

# Homeowner Manual



## IMPORTANT

1. Type or clearly print the information required on the registration card.
2. Your retail dealer is required to remove the card, complete the card with information provided by you, then mail it to us. The card is pre-addressed and does not require postage. **The card should be completed and mailed as soon as possible after the sale of the home is complete.**
3. This information makes it easier to identify you and to verify that you are eligible to receive warranty service.

Keep this booklet with your home. If your home is a manufactured home, TITLE VI of the Housing and Community Development Act of 1974 provides you with protection against certain construction and safety hazards in your manufactured home. To help assure your protection, the manufacturer of your home needs the information that these cards, when completed and mailed, will supply. If you bought your home from a dealer, please be sure that your dealer has completed and mailed a card for you.

If you acquired your home from someone who is not a dealer, you should promptly fill out and send a card to the manufacturer. It is important that you keep this booklet and give it to any person who buys the home from you.

## WARRANTY REGISTRATION PLEASE DETACH AND RETURN

Owner/Purchaser \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_ Home/Mobile Phone \_\_\_\_\_  
E-mail Address \_\_\_\_\_

Retailer/Seller \_\_\_\_\_ Date Sold \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_ Phone \_\_\_\_\_

### LOCATION OF HOME

Street Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_ Phone \_\_\_\_\_

Date of Manufacture \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Serial No. \_\_\_\_\_  
Model No. \_\_\_\_\_

MFG ENTRY ↑ ↓	DESIGN WIND ZONE	DESIGN ROOF LOAD	THERMAL ZONE
	_____ WIND ZONE I 15 PSF	_____ SOUTH-20 PSF	_____ ZONE I
	_____ WIND ZONE II 100 MPH	_____ MIDDLE-30 PSF	_____ ZONE II
	_____ WIND ZONE III 110 MPH	_____ NORTH-40 PSF	_____ ZONE III
	OTHER _____ MPH		

KEEP THIS BOOKLET WITH YOUR HOME. TITLE VI OF THE HOUSING AND COMMUNITY ACT OF 1974 PROVIDES YOU WITH PROTECTION AGAINST CERTAIN CONSTRUCTION AND SAFETY HAZARDS IN YOUR HOME. TO HELP ASSURE YOUR PROTECTION, THE MANUFACTURER OF YOUR HOME NEEDS THE INFORMATION THAT THE WARRANTY CARDS ON THIS PAGE, WHEN COMPLETED AND MAILED, WILL SUPPLY. IF YOU BOUGHT YOUR HOME FROM A RETAILER, PLEASE BE SURE THAT YOUR RETAILER HAS COMPLETED AND MAILED A CARD FOR YOU. THIS WILL ENSURE THAT YOUR HOME IS REGISTERED IN OUR WARRANTY INFORMATION CENTER. IF YOU ACQUIRED YOUR HOME FROM SOMEONE WHO IS NOT A RETAILER, YOU SHOULD PROMPTLY FILL OUT AND SEND A CARD TO THE MANUFACTURER. IT IS IMPORTANT THAT YOU KEEP THIS BOOKLET AND GIVE IT TO ANY PERSON WHO BUYS THE HOME FROM YOU.

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TO BE COMPLETED  
AFTER THIRD SALE

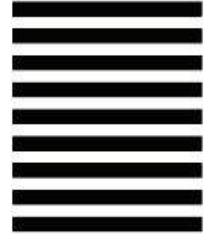
TO BE COMPLETED  
AFTER SECOND SALE

TO BE COMPLETED  
AFTER FIRST SALE

CAREFULLY CUT ALONG DOTTED LINE AND MAIL TO CLAYTON HOMES. NO POSTAGE NECESSARY



NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES



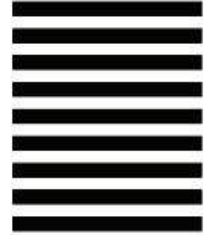
**BUSINESS REPLY MAIL**  
FIRST-CLASS MAIL PERMIT NO. 4665 KNOXVILLE TN

POSTAGE WILL BE PAID BY ADDRESSEE

WARRANTY REGISTRATION CENTER  
PO BOX 9780  
MARYVILLE TN 37802-9974



NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES



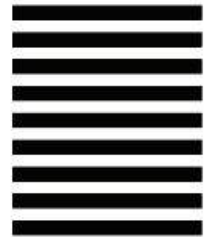
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MARYVILLE TN 37802-9974



DEAR NEW HOMEOWNER:

Homeownership brings a certain pride, a sense of accomplishment and a reassuring peace of mind. These values build memories to be treasured by family and friends year after year.

Your Homeowner's Manual will help you learn about your new home and how to enjoy all of its features. Your home needs special care to preserve it and keep it in good working order. This Homeowner's Manual has been prepared to help you meet your responsibilities and to explain the main areas of your home that should receive regular attention.

So, welcome to our growing family. Remember, we're here when you need us.

If you have a question that is not covered in this Homeowner's Manual or need further assistance, do not hesitate to contact us.

We wish you many happy years in your new home.

Sincerely,

**Clayton Perris**

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## ONE YEAR LIMITED WARRANTY AND BINDING DISPUTE RESOLUTION AGREEMENT

This One Year Limited Warranty and Binding Dispute Resolution Agreement applies to your Home, and your agreement to be bound by its terms is a condition of the sale of your Home and of the Manufacturer's performance of its warranty obligations to you.

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

**TO THE EXTENT THE RIGHTS SET FORTH IN THIS WARRANTY VARY FROM RIGHTS PROVIDED BY STATE LAW, THEN THE MANUFACTURER WILL HONOR YOUR RIGHTS UNDER BOTH THIS WARRANTY AND YOUR RIGHTS UNDER STATE LAW.**

**THE MANUFACTURER WILL HONOR ANY MANUFACTURER'S WARRANTY THAT IS REQUIRED BY APPLICABLE LAW.**

**IF ANY PROVISION REQUIRED TO BE SET FORTH IN A MANUFACTURER'S EXPRESS WARRANTY BY APPLICABLE LAW IS NOT INCLUDED IN THIS LIMITED WARRANTY, THAT PROVISION IS INCORPORATED BY REFERENCE AND WILL BE HONORED.**

**SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO LIMITATIONS SET FORTH BELOW MAY NOT APPLY TO YOU.**

**SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO LIMITATIONS OR EXCLUSIONS SET FORTH BELOW MAY NOT APPLY TO YOU.**

### **LIMITED WARRANTY**

**For purposes of this Limited Warranty, the terms set forth below mean:**

- "Defect" means any failure to comply with an applicable building code or state or federal law that was in effect when the Home was manufactured.
- "Home" means a new manufactured or modular home manufactured by the Manufacturer and purchased by the Original Purchaser.
- "Original Purchaser" means the individual(s) or entity who bought the Home from an authorized dealership and uses the Home as a dwelling or permits others to use the Home as a dwelling.

- "Manufacturer" means **Clayton Perris**, along with any divisions or subsidiaries.
- "Warranty Period" means a period of 12 months, which period begins when a Home is installed on the property of the Original Purchaser or the designee of the Original Purchaser. Applicable state law may provide a longer Warranty Period, which the Manufacturer will honor. If the Original Purchaser is a community or park owner/operator that will solely rent the Home to tenants, then "Warranty Period" means a period of 12 months, which period begins when the first renter is entitled to take possession of the Home.

**For the duration of the Warranty Period, Manufacturer extends this Limited Warranty to the Original Purchaser of the Home and any individual(s) or entities to whom title to the Home is transferred during the Warranty Period.**

During the Warranty Period, the Manufacturer warrants that the Home is manufactured in accordance with all building codes, professional standards, requirements, and regulations prescribed by applicable law, and that it is manufactured in a workman-like manner and is free from Defects in materials, workmanship, and design.

If, during the Warranty Period, you discover that the Home contains a condition that you believe is a Defect that was present at the time of its manufacture, you should provide written notice to the Manufacturer (at the address below) as soon as reasonably possible and no later than 30 days after the expiration of the Warranty Period. Upon receipt of your written notice, the Manufacturer will contact you to arrange an inspection of the condition. If you do not make your Home available for inspection, the Manufacturer may be excused from its obligations under this Limited Warranty. Following inspection of the condition, the Manufacturer will inform you whether the condition is a Defect covered by this Limited Warranty and will advise you of the steps the Manufacturer will take to perform its obligations under this Limited Warranty. To perform its obligations under this Limited Warranty, the Manufacturer will either (1) repair or cause the repair of the Defect, or (2) replace or cause the replacement of the component in which the Defect appears. The choice whether to repair or replace rests solely with the Manufacturer. Please note, replacement parts may have slight variations in color.

To obtain performance of the Manufacturer's obligations under this Limited Warranty, you must provide written notice identifying the condition that you believe is a covered Defect and request warranty service to the following address(es):

**Clayton Perris  
3100 North Perris Blvd  
Perris, CA 92571  
951.657.1611**

## ONE YEAR LIMITED WARRANTY AND BINDING DISPUTE RESOLUTION AGREEMENT

If the Manufacturer has not resolved your problems within a reasonable time period, then contact the Customer Advocacy Department either by mail, telephone, or e-mail:

**Customer Advocacy Department**  
5000 Clayton Road  
Maryville, Tennessee 37804  
1-877-264-2812  
CAT@claytonhomes.com

You can also find the address of the Manufacturer of the Home on either the front of your Homeowner's Manual or the Data Plate located in your Home. To learn more about the Data Plate, see page 20 of this Homeowner's Manual.

**BY SUBMITTING A WARRANTY SERVICE REQUEST YOU CONSENT TO RECEIVE AUTOMATED SMS TEXT MESSAGE COMMUNICATIONS FROM THE MANUFACTURER AND ITS AFFILIATES AND AGENTS FOR THE PURPOSE OF SCHEDULING, CONFIRMING, AND OTHERWISE FACILITATING THE WARRANTY SERVICE TRANSACTION.**

Warranted repairs or replacement will be completed within a reasonable time or the time required by applicable law. The time required for repair or replacement will depend upon the availability of parts or labor, the accessibility of the Home, the weather or the season of the year, and other factors outside of the Manufacturer's control. Repair work performed under this Limited Warranty is warranted under the same terms and conditions of this Limited Warranty until the end of the Warranty Period or the time provided by applicable law, whichever is longer.

**SUBJECT TO APPLICABLE LAW, THIS LIMITED WARRANTY PROVIDES YOUR EXCLUSIVE REMEDIES.**

**TO THE EXTENT ALLOWED BY LAW, THE MANUFACTURER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF ANY KIND OR NATURE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND HABITABILITY.**

**ANY IMPLIED WARRANTY CREATED BY LAW IS LIMITED IN DURATION TO THE TERM OF THE WARRANTY PERIOD UNLESS A DIFFERENT PERIOD IS PROVIDED BY LAW. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

**THE MANUFACTURER SHALL HAVE NO LIABILITY TO THE ORIGINAL PURCHASER OR ANY OTHER PERSON FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ECONOMIC LOSS OR EXTRA EXPENSE INCURRED.** Incidental and consequential damages are damages you may suffer as a result of a

Defect. For example, the following are incidental or consequential damages and are NOT covered by this Limited Warranty:

- Lodging, meals, or other travel costs;
- Loss of Home use;
- Payment for loss of time or pay;
- State or local taxes required on warranty repair;
- Storage.

