8, 2008 at 10:00:00 AM served the within COMPLAINT upon NEW ERA BUILDING SYSTEMS by personally handing to SABRA DUDDING 1 true attested copy of the original COMPLAINT and making known to him/her the contents thereof at 100 PINE STREET, SUITE 325 HARRISBURG PA 17101

MANAGER

Sworn and subscribed to
before me this 9TH day of April, 2008

Mary Jane Snyder

NOTARIAL SEAL
MARY JANE SNYDER, Notary Public
Highspire, Dauphin County
My Commission Expires Sept 1, 2010

So Answers,

J.R. Lotwick

Sheriff of Dauphin County, Pa.

By *Ronald Hopkins*

Deputy Sheriff

Deputy: R HOPKINS

Sheriff's Costs: \$29.25 4/7/2008



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

COURTHOUSE
1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641
FAX (814) 765-5915
ROBERT SNYDER
CHIEF DEPUTY
MARILYN HAMM
DEPT. CLERK
CYNTHIA AUGHENBAUGH
OFFICE MANAGER
KAREN BAUGHMAN
CLERK TYPIST
PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 103985

TERM & NO. 08-437-CD

RENEE L. KELLEY an ind.

COMPLAINT

VS.

COMMUNITY HOMES SALES & BRADFORD HEIGHTS, INC. al

SERVE BY: 05/01/08
COURT DATE:

MAKE REFUND PAYABLE TO NADDEO & LEWIS LLC

SERVE: NEW ERA BUILDING SYSTEMS

ADDRESS: 100 PINE ST., SUITE 325, ^{Harnsburg} PA 17101

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF DAUPHIN COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, April 02, 2008.

RESPECTFULLY,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

RENEE L. KELLEY, an
individual,
Plaintiff,

vs.

COMMUNITY HOME SALES @
BRADFORD HEIGHTS, INC., a
Pennsylvania corporation;
and NEW ERA BUILDING SYSTEMS,
INC., a foreign corporation
registered to conduct
business in Pennsylvania,
Defendants.

No. 2008-437-CD

FILED 3cc & 1 cert
0/3: OULm of disc
JUL 23 2008 issued to
William A. Shaw
Prothonotary/Clerk of Courts
ATTY Lumadue

Type of Pleading:

**PRAECIPE TO SETTLE
AND DISCONTINUE**

Filed on behalf of:
Plaintiff

Counsel of Record for
this party:

Trudy G. Lumadue, Esq.
Pa I.D. 202049

NADDEO & LEWIS, LLC.
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

RENEE L. KELLEY, an
individual,
Plaintiff,

vs.

No. 2008-437-CD

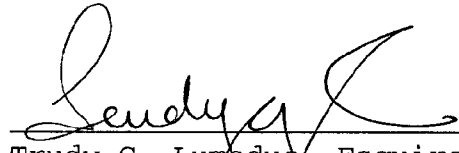
COMMUNITY HOME SALES @
BRADFORD HEIGHTS, INC., a
Pennsylvania corporation;
and NEW ERA BUILDING SYSTEMS,
INC., a foreign corporation
registered to conduct
business in Pennsylvania,
Defendants.

PRAECIPE TO SETTLE AND DISCONTINUE

TO THE PROTHONOTARY:

Please mark the above-captioned case settled and
discontinued.

Naddeo & Lewis, LLC


Trudy G. Lumadue, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

RENEE L. KELLEY, an
individual,
Plaintiff,

vs.

No. 2008-437-CD

COMMUNITY HOME SALES @
BRADFORD HEIGHTS, INC., a
Pennsylvania corporation;
and NEW ERA BUILDING SYSTEMS,
INC., a foreign corporation
registered to conduct
business in Pennsylvania,
Defendants.

CERTIFICATE OF SERVICE

I, Trudy G. Lumadue, Esquire, do hereby certify that a
certified copy of Praecipe to Settle and Discontinue was served on
the following and in the following manner on the 23rd day of July,
2008:

First-Class Mail, Postage Prepaid

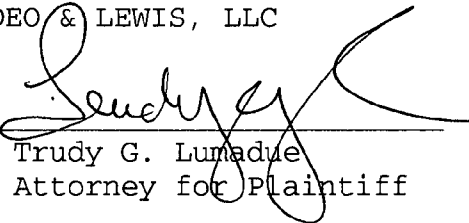
Tracey G. Benson, Esquire
MILLER, KISTLER, CAMPBELL
124 North Allegheny Street
Bellefonte, PA 16823-1695

and

Community Home Sales @ Bradford Heights
Attn: Erika Mann
1126 Old Town Road
Clearfield, PA 16830

NADDEO & LEWIS, LLC

By:


Trudy G. Lumadue
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Renee Kelley

Vs.

No. 2008-00437-CD

Community Home Sales, Inc.
New Era Building Systems, Inc.
Bradford Heights, Inc.

CERTIFICATE OF DISCONTINUATION



Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on July 23, 2008, marked:

Settled and Discontinued

Record costs in the sum of \$95.00 have been paid in full by Renee L. Kelley-plff. .

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 23rd day of July A.D. 2008.

William A. Shaw, Prothonotary