**This disclaimer and exclusion shall apply even if the express limited warranty set forth herein fails of its essential purpose.**

**SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

**THE ONE YEAR LIMITED WARRANTY DOES NOT COVER THE FOLLOWING:**

1. Defects or damages resulting, in whole or in part, from:
  - (a) Movement of the Home from the site where it was originally installed;
  - (b) Improper transportation or storage of the Home, unless such Defect or damage results from improper transportation or storage by the Manufacturer;
  - (c) Improper installation of the Home, including but not limited to:
    - Improper leveling or re-leveling;
    - Improper perimeter blocking;
    - Improper connection(s) of a multi-section Home;
    - Improper connection(s) of plumbing, electrical, or HVAC "cross-overs," connections, wiring, and components;
    - Any failure to comply with the Manufacturer's Installation Manual or applicable code governing installation.
  - (d) Settling of the Home or shifting soil conditions.
  - (e) Inadequate drainage from beneath the Home or exposure to ground moisture.
  - (f) Any structures attached to the Home, including but not limited to decks, porches, and awnings.
  - (g) Alteration or modification of the Home.

## ONE YEAR LIMITED WARRANTY AND BINDING DISPUTE RESOLUTION AGREEMENT

- (h) Abuse, misuse, negligence, accident, theft, vandalism, natural disasters or acts of God.
  - (i) Condensation, mold, and mildew.
  - (j) Moisture related damage arising out of or relating to:
    - Inadequate homeowner maintenance or homeowner neglect.
    - The Home's proximity to streams, creeks, oceans, and rivers.
    - Improper drainage causing water to flow or accumulate under the Home.
    - Non-vented skirting.
    - Operating a greenhouse within the Home.
  - (k) The use of fixed or portable kerosene, LPG, natural gas or other forms of fuel-burning unvented heater(s) or unvented gas logs in the Home.
  - (l) Discoloration, soot, or smoke damage caused by smoking or use of candles or open flame in the Home.
  - (m) Normal deterioration due to wear or exposure.
  - (n) Wear and tear in stock and display Homes.
  - (o) Lack of maintenance. Please refer to this Homeowner's Manual for information regarding maintenance your Home requires.
  - (p) An oversized air conditioning system. Contact your retailer or Manufacturer for information concerning the proper method for right-sizing a system for your Home.
  - (q) Use of room/window air-conditioners.
  - (r) Failure to comply with instructions contained in the Homeowner's Manual or the Manufacturer's Installation Manual or installation instructions.
  - (s) Heavy furniture, artwork, appliances, or other items that exceed the Home's structural capacity, including but not limited to: safes, tanks, chests, sculptures, aquariums, or freezers.
2. Any Home used in whole or in part for commercial or industrial purposes (other than a community or park owner/operator that will solely rent the Home to tenants).
  3. Claims, demands, or liabilities arising out of the leasing of the Home.
  4. Subject to applicable law, any item manufactured or installed by a third party, including appliances or accessories; provided that if the Manufacturer installed an item manufactured by a third party, this Limited Warranty will cover Defects resulting from improper installation.
  5. Any Home installed or located outside the continental United States.
  6. Expenses incurred to repair the Home that are not approved by the Manufacturer in advance.
  7. Damage to personal property other than the Home.
  8. Shadows in the ceiling due to mud texture buildup at ceiling joints.
  9. Roof rumble and other roof noises on a Home equipped with a metal roof.
  10. Frozen pipes.
  11. "Hammer pipe" or other noises emitting from plumbing pipes which do not result in a Defect or damage to the Home.
  12. On Homes with hinged roofs, the exposed surface of the shingle tabs may vary in the runs of shingles at the hinged area (usually three to four courses).
  13. Cosmetic damage and imperfections. Even though cosmetic damage and imperfections are not covered by the Limited Warranty, should cosmetic damage or imperfections be present at the time the Home is delivered to the Original Purchaser, the Manufacturer will repair or cause the replacement of such cosmetic damage or imperfection provided you give the Manufacturer written notice of such cosmetic damage or imperfection within thirty (30) days of the date when the Home was installed. The Manufacturer will not repair any cosmetic damage that has not been set forth in a written notice received within thirty (30) days of the date when the Home was installed. Cosmetic damage and imperfections include but are not limited to:
    - (a) Broken, missing or loose trim or gaps in trim;
    - (b) Dents, gouges, scratches, or scuffs in vinyl floor coverings, walls, doors, cabinets, moldings, countertops, appliances, or plumbing fixtures, including toilet seats, shower stalls and tubs;
    - (c) Minor drywall and ceiling cracks;
    - (d) Visible floor decking seams in areas with roll goods or tile floor coverings;
    - (e) Broken, chipped or scratched glass, mirrors, or electrical cover plates;

## ONE YEAR LIMITED WARRANTY AND BINDING DISPUTE RESOLUTION AGREEMENT

- (f) Stains, cuts and/or tears in and on carpets, floor coverings, and window treatments;
  - (g) Damaged or stained hardware (such as door pulls, knobs, towel bars, etc.), shower doors, exterior siding, trim or shutters;
  - (h) Torn or damaged window screens or shower curtains.
14. Special notes:
- (a) In cases where vinyl floor coverings have to be replaced due to damage, only the floor covering in the room affected will be changed. Tile bar(s) will be used at doorways or other room transitions. Additionally, quarter-round molding may be used around the perimeter of the room as a result of the floor covering change.
  - (b) It is not uncommon for exterior vinyl siding to expand during periods of extreme heat, which can create a wavy look to the exterior of the Home. As the heat dissipates, so will this issue.

**THE MANUFACTURER IS NOT RESPONSIBLE FOR ANY UNDERTAKING, REPRESENTATION, OR WARRANTY MADE BY ANYONE OTHER THAN THE MANUFACTURER.**

**IN THE EVENT ANY PROVISION OF THIS LIMITED WARRANTY IS FOUND TO BE UNENFORCEABLE FOR ANY REASON, THE REMAINING PROVISIONS SHALL BE ENFORCEABLE TO THE FULLEST EXTENT PERMITTED BY LAW.**

**THIS HOME MAY HAVE SUFFERED DAMAGE DURING PRODUCTION, TRANSIT, OR WHILE UNDER THE CONTROL OF OR IN THE POSSESSION OF THE DEALER, AND REPAIRS MAY HAVE BEEN MADE PRIOR TO SALE.**

The Manufacturer will undertake all actions that it is ordered to undertake by state or federal agencies regarding your Home.

This One Year Limited Warranty and Binding Dispute Resolution Agreement is and shall be interpreted as one agreement.

# ONE YEAR LIMITED WARRANTY AND BINDING DISPUTE RESOLUTION AGREEMENT

## **BINDING DISPUTE RESOLUTION AGREEMENT**

The Parties (defined below) agree to resolve all disputes pursuant to the terms of this Binding Dispute Resolution Agreement (the "Agreement"). This Agreement is intended to apply to the Original Purchaser; Manufacturer (including its subsidiaries) and their/its agents, assignees, successors in interest, and employees, as well as to certain Beneficiaries of this Agreement, as defined below. This Agreement supplements any and all other Agreements between Original Purchaser and Manufacturer related to the Home. Original Purchaser and Manufacturer agree that this Agreement also applies to and governs the rights of intended beneficiaries of this Agreement, including (i) any retail dealership involved in the sale, transport and/or installation of the Home (ii) any contractor, subcontractor, vendor and supplier (whether one or more) involved with the sale, transport and/or installation of the Home; (iii) any person who has an ownership interest in the Home; and (iv) any person who resides at the Home or whose claims arise from that person's use of the Home (collectively, "Beneficiaries"). The Original Purchaser, Manufacturer (including subsidiaries) and Beneficiaries are sometimes referred to herein as "Party" or "Parties."

A. Scope of the Agreement: This Agreement applies to all pre-existing, present, or future disputes, claims, controversies, grievances, and causes of action against Manufacturer, including, but not limited to, common law claims, contract and warranty claims, tort claims, statutory claims, administrative law claims, and any other matter in question, not otherwise excepted herein, arising out of or relating to the Home, including, but not limited to, (i) the limited warranty provided with the Home, (ii) any events leading up to the purchase of the Home, (iii) the Beneficiaries' work and materials related to the Home, and (iv) the interpretation, scope, validity, and enforceability of the any documents related to the Original Purchaser's purchase of the Home, including insurance, or the improvements to the Home (collectively referred to as the "Claim" or "Claims"). Notwithstanding anything herein to the contrary, the jurisdiction of the Arbitrator, including objections with respect to the existence, scope, and validity of this Agreement, shall be determined solely by a court of competent jurisdiction and not by the Arbitrator. The Parties agree that Claims must be brought on an individual basis and not on a representative basis as a class action, which involves the aggregation of similar individual Claims of Original Purchaser, Beneficiaries, and/or other persons into a single proceeding. The Parties expressly agree not to arbitrate any Claims as a class action, a representative action, a collective action, or a private attorney-general action.

B. Agreement to Mediate: All Claims that cannot be settled through direct discussions and negotiation shall be submitted first to mediation with a mutually agreeable mediator ("Mediation"). If the Parties cannot agree on a mediator within a reasonable time, then the Mediation shall be administered by the American Arbitration Association ("AAA") under its Construction Industry Arbitration Rules and Mediation Procedures (the "Rules") in effect at the time Mediation is requested. A copy of the Rules may be obtained, free of charge, from AAA, on the internet at [www.adr.org](http://www.adr.org) or by writing to American Arbitration Association, 120 Broadway, New York, NY 10005. The Parties agree to mediate in good faith. The Parties agree that information exchanged in the Mediation shall be held confidentially. The requirement of formally filing a Claim with a tribunal, to satisfy an applicable statute of limitations, shall be tolled during the mediation process, with said tolling period to begin on the date that any Party notifies the other(s) in writing of its intent to mediate (either through a mutually agreeable mediator or the AAA). The tolling period shall end on the date that either Party notifies the other in writing following mediation that the Parties have reached an impasse. In the event the Parties are not successful in resolving their dispute in mediation, then the Parties agree to submit their Claims to binding arbitration. Mediation of Claims is a mandatory condition precedent to arbitration or a court proceeding. An agreement to resolve the Claims in mediation shall be enforceable in any court having jurisdiction thereof.

C. Agreement to Arbitrate: The Parties agree to mandatory, binding arbitration ("Arbitration") of all Claims that are not resolved in Mediation. Arbitration is a process in which a neutral arbitrator decides a dispute instead of a judge or jury. Each side has an opportunity to present evidence to the Arbitrator, both in writing and through witnesses. Arbitration proceedings are less formal than court trials. Other rights that the Parties have in court may not be available in Arbitration. The information that can be obtained in discovery from each other or from third persons in Arbitration is generally more limited than in a lawsuit. An arbitrator will decide the case by issuing a written decision called an "award."

D. Conducting Arbitration: Any Party to this Agreement may commence arbitration at any time following Mediation, subject to applicable statute of limitations and section "C." of this Agreement. The Arbitration shall be governed by and conducted under: (a) the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.*, and to the extent not otherwise preempted by the FAA, by applicable state laws, including common law; (b) this Agreement; and (c) the Rules. The Parties acknowledge and agree that the Home was constructed with component parts manufactured outside of the state where the Home was manufactured and

## ONE YEAR LIMITED WARRANTY AND BINDING DISPUTE RESOLUTION AGREEMENT

that the manufacture, transportation, sale, and use thereof has been and will continue to be regulated by the laws of the United States of America and involve and affect interstate commerce. The Parties further recognize that the Home is regulated by the laws of the United States of America and involve and affect interstate commerce. To commence arbitration, a Party must submit the dispute to AAA via mail, fax, or through AAA's WebFile Service. If the terms of this Agreement and the Rules conflict, then the terms of this Agreement shall control to the extent of the conflict. The Arbitration will be conducted by a single person (the "Arbitrator") and selected in accordance with the "Regular Track" selection process of the Rules irrespective of the amount of the Claims. The Arbitrator shall be impartial, and his or her conduct shall be governed by the most current Code of Ethics for Arbitrators in Commercial Disputes, promulgated by the AAA and the American Bar Association. The Parties agree that if the claim or counterclaim of any party is \$1,000,000.00 or more, exclusive of interest, attorneys' fees, and arbitration fees and costs, then the Procedures for Large, Complex Construction Disputes under the Rules shall apply to any Arbitration commenced under this Agreement. Otherwise, the Parties agree that the Regular Track Procedures and Rules shall apply. The Parties do not agree to the Fast Track Procedures under the Rules. The Parties agree to an inspection of the Home. Further, the Parties agree to allow party and expert witness depositions, irrespective of the amount of the Claim(s). In the event the Claims include alleged personal injury, then the Parties agree to permit discovery of such Claims including, but not limited to, depositions of the treating physicians and medical experts. The Parties agree to an in-person/live hearing and do not agree to a document only/desk arbitration. At the election of the Parties (and at the expense of the electing Party or Parties), the Arbitration may be recorded and transcribed by a court reporter. Judgment upon the award rendered may be entered in any court having jurisdiction over the Parties to the award. The Parties agree that information exchanged in the Arbitration shall be held confidentially and shall not be used in other arbitrations or court proceedings. Except as may be required by law, neither a Party nor an Arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all Parties. All statutes of limitation that would otherwise apply to Claims in a judicial action shall apply to the Arbitration of Claims under this Agreement. The Arbitrator shall apply applicable substantive law and shall honor assertions of privilege recognized at law and consider defenses that a court could consider. With respect to any award for punitive damages, the Arbitrator may award punitive damages only under circumstances where a court of competent jurisdiction could award such damages. In awarding punitive damages, the Arbitrator must abide by all applicable state and federal laws regarding the amount of such damages, and the Arbitrator must state

the precise amount of any punitive damages award. Before the award becomes final, the Arbitrator must also conduct a post-award review of any punitive damages, allowing the Parties the same procedural rights and using the same standards and guidelines that would apply in a judicial proceeding in the state where the Arbitration is located. Any ruling based on this post-award review must be set forth in writing with a reasoned explanation. The Arbitrator shall not have the power to depart from substantive law, including due process principles, in connection with an award. The Arbitrator's findings, reasoning, decision, and award shall be set forth in a detailed writing and must be based upon the laws governing this Agreement.

Except as expressly provided in section "J." of this Agreement, any Claim or counterclaim (including compulsory or permissive under law) of a Party must be made in the Arbitration, and the failure to bring such Claim or counterclaim shall constitute a waiver of and a bar to bringing such Claim or counterclaim in a later Arbitration or action in court.

If Original Purchaser or Beneficiaries have Claims against others (each, a "Third Party") related to or arising from Claims against the Manufacturer (each, a "Related Claim"), then the Parties agree to consolidate the Arbitration of such Claims against Manufacturer, brought on an individual basis, with the Arbitration of any and all Related Claims, brought on an individual basis, into one Arbitration to be governed by this Agreement, provided, however, that the Third Party must agree to be joined in the Arbitration of the Related Claims under this Agreement. The claims of Third Parties are not subject to the mandatory Mediation requirement set forth in section "B." above. If any Third Party does not agree to be joined in the Arbitration of its Related Claim, then Arbitration under this Agreement shall proceed without that Third Party. Original Purchaser and Beneficiaries agree not to arbitrate any Related Claims as a class action, a representative action, a collective action, or a private attorney-general action. The consolidation of these Related Claims will be administered by the Arbitrator initially selected as described in this section "D."

E. Fees and Costs: The fees and costs imposed by the Arbitration Administrator associated with the Arbitration, including the Arbitrator's fees, shall be paid in accordance with the Rules and this Agreement. Original Purchaser and Beneficiaries may request that the Arbitration Administrator reduce or waive Original Purchaser's and Beneficiaries' fees or that Manufacturer voluntarily pay an additional share of the fees and costs (however, such request does not obligate Manufacturer to do so), based upon Original Purchaser's and Beneficiaries' financial circumstances or the nature of such Claim. Unless inconsistent with applicable law or the Rules, the Parties will

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pay for their own costs incurred in connection with the Arbitration (including fees and/or expenses of their own attorneys, experts, and witnesses), regardless of which Party prevails in the Arbitration.

F. Location: The Arbitration will be conducted, in one or more hearings, at a place within the federal judicial district where Original Purchaser's physical address is located, or in the federal judicial district within which a lawsuit between the Parties is pending and in which a motion to compel arbitration is made, or at any other place mutually acceptable to the Parties. If the Parties agree, then all or a portion of the Arbitration may be conducted by telephone conference. If the Parties cannot agree on the location of the Arbitration, then the Arbitrator shall have the power to decide where the Arbitration will be conducted.

G. Collective Actions Waiver: The Parties expressly waive the right to participate as a representative or member in a class action, a representative action, a collective action, a private attorney-general action, or otherwise join the Parties' Claims with those of any other person. The Parties agree that if the above limitation on proceedings is deemed to be unenforceable or interpreted to not prevent a collective or class action, then such collective or class action shall proceed in a court of law and not in arbitration.

H. Joinder of Arbitrations: Except as provided expressly in section "D." of this Agreement with respect to the Arbitration of Original Purchaser's and Beneficiaries' individual Related Claims, the Parties agree to waive any right to consolidate or join any individual arbitration with the arbitration of others.

I. Enforcement and Appeal of Award: The award and judgment by the Arbitrator shall be final, binding, and enforceable in any court having jurisdiction over the Parties. The Arbitrator's decision may be judicially reviewed on all grounds set forth in 9 U.S.C. § 10 and other applicable state law. Once final, an award may be enforced as a court judgment in accordance with federal or state law.

J. Exceptions: The Parties expressly agree that this Arbitration Agreement does not apply to any Claims where the amount in controversy is less than the jurisdictional limit of the small claims court in the jurisdiction where Original Purchaser resides, provided, however, that the Parties agree that any such small claims Claim may only be brought on an individual basis and not as a class action. Bringing a court proceeding described in this section "J.", however, shall not be a waiver of any Party's right to compel Arbitration of any other Claims.

K. Severability: If it is determined that any paragraph or provision in this Agreement (with the exception of the Collective Actions Waiver in section "G") is illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect the other paragraphs and provisions of this Agreement, and the remainder of this Agreement shall continue in full force and effect as if the severed paragraph or provision had not been included. Notwithstanding this severability provision or any other provision this Agreement, if a court of competent jurisdiction determines the Collective Actions Waiver in section "G." to be illegal, invalid, unenforceable, or not to prevent any of the actions set forth in section "G.", then the Parties agree that such waiver shall not be severed and that this Agreement shall be void in its entirety.

L. Rules of Construction: If there is a disagreement on the interpretation of this Agreement, this Agreement shall be construed to require Mediation and Arbitration, rather than to defeat them, except for any disputes arising out of class actions, representative actions, collective actions, and private attorney-general actions, which the Parties agree not to mediate or arbitrate. The Parties waive the rule of construction that requires a tribunal to construe a vague or ambiguous provision against the drafting party. To the extent Original Purchaser is subject to any other dispute resolution agreement with others, then this Agreement controls to the extent the other agreement and this Agreement are inconsistent.

M. Entire Agreement: This Agreement encompasses the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all previous understandings and agreements between the Parties, whether oral or written.

N. Court Waiver: For Claims subject to the terms of section "A.", the Parties hereby expressly and irrevocably waive any right to a trial by judge or jury. This waiver will remain enforceable even if any portion of this Agreement is otherwise found to be unenforceable. The Parties agree that this waiver is made knowingly, willingly, and voluntarily. This waiver does not apply to Claims filed in small claims court, pursuant to the provisions of section "J".

**O. NOTICE: ORIGINAL PURCHASER UNDERSTANDS THAT THIS DISPUTE RESOLUTION AGREEMENT IS AN IMPORTANT AGREEMENT AND THAT THE TERMS OF THIS AGREEMENT AFFECT ORIGINAL PURCHASER'S LEGAL RIGHTS. ORIGINAL PURCHASER ACKNOWLEDGES THAT ORIGINAL PURCHASER HAS READ, UNDERSTANDS, AND AGREES TO BE BOUND BY THIS AGREEMENT. ORIGINAL PURCHASER AND MANUFACTURER FURTHER INTEND TO DIRECTLY BENEFIT AND BIND**

## ONE YEAR LIMITED WARRANTY AND BINDING DISPUTE RESOLUTION AGREEMENT

ALL BENEFICIARIES TO THIS AGREEMENT. IF ORIGINAL PURCHASER DOES NOT UNDERSTAND ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, INCLUDING ADVANTAGES OR DISADVANTAGES OF ARBITRATION, THEN ORIGINAL PURCHASER SHOULD SEEK INDEPENDENT LEGAL ADVICE BEFORE PURCHASING THE HOME. THE PARTIES HEREBY WAIVE THEIR RIGHTS, IF ANY, TO TRIAL BY JUDGE OR JURY, WHERE APPLICABLE. THE PARTIES HAVE ENTERED INTO THIS AGREEMENT KNOWINGLY, WILLINGLY, AND VOLUNTARILY.

This section of the Homeowner's Manual will familiarize you with general information about your home's systems, including safety and security considerations.

### **Electric Power Supply**

Like most modern dwellings, the electrical system of a home likely must comply with the applicable section of the National Electrical Code or another electrical code. Your home is likely equipped with at least a 100-ampere electrical system. In addition, the applicable building code may have other requirements concerning the electrical system that are intended to make your home safe and durable.

**CAUTION:** Only a qualified electrician should be employed to handle the electrical installation or repair of your home. The employment of a certified or licensed electrician familiar with manufactured or modular home, as applicable, electrical requirements is recommended. Inexperienced or unqualified personnel might cause serious or fatal accidents and damage to the home or appliances.

Before moving your home to the intended home site, check to see that the electric power supply meets the needs of your home. If you add electrical appliances (both major and hand appliances), be sure your wiring is adequate to supply the new appliance with electricity.

### **Grounding Systems**

For the protection of its occupants, it is vital that the home be properly grounded whenever it is connected to a source of electrical power. For this reason, all major appliances, electrical equipment and metal parts are grounded for your safety.

The ONLY safe and approved method of grounding the home is through an electrically isolated grounding bar located on the electrical distribution panel. This bar bonds all non-current carrying metal parts of the home for grounding to a single point. Your electrical installer should know the proper method of installation to conform to the National Electrical Code. (See applicable Installation Manual or installation instructions for guidance.)

Your electrical system is grounded and is protected by circuit breakers located in the electrical service panel box. Branch circuits are usually grouped for convenience and are labeled for easy identification.

If heating or other appliances in your home require 230-volt circuits, these circuits will have separate breakers and are clearly identified.

If circuit overloads or shorts occur, then the breaker will "trip," and the circuit will be disconnected. After the fault is

corrected, restore power to the circuit by resetting the breaker.

See the Troubleshooting Guide for more information at the back of this manual.

### **Gas Supply System**

Gas may supply fuel for a number of home appliances such as the water heater, furnace, oven, range, or others.

**The homeowner should never attempt to repair the gas lines in the home. In most areas the local gas company will service the gas system**

Your appliances may use either LP gas or natural gas. Conversion from one gas type to another must be undertaken by a licensed professional.

**NOTE:** The gas piping supply of your home is designed for a supply pressure between 7 and 14 inches of water column (1/4 to 1/2 psi). Do not operate gas-fired appliances if the pressure to your home is outside this range. If necessary, a pressure regulator can be used to reduce supply pressure.

The entire gas system should be thoroughly checked for leaks by a qualified person (a representative of the local gas company) before the gas is turned on.

### **WHAT TO DO IF YOU SMELL GAS**

- Do not try to light any appliance.
- Do not touch any electrical switch.
- Do not use any phone in your home.
- Immediately call your gas supplier from a neighbor's phone. Follow the gas supplier's instructions.
- If you cannot reach your gas supplier, call the fire department.

### **Water Supply System**

All water for use in your home enters through one basic pipe system. The supply line entering the home must be a minimum of 3/4" diameter on a manufactured home and a minimum of 1" diameter on a modular home. The pipe riser from the underground water line is connected directly to the system that has been installed in accordance with the specifications of the applicable building code.

A main water shut-off valve for the water system shall be installed at the inlet to the water supply system. This should be shut off if any break occurs in the water system. Also, individual shutoff valves are usually located at each

sink and toilet. Using the individual shut-offs allows you to continue to use water in the rest of the home.

A pressure regulator should be installed on your water line should fluctuations of water pressure exceed 80 psi.

The area under the pipes should be checked occasionally for signs of leakage.

The water supply line to the home should be installed below the frost line. The entire pipe riser above the frost line should be insulated. There are a number of suitable insulating materials available with which to accomplish this. A thermostatically controlled electric heating element, generally referred to as a "heat tape," also may be used. The heat tape will turn on automatically to prevent freezing when needed and turn off automatically when not needed. If you have a manufactured home, be sure that any heat tape installed on your water line is listed (approved) for use with manufactured homes by a recognized testing laboratory.

**NOTE:** It is important that the manufacturer's instructions of heat tapes be followed to ensure that the tape provides the required protection without creating a safety hazard.

#### **Drainage System**

Your home drainage system has been carefully designed and installed at the factory. There may be several drain dropouts that need to be interconnected on-site, according to the print provided with the home, to accomplish a single outlet for connection to the septic tank or municipal sewer system.

Once this drain connection is complete, the drainage system works much like that of any other building.

The most likely problem you will ever encounter with your drain is clogging, usually caused by large objects placed into the sink or toilet drains. We do not recommend that you flush disposable diapers or similar objects down the toilets. We also do not recommend that food scraps be washed down the sink drain, unless they are processed through a garbage disposal. Grease, fats and oils may be a problem, especially if drain lines are exposed during cold weather.

Toilets today use low capacity, 1.6 gallon tanks. These use less water per flush, saving millions of gallons of water each year. However, at times it may be necessary to flush more than once. This is normal and not necessarily an indication of a problem with the system.

If a stoppage occurs that cannot be cleared with a "plumber's helper" or a commercial drain cleaner, or if you have other drain problems, call your home retailer or serviceman for assistance if within the applicable warranty period or call a local plumber.

**NOTE: DO NOT use a heat tape on exposed drain lines.**

#### **Appliances**

Your home is equipped with brand name appliances and equipment. Manufacturers of each appliance provide owner's manuals and likely limited warranties for each appliance. Follow the appliance manufacturer's instructions for operation and maintenance. For other information and service, contact the appliance manufacturer's representative or authorized factory service center in your area.

#### **Water Heater**

All water heaters are equipped with temperature and pressure relief valves to prevent the build-up of dangerous temperatures or pressures in the event that the tank thermostat should fail. If it is necessary to install a new water heater in your home in the future, be sure that a proper pressure and temperature relief valve is installed in the new heater, and that the discharge line extends, undiminished in size, so that it will discharge to the underside of the home. All water heaters also are equipped with a drain pan. The drain pan is installed below the base of the water heater and discharges to the exterior of the home.

**CAUTION: If a water heater is installed in a closed water supply system, such as one having a back flow preventer, check valve, water meter with a check valve, etc., in the cold water supply, provisions must be made to control thermal expansion. Contact the water supplier or plumbing contractor on how to control this situation.**

**CAUTION: If replacement of a fuel burning (gas or oil) hot water heater becomes necessary, the replacement equipment must be listed or labeled for use in the applicable home.**

**WARNING: If your home is equipped with an electric water heater, be sure it is filled with water before the circuit breaker is turned on. Otherwise, the heating element may be damaged.**

## HOME SAFETY

Apart from the standard materials and construction techniques that make your home safe, several safety devices and features have been included in its design.

### Fire Safety

Smoke alarms have been installed in your home. These alarms operate on both household current and by batteries. Instructions for operating and testing these devices are included in your Homeowner's Information Packet. You should locate and become familiar with these devices.

- Be sure that they are kept in top working condition by testing them frequently in accordance with the manufacturer's instructions.
- Emergency Exits: At least two exterior doors in manufactured homes and one exterior door in modular homes and labeled bedroom windows have been designed for use as emergency exits. **DO NOT BLOCK THESE EXITS WITH FURNITURE OR STORED MATERIALS.** Learn the location of all doors and windows and how to operate them. As part of your home emergency planning, develop and practice emergency procedures with your family.

Review your emergency exit procedures and teach each member of your family how to leave the home as quickly and safely as possible. Conduct an occasional fire drill.

### Systems Safety

Electrical, plumbing and heating systems of your home may be rendered unsafe through improper use or treatment, and hazards may result. Refer to the "Troubleshooting Guide" section of this Homeowner's Manual for ways to avoid such hazards. If these systems ever require service or modification, always consider how the modification or service will affect the system or other related systems. Replacement components always should be rated equal to or better than the original and must be compatible with other system components.

### Wind Safety

Your applicable Manufacturer's Installation Manual or installation instructions set forth detailed instructions on how to anchor your home. In order for the home to be secure against high winds, it should be anchored to the ground or, if not anchored to the ground, have an approved system for protecting your home from high winds. If your home is not properly anchored, then it is highly susceptible to damage when high wind conditions occur. **Warning:**

**Your home should not be transported or installed in severe weather, including high winds.**

### Maintaining Anchoring Systems

Where applicable, tie-strap tensioning should be checked and adjusted when necessary to prevent damage to the home from settling or other unforeseen movements (such as frost heave).

### Installing Your Home

With your home, you were provided with an Installation Manual or installation instructions, the contents of which are incorporated herein by reference, explaining the recommended procedures to be followed in setting up your home. In the event you purchased a modular home, local building codes and rules may require you to hire a registered engineer or architect to prepare a foundation plan for your home. There is pertinent information in the Installation Manual or installation instructions that you should become familiar with to assure yourself that your home has been properly installed, including:

- (1) site preparation procedures:

Proper drainage prevents water build-up under your home, which may cause shifting or settling of the foundation, dampness in the home, damage to siding and bottom board, buckling or cracking of ceilings, walls and floors, and problems with the operation of doors and windows. Grade the home site to permit water to drain away from the home. Depending on the local landscape, ditches and culverts may be needed to drain surface runoff; if so, consult a registered engineer. Gutters and downspouts are also recommended to be installed to direct the runoff away from the home. Gutters and downspouts should always be installed when rain water from the roof would otherwise splash onto decks and patios onto the home or the home's exterior doors.

Erosion control grasses and landscaping should be installed as soon as possible to protect surrounding areas from deterioration. This erosion control is your responsibility as a homeowner. But, you need to make sure that any landscape changes you make now, or in the future, will not disrupt the foundation around your home by causing water to dam and pool under your home. Large trees or other plants that have deep root structures, over time, can grow under the foundation of your home, causing potential problems to all foundation types.

- (2) the types of foundations for which the home was designed:
- (3) procedures for leveling the home:
- (4) procedures for connecting the utilities:

- (5) suggested anchoring procedures for wind upset and sliding.

In most instances, your home retailer is responsible for arranging for delivery of the home to your site and properly installing, or arranging for installation of the home at the site. Consult with your retailer to obtain additional information concerning installation and anchoring services. Your home should be professionally inspected after it is installed to assure that it has not been damaged in transit and is properly installed. If your home is reinstalled after its original installation, it should be professionally inspected after it is reinstalled in order to ensure that it has not been damaged and is properly installed.

- (6) guidelines for the installation of a ground vapor barrier.

Unless stated otherwise in the Installation Manual or installation instructions for your home, we require that a polyethylene sheeting, or another type of moisture retarder be placed on the ground under your home. This material is intended to reduce the movement of moisture. Repair any tears, gaps or holes in the vapor barrier. If you use the space under your home for storage, place items carefully so the moisture retarder is not damaged. Use a minimum of six-mil polyethylene sheeting or its equivalent, cover the entire area under the home with the sheeting and overlap it at least 12 inches at all joints; and

- (7) information concerning proper installation of additions, porches and decks.

#### Home Site

After your home is properly installed, you will need to do periodic inspections or maintenance on the site and the home installation.

Here are some things you should consider:

Your home may have been installed with optional skirting that encloses the crawl space. In addition to enhancing your home's beauty, the skirting reduces the movement of air under your home and can significantly affect your heating and air conditioning needs. In climates with extreme winter temperatures, skirting will reduce the possibility of freeze-damaged plumbing.

The skirting must be vented to allow the dissipation of moisture from the ground. If the vents are not provided or are blocked, moisture may build up under your home and, over time, cause damage to structural components. Be sure to check your skirting at least yearly. Make sure vents are not blocked.

Skirting, if used, shall be of durable materials suitable for exterior exposures. Skirting must not be attached in a

manner that can cause water to be trapped between the siding or trim to which it is attached. The skirting should be recessed under the siding or trim. Most local codes do not permit wood, including lumber, and all wood siding used for skirting, to be used within six (6) inches of the ground (unless it is pressure treated to prevent decay and termite infestations).

**NOTE: If your home is constructed with a pressure treated or composite lumber porch or deck, your home's skirting must follow the heated space of your home and not encompass the porch or deck. If you desire to add skirting to the porch or deck, proper slope must be provided under the porch or deck and adequate drainage must be provided through the skirting to allow water to drain away from the home.**

**CAUTION: If you add a deck or porch to your home, a proper method of flashing must be installed and sealant applied to prevent water or moisture migration into the home or into the adjoining wall and floor cavities. Such damages are not covered by the Limited Warranty provided with your home. Decks and porches must be independently supported. You should not attach a deck or porch to your home.**

#### Provide Ventilation

Unless the skirting has integral ventilation openings that meet the following ventilation requirements, install equally sized ventilation openings on at least two opposite sides of the foundation. Size ventilation area should be equal to at least one square foot for each 150 square feet of under-floor area (or for each 1,500 square feet, if a ground moisture retarder is installed.) Place vents as high above the ground as practical and place openings on at least two opposite sides to provide cross-ventilation. In areas subject to freezing, the covering for the ventilation openings must be of the adjustable type, permitting them to be in the open or closed position, depending on the climactic conditions.

Dryer vents, air conditioning and/or heat pump condensation drains, and combustion air inlets must pass through the skirting to the outside.

**NOTE: At least twice a year, clean out your dryer vent system on the inside and outside of your home. This will help keep unwanted moisture out of your home.**

The underside of your home likely has been covered with a bottom board material to protect your home from moisture (required for manufactured homes and most modular homes). If this protective barrier is damaged, it must be

repaired immediately. The whole underside of your home must be inspected at least twice a year to ensure no holes or tears exist. If holes or tears are found, adequate and effective repairs must be made immediately.

Uneven site settling, among other things, could cause your home to become unlevel. When settling does occur, it can affect the proper functioning of locks, closing of doors, windows, and cabinets, as well as put undue strain on the structure of the home. It even can cause wall panels to come loose or crack, and floor coverings to separate. The home's level must be checked within ninety days of installation and at least yearly thereafter. You are responsible for re-leveling your home as needed. It is recommended that your retailer or a licensed home installer perform this work.

**CAUTION: In no event should the re-leveling procedure be attempted alone or by an amateur. If the home should slip or tip, a serious accident could occur, causing personal injuries and/or damage to your home.**

**DATA PLATE (MANUFACTURED HOME)**

Each manufactured home contains a Data Plate located inside a cabinet door under the kitchen sink or other readily accessible and visible location. This plate is an important source of identification and safety information concerning the specifics of your manufactured home and will be useful in the event that warranty service is required. The Data Plate sets forth the serial number, model designation, and the date of manufacture and location of the manufacturer. Additionally, the Data Plate provides a list of all factory-installed appliances, including the manufacturer's name and the model designation of each appliance.

Safety information concerning roof load zones and wind zones also is included on the Data Plate in the form of references to a roof load zone map and wind zone map. The roof load zone map identifies northern locations where accumulations of snow and sleet on the roof may become dangerously heavy. The wind zone map identifies areas of the country that may be subjected to dangerously high winds or hurricanes (Wind Zones II and III). This information comes with a warning (also included on the Data Plate):

This home has not been designed for the higher wind pressures and anchoring provisions required for ocean/coastal areas and should not be located within 1500 feet of the coastline in Wind Zones II and III, unless the home and its anchoring and foundation system have been designed for the increased requirements specified for Exposure D in ANSI/ASCE 7-88.

The Data Plate also will indicate whether your home is equipped with storm shutters or other protective coverings for the windows and doors. If your home does not have storm shutters, it is strongly suggested that you equip your home with shutters if you plan to locate your home in Wind Zone II or III.

Your home contains a Heating Certificate which provides information regarding the outdoor winter temperature for which the home is designed to withstand and the lowest outdoor temperature for which the installed heating equipment has the capacity to maintain an average temperature of 70°F.

Information about the readiness of the home to accept a central air conditioning system will be given in one of three possible ways on a Comfort Cooling Certificate. These are:

- a. If a central air system is provided, a statement regarding its ability to maintain an indoor temperature of 75°F;

- b. If the air distribution system is suitable for use (but not equipped) with air conditioning, a statement is provided; and
- c. If your home is equipped with an air supply duct system that is not suitable for installation of central air conditioning, this fact will be stated.

Lastly, the Data Plate includes a list of certification labels, one for each separately transportable section of your manufactured home.

**Zone Substitution Charts**

At times, homes constructed and labeled for a particular zone are sited in a zone other than their listed zone. The charts below outline the acceptable zones for homes to be located.

**Acceptability Chart For Wind Zones \***

Homes may be sited in:			
Home labeled for:	Wind Zone I	Wind Zone II	Wind Zone III
Wind Zone I	YES	NO	NO
Wind Zone II	YES	YES	NO
Wind Zone III	YES	YES	YES

\*NOTE: Homes need only be anchored per the requirements of the zone in which they are sited.

**Acceptability Chart For Roof Load Zones**

Homes may be sited in:			
Home labeled for:	20 psf	30 psf	40 psf
20 psf	YES	NO	NO
30 psf	YES	YES	NO
40 psf	YES	YES	YES

\*NOTE: Homes need only be blocked per the requirements of the zone in which they are sited.

**Acceptability Chart For Thermal Zones \*\***

Homes may be sited in:			
Home labeled for:	Thermal Zone I	Thermal Zone II	Thermal Zone III
Thermal Zone I	YES	NO	NO
Thermal Zone II	YES	YES	NO
Thermal Zone III	YES	YES	YES

\*\* Exception: Homes labeled for Humid and Fringe Climate Zone, shall not be sited outside of the Humid and Fringe Climate Zone.

**DATA PLATE (MODULAR HOME)**

Each modular home contains a Data Plate typically located at the Electrical Service Panel or other readily accessible and visible location. See approved plan set for exact location. This plate is an important source of identification and safety information concerning the specifics of your modular home and will be useful in the event that warranty service is required. The Data Plate sets forth the serial number, model designation, and the date and location of manufacture. Additionally, the Data Plate provides a list of all factory-installed appliances, including the manufacturer's name and the model designation for each appliance.

Safety information concerning Design Conditions of the home is listed on the Data Plate. Some Design Conditions are:

**Snow and Structural Loads, Wind Speed and Exposure, and Seismic Design Category.**

Design conditions must meet the requirements of the site, which is to say a modular home shall not be sited in an area with more restrictive requirements than its design condition including thermal considerations listed below.

The Data Plate includes heating information regarding the outdoor winter design temperature for which the home is designed and the lowest outdoor temperature for which the installed or recommended/specified heating equipment has the capacity to maintain an average temperature of 68 degrees.

The REScheck Compliance Certificate or Energy Performance Level Display Card may be found in the homeowner's packet. These documents provide additional information about the energy performance of the home and may be used for heating and air conditioning system design.

**Home Diagrams**

In most instances, you may obtain diagrams of the structural, electrical, plumbing, heating, cooling and transportation systems from your retailer or the Manufacturer.

**Protecting Your Investment With Insurance**

As an owner of a manufactured or modular home, you should consider acquiring adequate and appropriate insurance coverage for your home. We encourage you to contact an insurance company of your choice to obtain information of the types of insurance available.

Among other things, factors to include when procuring insurance include:

- (3) Whether your home is financed; and
- (4) Whether your home is located in a floodplain.

Other factors may be relevant as well. You should contact your insurance company and/or agent to ensure that you have appropriate coverage for your manufactured home.

- (1) The value of your home;
- (2) The value of the contents of your home, including furniture, clothing, etc.;

## OWNER'S MAINTENANCE RESPONSIBILITY

With the benefits of home ownership come the responsibilities to take care of your home and perform preventive maintenance. Some routine tasks can be performed by you. Others require the services of trained and qualified personnel. **YOU ARE RESPONSIBLE FOR MINOR REPAIRS AND FOR ARRANGING FOR THE REPAIRS THAT REQUIRE THE SERVICES OF TRAINED & QUALIFIED PERSONNEL.** Please remember that routine home maintenance is not part of your Limited Warranty coverage. You must bear the expense of correcting problems that are not covered by any warranty. Structural changes or repair of the operating equipment or electrical, gas or water systems should be attempted only by qualified service personnel.

### Exterior Maintenance

This section provides a general guide for service and maintenance. When specific instructions for the products are known or provided, the manufacturer's recommendations shall prevail.

#### **Caulking & Sealants**

Check around roof & wall vents, window & doorframes, and other openings in the walls & roof at least annually. Remove any materials that are cracked, dry, or peeling away. Re-caulk or reseal with flexible, non-hardening caulks and sealants.

#### **Finished Wood Walls**

Wood exteriors and trim materials must be painted or stained periodically to maintain their appearance and water resistance.

#### **Finished Metal & Vinyl Siding**

Wash exterior metal surfaces and vinyl siding as you would an automobile. Do not use abrasive cleansers or pads. Always wash the exterior metal and vinyl surfaces with mild soap and water.

Extreme care should be used when power-washing the exterior of the home. Do not "dry dust". Apply wax or protective sealer to metal surfaces periodically to retard oxidation and keep the colors bright.

Note: In periods of extreme heat, it is not uncommon for vinyl siding to expand, creating a wave look on the exterior of the home. As the heat dissipates, so will this issue.

#### **Frame**

Your home's frame has been coated with a rust inhibitor. If rust appears, clean the area and re-coat with a rust preventive material.

NOTE: Some modular homes are constructed to be set off frame.

#### **Stacks and Vents**

If stacks and vents have rusted and fail to function properly, they should be replaced. When replacing them, remove the old, dried caulking around them and apply new caulking. Caulking should be applied to the underside of the base flashing of the stack or vent, as well as, to the roof area on which the flashing is to be set. The flashing should be firmly secured in place with screws. Caulking should be applied so that it completely covers all screws.

#### **Roofs: Shingle**

Semi-annually inspect the sealants around vents, joints, roof caps, and other roof penetrations. Make repairs as necessary.

#### **Roof: Metal**

Metal roofs are constructed in one of two ways, rolled steel sheets that are seamed together the length of the home or individual ribbed steel panels. Regular preventive maintenance is necessary to avoid possible damage and leaks. The ribbed panel roofing requires very little maintenance. After the first year, the rolled metal roofing should be coated entirely with a good quality white or aluminum roof coating.

#### **All Roofs**

Seams (except ribbed panel roofs,) vents, flashings, and caulked joints must be resealed once a year or more often as needed. Sealants are available in many colors to match your home's finish. Always use sealants that remain flexible. Follow the manufacturer's instructions when applying coatings and sealants.

Snow and ice can accumulate during the winter months. When conditions last long enough an "ice dam" may form on the eaves of the home. A pool of water from melting snow may accumulate behind the ice dam. Ice dam leakage can saturate the insulation in the roof cavity, reducing the insulation value and staining the ceiling, and can cause serious damage to your home. To prevent this from happening, snow and ice buildup along the eaves must be closely monitored. If the buildup accumulates to the point that an ice dam is forming, immediate steps must be taken to remove the snow and ice. **Snow and ice removal is the homeowner's responsibility.**

If your home has gutters installed, you should have them cleaned regularly to prevent build-up of leaves and debris that could cause leaks.

When sited, it is EXTREMELY IMPORTANT that the home is properly leveled to avoid strain that can part seams and create buckling of the roof area.

Low hanging tree branches should be trimmed away from the roof and gutters.

**CAUTION:** Extreme safety procedures must be followed at all times whenever inspection of the roof, roof maintenance, or removal of snow from the roof is undertaken. Most inspections, cleaning, and roof repair work can be done effectively from a stepladder. When walking on the roof cannot be avoided, only those sections that are supported by rafters or stringers should be walked on. Try to avoid walking on the shingles when they are hot, as they become soft and easily damaged. Also, both shingled and metal roofs can be slippery even though they may not be wet or icy.

For safety reasons, we strongly recommend that you have someone trained in roof repair do the inspections, maintenance, and repairs of your roof.

### **Exterior Maintenance Continued**

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#### **Locks & Latches**

Lubricate locks, latches, and hinges once a year with a powdered graphite lubricant. If your home is located in an area with very high humidity or is exposed to salt air, you should lubricate locks & latches more often. A record should be kept of the identification numbers and manufacturer of the house locks. With this information, it should be possible to obtain a duplicate key from a locksmith if keys are lost.

#### **Windows**

Be sure latches are adjusted as needed, and lubricate the window guides with a silicone spray at least once a year. Inspect the outside window frames yearly.

**HVAC—HEATING, VENTILATION AND AIR-CONDITIONING**

**Heating**

Except in rare situations, where it has been requested by the consumer or by the retailer, the heating system has been fully installed at the manufacturing facility. [If the heating system was not installed in your home, you received a copy of a heat-loss calculation indicating the proper size heating unit to be used for your home in its presumed geographical location]. Heat distribution systems are fully installed, except for “cross-over” duct connections required to join the trunk lines in multi-section homes and heat pumps, when required.

The connections of cross-over ducts are extremely important and must be air tight. See your applicable Installation Instructions for proper connections. Regular inspections of crossover ducts below floor (at least twice a year) are highly recommended.

- Inspect for connection integrity.
- Inspect against tears, holes, leaks and damage caused by animals under the home. (Pets and other animals should not be allowed under your home.)
- Inspect against moisture inside the outer protective wrapper.

**WARNING: Any problems noted during the above outlined inspections must be corrected immediately to reduce potential moisture-related damage to your home, high utility bills and loss of home warranty.**

Maintenance and operating instructions for your heating system are provided with the heating unit. Follow the manufacturer’s recommended operation, maintenance and service schedule. Service on your heating system should be performed by qualified furnace-service personnel.

- Do not block the furnace combustion air intake outside the home or the flue opening on the roof.
- Do not block any return air grills at the furnace compartment or throughout your home.
- Do not block supply registers—supply registers may be “dampered” as needed to control and regulate air flow, but they should never be fully closed or blocked.
- Do not operate a humidity device on your furnace.
- Change air filters regularly - once a month is a good schedule for filter cleaning or changing.

**Fuel Oil Furnace System**

If your furnace uses fuel oil, your outside tank and supply system must be installed as recommended by the furnace manufacturer. The tank must be located safely away from fire or other hazards and must be accessible for service.

In climate areas of high humidity and temperature extremes, water may condense and collect in the bottom of the tank. This condensation can be minimized by capping the tank with a vented cap and by keeping the tank full. A proper filter, installed in the fuel line near the tank, will help trap any dirt or water that may settle in the tank. Your fuel supplier may be able to drain or pump out troublesome dirt and water accumulation.

Wrap exposed fuel lines with insulating material. Occasionally, water may condense in fuel tanks and collect in fuel lines. If this water freezes, fuel delivery to the heating system and other appliances may be interrupted.

**Gas (LP or Natural) System**

Your furnace may use either LP gas or natural gas. Conversion from one gas type to another must be done by a licensed professional.

**CAUTION: Be sure your furnace has been converted to the proper gas type before operation.**

**Electric Heating System**

The air circulation system in an electric furnace is similar to that used for gas or oil systems and should be maintained as outlined in the operator’s manual supplied with the furnace.

## HVAC-HEATING, VENTILATION AND AIR-CONDITIONING

### Whole-House Ventilation

As manufactured homes have become more and more energy efficient and construction requirements have mandated tighter home construction, a "Whole-House Ventilation System" has become necessary and required by the HUD Code, 24 C.F.R. § 3280 et seq. A Whole-House Ventilation system has been installed in your home if you purchased a manufactured home, and may be provided in a modular home and it will operate on its own whenever the home's furnace or air-conditioner is in operation, or may be controlled by separate wall switch that will be identified with a label "Whole House Vent".

It is important to occasionally operate the Whole-House Ventilation system when the home is occupied. The best way to do this with systems that are integral with the home's furnace is to set the thermostat Fan Mode to "Auto". The system can be activated when the furnace or air-conditioner is not in operation by setting the thermostat Fan Mode to "On". Never set the thermostat Fan Mode to "On" while in the Cooling Mode as it may draw unconditioned hot moist air into the home.

The Whole House exhaust fan can also be turned on using the identified wall switch. It is recommended to operate the Whole House exhaust fan continuously for the first few months you live in the home. After the first few months the fan can be used at the homeowner's discretion.

Complete operation and maintenance instructions for the Whole-House Ventilation system can be found in your homeowner's instruction package or a drawer in the kitchen.

**WARNING: A vital part of the Whole-House Ventilation system is comprised of a flexible insulated duct coming through the ceiling in the furnace compartment. This flexible duct must never be kinked or blocked in any manner. See the Installation Instruction for more information about this flex duct.**

Helpful tips to increase / improve ventilation:

- Open doors and windows when weather permits for fresh air.
- Do not tape doors or windows.
- Avoid overcrowding closets.
- Avoid locating heavy furniture tightly against walls.
- Do not over crowd kitchen and bath cabinets.
- Bedroom doors should be open

- Bathroom doors should be closed when exhaust fan is used

Helpful tips to increase energy efficiency:

- Open blinds and draperies in the wintertime to take advantage of solar heat.
- Close blinds and draperies in the summertime to counteract solar heat.
- Install storm windows.

Keep the furnace/air-conditioner filters, grills and blowers clean.

### Condensation and Humidity, Moisture Control (in cold weather)

In all types of buildings, proper humidity control is necessary for the health and comfort of its occupants as well as for proper maintenance of the structure and furniture. If the humidity level is too low, occupants may experience dry skin, scratchy throats, and high levels of static electricity. If furniture, books and structural members of the home become too dry, they may be damaged or may separate by shrinkage.

A satisfactory humidity level for a home is one that can be maintained without moisture condensing on windows or walls. During winter (and depending on whether or not storm windows are in use), a minimum of 30% to 35% relative humidity may be sufficient. Your home is enclosed by an "envelope" of insulation material adequate for the zone or region for which the home was built. Windows are considered part of the "envelope" and may be required to meet specified air and water infiltration tests. Moisture can be regulated by proper use of exhaust fans and/or windows.

Too much moisture (condensation) can be as damaging to the home as too little, particularly in the winter. Because warm air has the ability to hold more moisture than cold air, the tendency is for water vapor to migrate from a warmer to a cooler place; thus windows may fog or frost. Moisture may accumulate on doors, window sills, etc. and produce stains or deterioration.

Some functions in the home which tend to cause condensation problems are:

- Cooking
- Laundering
- Bathing
- Humidifiers (which should not be used)
- Aquariums

- Hot tubs
- Potted plants
- Gas ranges (a byproduct of combustion is hydrogen which combines with the oxygen in the air to produce water)

**NOTICE: To prevent an accumulation of excessive moisture in kitchens and bathrooms, exhaust fans should always be used whenever the rooms are in use. Exhaust fans should continue to run for 20 minutes after showers, use of hot tubs, and cooking. Do not run all exhaust fans simultaneously and continuously.**

#### **Portable Room AC Units**

Never use portable room AC units which have a single exhaust hose installed in a window. These units exhaust very high volumes of air and create significant negative pressure conditions within the home. Although it may cool one room, the sustained negative pressure within the building, especially in the hot humid climates, will cause high interior humidity in the remainder of the building, mildew growth in base cabinets and cause severe moisture damage to the floor structure such as soft spots and deflections.

## HVAC—HEATING, VENTILATION AND AIR-CONDITIONING

### Condensation and Humidity, Moisture Control (in cold weather)

- Never place pans of water on the stove or in heat ducts to raise the humidity.
- Your clothes dryer must be vented to the outside according to the dryer manufacturer's installation instructions. If skirting or a perimeter wall is provided around your home, the vent must extend outside the skirting or perimeter wall.
- Never use open flame gas or kerosene burning heaters inside your home.
- Water leaks of any type must be repaired immediately and the building materials dried as quickly as possible.
- Make sure any drains from air-conditioners and heat pumps do not deposit water under the home, these condensate lines must extend beyond the perimeter of the home.
- If vaporizing inhalers or similar devices are used, always provide adequate ventilation by opening a window.

### Moisture Control (from outside sources)

The control of moisture in your home is essential to your health and comfort, and in order to preserve the structural integrity of your home and its contents. Most materials within your home will mold or mildew if they become damp, or wet, particularly if they remain that way for several days. There are several ways you can control moisture levels within your home.

- Most moisture problems can be avoided by ensuring that the site is properly prepared prior to installing your home. Detailed set-up procedures and site preparation requirements are provided in the Installation Manual or installation instructions and must be followed to avoid uncontrolled moisture migration from under and around your home.
- Make sure the area under your home has been covered with a minimum six millimeter thick polyethylene sheeting or equivalent moisture retarder.
- Make sure skirting or perimeter walls are properly ventilated.
- The bottom of your home is likely covered with a black plastic material called bottom board (required for manufactured homes and most modular homes). This material is **EXTREMELY IMPORTANT** for controlling the water vapor that

could enter your home from the outside, particularly in hot humid climates. The bottom board is sometimes damaged during transit or during the set-up of your home. (The installation crew should have inspected for this type damage and made appropriate repairs, but a second look by you, the homeowner, is essential.) It is critical that the bottom board be repaired immediately if it is cut or torn. If insulation has been removed or pushed to one side during work inside the bottom board, this must be replaced. Holes in the bottom board will allow moist air to enter the home through the floor, even with the required ground cover vapor barrier in place. Additionally, the bottom board provides an effective barrier to rodents and insects.

**NOTICE: Inspect the bottom board of your home regularly—at least twice a year. If any tears, holes or loose access panels are discovered, make repairs immediately as outlined in the Installation Manual or installation instructions.**

### Air Conditioning

As with heating equipment, be sure to read all instructions provided by the air conditioner manufacturer including those for care of the air filter. Air filters must be cleaned or replaced regularly—once a month is a good rule of thumb.

Air conditioning should be sized to match closely the design load, but shall not be larger than the duct capacity on the Data Plate for manufactured homes.

**NOTE: The supply air distribution BTU capacity listed on the home's Data Plate is NOT the recommended air conditioner size; it is simply a statement of the duct's maximum capacity. (not applicable to modular homes)**

Over-sizing of air conditioning equipment, especially in hot humid regions of the country, in conjunction with excessive blower speed, will result in frequent cycling (short cycling) of the equipment, high energy bills and can result in severe moisture issues.

Select equipment with a rated cooling capacity sized in accordance with Chapter 28 of the 1997 ASHRAE Handbook of Fundamentals or ACCA Manual J, Residential Cooling Load, 8th edition for manufactured homes, the applicable chapter and reference date of the ASHRAE Handbook or the applicable edition of the ACCA Manual J, for modular homes. Information necessary to calculate the heat gain of the home is located on the Data Plate for manufactured homes. Sizing recommendations may also be obtained by utilizing the Manufactured

Housing Research Alliance Cooling Equipment Sizing Guidelines available at [www.energystar.gov](http://www.energystar.gov)

**WARNING: Installing an air-conditioner larger than substantiated by a properly performed Manual J calculation can cause damage to your home as can the use of window or room air-conditioners. Such damages are not covered by the Limited Warranty.**

The name "air conditioning" implies not only cooling but also addresses "conditioning" of the air. Over-sizing and consequent short cycling of the equipment reduces the equipment's ability to condition/de-humidify the air, resulting in an uncomfortable environment and compelling the home occupants to lower the thermostat to obtain a level of comfort. **Cooling your home below 75 degrees F will increase your chances of developing moisture related problems, which are not covered under your warranty.** Generally, your air-conditioner is most efficient and most economical to operate if it has a long run time and does not stop and start several times per hour.

Frequent starting and stopping allows moisture to build up in the home and also reduces the service life of the unit. On the hottest days of the year, your air-conditioner should run all day if it has been properly sized. Longer run times will remove more moisture, which lowers the inside humidity and provides a more comfortable environment. A heating/cooling thermostat should be installed to prevent simultaneous operation of heating and cooling systems.

If the unit should ever fail to operate, check the breaker first. If the breaker has tripped and you cannot determine the reason, contact the representative who provides service for the air-conditioner manufacturer. Do not attempt to operate the unit again without the appropriate repairs. If there is a warranty from the air conditioner manufacturer, refer to its provisions.

### Return Air Pathways

Particularly in the summer months, it is important to keep all interior room doors open as much as possible. We have provided return air pathways; through, under or over room doors to allow air to return to the air-conditioner. These return air grills should never be blocked or restricted.

### HVAC Safety

**Never use kerosene or other portable fuel-burning heating or cooking appliances inside your home.** These portable appliances are not safe for use inside your home. Asphyxiation from oxygen depletion or carbon monoxide poisoning can occur since these appliances are not vented to the outside. **Additionally, these appliances also release large amounts of water vapor into the air that can cause moisture damage to your home.**

Remember:

1. The Manufacturer will not accept any responsibility for any resulting damage to your home or possible injury to you as a result of the use of fixed or portable kerosene, LPG, natural gas or other forms of fuel-burning unvented heater(s) or unvented gas logs in the home.
2. Studies indicate that colds, lung infections, and other illnesses increase when the room air is contaminated with gases. Unvented heaters of all types put unhealthy gases and particles into the air. Asphyxiation is always a possibility.
3. Wall and ceiling surfaces become dirty with soot and chemicals left after kerosene is burned.
4. Unvented heaters produce moisture in the home, which may cause condensation on the windows, in wall cavities, and roof cavities. Exterior siding may also warp. Accelerated deterioration of the home is probable.
5. House fires may result from the improper use of kerosene heaters.

### **Fuel-Burning, Heat-Producing Appliances**

All fuel-burning, heat producing appliances, except ranges, ovens, illuminating appliances, and clothes dryers must be provided with outside air for combustion. This includes such appliances as furnaces, gas water heaters, fireplaces, and gas refrigeration devices. This differs from site-built housing in which it is customary to draw combustion air from inside the house. Consequently, if you must replace an appliance, such as a furnace or water heater, the replacement appliance must use the same system. To determine that you purchase the correct appliance, first check the appliance label to insure that it is labeled for use in the manufactured home.

## INTERIOR MAINTENANCE

### Cabinets And Cupboards

It is recommended that Old English scratch polish, furniture polish, or Murphy Oil soap should be used to care for your cabinets. For best results apply your cleaning product to a soft rag or towel before dusting or rubbing any surface. Do not use soap and water, ammonia, bleach-based products or abrasive cleaners on your cabinets. Always follow the instructions on the cleaner being used.

**NOTE: Cabinets and trim constructed with MDF Board may become damaged if subjected to excessive moisture. Your Limited Warranty does not cover damage to MDF cabinet components due to excessive moisture.**

### Ceilings

Ceilings are either of mineral fiber or drywall panels. Maintenance issues occasionally occur.

Damage such as gouges can usually be repaired. To repair a gouge, first remove all loose pieces, and then fill in with spackling paste applied with a clean putty knife. The paste should be leveled off to the surface of the panel and the compound sculptured to conform to the surface of the panel. After the compound dries, touch-up with paint.

Water stains on ceiling panels may indicate a roof leak or condensation problem. Be sure that this condition is corrected or repairing of the stain itself will be futile. Check with your retailer if you need help determining the cause of the stain. After the leak has been stopped, the area can usually be repainted. In cases where the panel has been badly damaged, you may have it replaced by a professional.

For cleaning of smudges or loose dirt, the ceiling panels can be dusted with a soft cloth or by use of a vacuum cleaner attachment.

When repainting is necessary, a good quality product suitable for the surface to be painted should be selected.

### Doors

The exterior doors are installed so that they provide a certain amount of clearance at all sides. The clearance space is normally filled with flexible weather stripping. If the door clearances are not maintained, there is a likelihood that the door will bind and ultimately the door or hardware may break. Proper installation of the home is essential to assure that adequate clearances are maintained. Further, a level home will assure that the door will function properly.

In most instances, your home has a minimum of two doors that are remote from each other and provide egress to the outside - At least two exterior doors in manufactured homes and one exterior door in modular homes. Since the

doors may open differently (either by a hinge or a sliding track), every family member should be taught how to open them. Access to exterior doors should never be blocked.

**NOTE: Unless otherwise specified by the home manufacturer, all exterior doors require perimeter blocking.**

### Drapery Care

Fumes from fireplaces, smoking and cooking can shorten the life of fabrics. Moisture in all forms: condensation, rain or spills-damage fabrics and exposure to heat and sunlight will also damage fabrics. To help prolong the life of your draperies, follow these few simple procedures.

1. Rotate the position of your draperies when possible.
2. Treat stains promptly. Dab the spot with a water-dampened cloth, preferably on the back of the fabric.
3. Remove dust by shaking or vacuuming with the hose attachment.
4. You can tumble your draperies in the dryer on the air cycle with NO HEAT.

#### **NEVER PUT DRAPERIES IN A HEATED DRYER.**

5. Draperies should be dry-cleaned. Allow for 2-3% shrinkage on the first dry cleaning. If your draperies have been damaged by sun, age or moisture, they may not hold up to the agitation of dry-cleaning.
6. Sheers cannot be dry-cleaned. They may be hand washed or washed on the gentle cycle with Woolite or similar product. Sheers should not be placed in a heated dryer. They should be allowed to air dry on a clothes line.

### Floors

Floors, whether they are wood, linoleum or composition tile, will look better and last longer if they are cleaned regularly. Avoid excessive application of water on tile as it may cause lifting and curling. If provided, follow the care directions from the manufacturer of the floor covering. A number of good floor coatings and preservatives are available and may be purchased locally.

Vinyl floors require minimal care. Vinyl should be mopped regularly.

For longer wear, rugs and carpeting should be kept clean by frequent vacuuming. There are several commercial cleaning processes available. A thorough cleaning of carpeting is recommended at least every 12 to 18 months. Heavy use may necessitate more frequent cleaning.

Other flooring materials may require the use of special cleaning preparations that are available in most stores.

## **Furniture**

The life and beauty of any type of furniture can be prolonged with proper cleaning and care. Prompt removal of stains is best.

Fabric-covered furniture should be vacuumed frequently. Many fabrics can also be dry cleaned or shampooed according to directions provided with the fabric. In selecting a cleaning agent, be sure to follow the specifications on the label regarding its suitability for the fabric on which it is to be used. Loose cushion pieces, as well as mattresses, should be turned frequently. Turn and reverse so that the same side will not be in constant use and exposed to light and air, which may modify color.

Wood, leather, vinyl and other synthetic materials all require regular cleaning. This is best accomplished by using cleaning and polishing agents designed for the specific materials and available to the homeowner in almost every supermarket, hardware or home improvement store.

## **Plumbing Fixtures**

Maintenance materials or parts are usually available at most hardware, building supply, or home supply stores. If you plan on leaving your home unattended and/or unheated for an extended period of time, turn off the main water inlet valve. Wrap exposed water lines under your home with insulating material. In extremely cold climates, electric heat tape may be installed.

## **Fiberglass, Acrylic or Other Plastic Fixtures**

Clean the surfaces with warm water and a mild detergent. Abrasives will scratch, dull or discolor the surface. Do not use ammonia or any cleaner containing ammonia. Repair kits are available at local hardware or paint stores that can be used to fix minor scratches or chips. Local fiberglass repair services can usually fix major damage.

## **Porcelain Fixtures**

The porcelain enamel finish on steel sinks, tubs, range tops, appliances, or other surfaces may chip or become pitted or porous if not cared for properly. Below is a list to help you protect the appearance and life of porcelain surfaces in your home. The finishes on fixtures are not warranted.

1. Clean with warm water and mild detergent. Avoid harsh abrasive cleaners or metal pads.
2. If your porcelain surfaces become badly chipped, stained, or dirty, local hardware or plumbing dealers can recommend products that can restore the finish without damage.

## **Walls**

Walls in your home may consist of paneling, natural wood or paper-covered or painted gypsum board dry wall. Gypsum walls are easy to keep clean and maintain. They can be kept beautiful by wiping with a dry or damp cloth and a mild detergent solution on a sponge or clean cloth. Always avoid the use of abrasive materials.

**Do not use solvents such as gasoline, turpentine, alcohol, paint thinner or lacquer thinner.**

## **Refinishing The Interior**

Your home may be constructed using materials for the ceiling, wall surfaces, kitchen cabinets and counter tops, tub and shower enclosures, furnace and water heater enclosures, doors, and range-wall backsplash panels specially selected for their flame spread and fire-resistant characteristics as specified by the Federal Standards for manufactured homes and some applicable building codes for modular homes.

In order to maintain these characteristics, it is important that any refinishing or remodeling be done only after determining that it will not adversely affect the fire safety of your home.

## **Windows**

The installation of storm windows and doors will conserve energy, reduce air conditioning and heating bills and reduce the accumulation of excessive moisture on the windows that often occurs due to condensation in extremely cold climates. If storm windows were not supplied with your new home, they may be ordered through a home retailer or service center and are easily installed.

## **Exit Window**

All homes are required to have an emergency exit window in each bedroom, when the bedroom does not have an exterior door. This window, called an egress window, must have an instructional label on it when the home is delivered to the homeowner. We suggest that you leave these instructions attached. All members of the family should be taught how to operate the window and to test it occasionally to see that it is in working condition. Access to egress windows should never be blocked.

Your new home is built with materials and attention to detail that you would find in many site-built homes. Every home must pass a series of inspections.

All homes, no matter how carefully built, may occasionally experience minor performance disturbances that result from living in and using the home. This Troubleshooting Guide may help you distinguish between those disturbances that require professional service and those you can easily fix. This guide discusses several of your home's important systems and contains a section on the structure itself.

### **Electrical Troubleshooting**

Electrical problems generally fall into two categories: complete power failures and specific circuit failures.

- **Complete Power Failures**

A complete power failure to your home may result from a storm, a power company problem, or a mechanical problem, such as a faulty main breaker.

If you experience a sudden, complete power outage caused by a storm, the best thing you can do is wait for the power to be restored by the power company. Turning your circuit breakers ON and OFF will not help. If you notice power has been restored to other homes near your home, check your main breaker by switching it OFF and then back ON. If this does not restore power, you should contact the power company or an electrician.

Power failures caused by power company problems are similar to natural causes, and there is little you can do except wait for power to be restored. Occasionally, a damaged power pole or damage to power lines from trenching machines or similar equipment may cause a power outage to a street or block in your neighborhood while others are not affected. If power to your home and homes on either side of you is out, but homes across the street or on other nearby blocks seem unaffected, call the power company and explain the problem.

- **Specific Circuit Failures**

Problems with specific circuits in your home generally fall into these categories:

1. **Switchable Outlets**

Some of the outlets in your home may be wired to a wall switch. If a lamp or other electrical device plugged into an outlet doesn't work, check the room for wall switches. Try turning the switch ON. If the device works, that outlet is wired to the wall switch.

2. **Ground Fault Interrupter (GFI) Protected Outlets**

Subject to variations in building codes, your bathroom receptacles and receptacles located over kitchen countertops and any Manufacturer-installed outdoor outlets are wired to a GFI breaker or GFI receptacle. GFI receptacles are usually located in the room for which they provide protection, however, in some cases, a GFI receptacle in one bathroom may provide protection to receptacles in another bathroom. GFI breakers are located in the panel box. GFI protection is designed to protect you against the hazards of line-to-ground electric faults and electrical shocks that are possible when using electrical appliances near a water source. If a circuit or appliance develops a potential shock hazard, the GFI device is designed to disconnect the outlet and limit your exposure time to the shock hazard caused by current leakage to ground.

**Note: The exterior heat tape receptacle is also GFI protected.**

3. **MODULAR- Ground Fault Interrupter (GFI) Protected Outlets.**

Test the GFI at least once a month. To test the GFI:

- a) Push the "TEST" button. The "RESET" button should pop out, indicating the protected circuit is disconnected. To restore power, push the "RESET" button.
- b) If the "RESET" button does not pop out when the test button is pushed, a loss of ground fault protection is indicated. Have the circuit checked by a qualified electrician. Do not use the circuit until the problem has been corrected.

Test the AFCI and/or GFI breakers monthly. To test, make sure there is power to the load center, or panel board. Turn the breaker handle to the "ON" position. Press the test button causing the breaker to trip. The breaker is functioning properly when the circuit is interrupted and the handle moves to the trip position. To reset the breaker, turn the breaker handle to the "OFF" position and then back to the "ON" position.

Your Homeowner's Information Packet contains a card that can be used to record test dates. Keep the card in a conspicuous place, and keep it up to date.

4. **MODULAR - Arc-Fault Circuit Interrupter (AFCI)**

Receptacles in all family rooms, dining rooms, living rooms, parlors, dens, bedrooms, sunrooms, recreation rooms, closets, hallways, or similar areas are protected by a listed Arc-Fault Circuit Interrupter (AFCI) device of the combination type. Also, all 15 & 20 amp receptacles are tamper resistant (TR).

**5. Appliance or Fixture Problems**

These are generally caused by shorts or other defects in the appliance's wiring. Sparks or smoke at the outlet or in the appliance indicate a short or other wiring defect. The circuit breaker will probably trip. Turn the breaker to that circuit OFF immediately. Unplug the appliance from the outlet. Turn the breaker ON. If the breaker trips again, turn it OFF and have the circuit checked by a qualified electrician. If the breaker does not trip again, contact the appropriate appliance manufacturer for repairs to the appliance.

**6. Circuit Overloads**

This is probably the most common type of circuit failure. If the total current requirement of all the appliances and devices on a circuit is more than the circuit breaker is designed to carry, the breaker will trip, disconnecting the circuit and all outlets connected to it. If this happens, unplug appliances or devices until the circuit is no longer overloaded.

Occasionally, a circuit breaker may be faulty and trip even if the load on the circuit is less than the breaker capacity. In that case, the breaker should be checked and/or replaced by a qualified electrician.

**WARNING: Never "upsize" a breaker to eliminate tripping. Circuit breakers are sized for the specific load and wire size used for the circuit. A serious fire hazard can be created by "upsizing" circuit breakers.**

**Plumbing System Troubleshooting**

Plumbing system problems usually fall into two general categories - leaks and stoppages. If you experience either of these situations, you should seek service from a plumbing professional.

If a main water line is leaking or broken or if you have a major leak problem, turn off the main water supply to your home.

If a faucet or fixture is leaking, turn off the water supply to that fixture.

You can adjust the temperature of your hot water by setting the control on the water heater. Be sure to allow enough time for the water to reach the desired temperature.

**Anti-Scald Valves**

Scald valves have been installed on all tubs, tub/showers and showers in the home. The valves are preset by the valve manufacturer to about 105°F (41°C). After the water lines have been flushed, the outlet temperature at each tub, tub/shower and shower should be tested to ensure that it does not exceed 120°F (49°C). Water should run for at least one minute on the hottest setting before taking the temperature reading. If you desire

temperatures higher than 105°F (41°C), you may adjust the temperature using the instructions provided with the scald valve and test to ensure that the temperature does not exceed 120°F (49°C).

**In no case should the temperature exceed 120°F (49°C) as this may result in serious bodily harm and/or death.**

NOTE: If you adjust the temperature of your water heating, verify that the Anti-Scald Valve settings are still acceptable.

**Heating/Air Conditioning System Troubleshooting**

Read the owner's manual for your heating/air conditioning system before you begin operating it. Instructions for filter cleaning and replacement, as well as other operating instructions, are in the owner's manual.

If your heating/air conditioning system fails to operate, check the circuit breaker. If the circuit breaker is tripped and continues to trip after you reset it, contact an authorized service center.

Remember, it may take ten or more hours to cool your home if the outside temperature is over 85 degrees. Similarly, if your home has been unheated during cold weather, the furnace may operate for many hours before the whole house is warmed.

**Structural Troubleshooting**

If your home site was properly prepared and your home properly set up and leveled, you should experience very few structural problems.

Settling of your home site is the most likely single factor to affect the structure of your home. If you notice any problems, have your home re-leveled. Inspect your home site. All support stands and piers should be vertical and tight up against your home's frame members. They should be located as shown in the applicable Installation Manual or installation instructions.

**Living Tips**

Walls can be damaged by door knobs. Be sure door stops are installed to prevent the interior doors knobs from contacting wall surfaces.

**Proper care of carpeting includes frequent vacuuming to remove surface dirt and deeper cleaning every few years by a professional carpet cleaning service. For linoleum/ tile surfaces, regular mopping or waxing will help protect the finish. Use care when moving furniture or appliances across linoleum/tile surfaces. The surfaces can be cut or gouged.**

Should you have occasion to have your home moved, a licensed, reputable firm specializing in home-moving should be retained. A qualified firm should be equipped to protect your home and should abide by all state and local regulations.

The licensed moving company must properly prepare your manufactured home for shipment prior to moving. Please make sure that you follow all of the directions given to you by the licensed moving company.

The open portions of a multi-section home must be braced and enclosed with weather resistant materials to ensure the protection and safety of your home.

Failure to properly prepare your home for moving can result in damage to your home and/or injury to people.

**Your warranty will terminate if you move your home from the site of its original installation.**

As noted above, the Manufacturer strongly recommends that you follow the licensed moving company's instructions with regard to preparation of your home for shipment. In addition, we recommend that you also prepare a checklist. You should discuss the items on the checklist with the person in charge of your move, including site preparation and setup. Please keep in mind that there may be some things that the moving company will not handle and that you may wish to handle yourself.

The following is a list of helpful tips:

1. Remove ALL furniture and personal items from the home.

**WARNING: The home was not designed to transport personal items of any kind. The only items you should leave in the home during transport to a new home site are: range, refrigerator, washer and dryer, which must be properly secured.**

2. Secure the range, refrigerator, washer and dryer to the floor using screws and brackets. Additionally, secure the refrigerator door from opening, and attach the refrigerator to the wall with a padded strap to prevent overturning.
3. Secure all doors and drawers to prevent them from sliding or swing open during transit.
4. Have electrical power, water supply, gas supply and under home drain lines turned off and disconnected by properly trained personnel.
5. Cap water, gas and drain lines.
6. Lock all doors and close all windows.
7. Obtain insurance coverage for your home during the move. Your licensed moving company may provide such coverage, and it is usually available

on term or trip basis. You should inquire about coverage prior to the move.

8. Remove the tops of all toilet tanks and place them, on a blanket or other padding, in the bathtub or shower stall.

**Your home should be professionally inspected after it is set up to assure that it has not been damaged in transit and is properly set up.**

NOTE: Some modular homes are constructed to be set off frame, and this section would not apply.

**National Manufactured Housing Construction and Safety Standards Act**

The National Manufactured Housing Construction and Safety Standards Act of 1974 was enacted to improve the quality and durability of manufactured homes and to reduce the number of injuries and deaths caused by manufactured home accidents. The Federal manufactured home construction and safety standards issued under the Act govern how manufactured homes must be constructed. Your manufactured home was manufactured to the standards. The standards cover the planning and construction of your home. They were developed so that you would have a safe, durable home. The standards do not cover such aspects of the home as furniture, carpeting, certain appliances, cosmetic features of the home and additional rooms or sections of the manufactured home that you have added. The Act provides that if for some reason your manufactured home is found not to meet the standard or to contain safety hazards, the manufacturer of the home must notify you of that fact. In some cases where there is a safety hazard involved, the Act requires the manufacturer to correct the manufactured home at no cost to you or to replace the home or refund all or a percentage of the purchase price. If you believe you have a problem for which the Act provides a remedy, you should contact the Manufacturer, the manufactured home agency in your state (see the list starting on page 40 of this manual), or the Department of Housing and Urban Development. Our address is set forth in this Homeowner's Manual on page 7. We recommend that you contact us first because that is the quickest way to have your complaint considered.

The Department of Housing and Urban Development (HUD) is the federal agency that administers the National Manufactured Housing Construction and Safety Standards Act of 1974. Any questions concerning the Act or your rights under the Act should be directed to HUD. In order to contact HUD, you may refer to the listing for HUD under listings for the United States Government in your local telephone book, and, in calling or writing to HUD, you should address your inquiry or call to the "Consumer Complaint Officer" in your local HUD or FHA office. You may contact the Central HUD Office directly by writing or calling U.S. Department of Housing and Urban Development, 451 7th Street S.W., Washington, DC 20410; PH: (202) 708-1112.

**Modular Homes**

Modular homes are constructed in accordance with state and/or local building codes, and may be subject to local permitting requirements when your home is installed. The Manufacturer is not responsible for the failure to comply with local permitting and installation rules and regulations.

**Preventive Maintenance**

The electrical, heating and plumbing systems of your home were designed and installed in accordance with accepted engineering practices. However, normal use through time will cause some expected breakdowns on components just as would happen in any other building or home. To prevent major problems, watch for tell-tale danger signals, such as continuous damp areas under drain and water lines, oil and gas leaks in your fuel system, overloading of electric circuits resulting in a breaker continuously tripping off, or unusual flickering of lights.

Become acquainted with the Service and Care Manuals provided by the appliance manufacturers and follow their instructions.

If a breakdown does occur, consult someone specializing in the specific area of trouble.

Complete the information requested in the Directory of Service Firms (on the following pages) as soon as possible so that you will have a ready reference in case of emergency.

If your home is equipped with gas appliances, a shut-off valve is installed within 6 feet of the appliance in case you have any problems. The electric distribution panel has a main shut-off switch to be used if it is ever necessary to cut off electricity throughout the house. The main shut-off valve for the water system should be shut off if any break occurs in the water system.

**Directory of Service Firms**

**First Aid for your home**

Names, locations and phone numbers that will help you if warranty or local maintenance service is necessary.

Should service be needed for your home or any of the appliances, it will save you time and effort if information regarding the service representatives is readily available. The retailer who sold your home to you will have this and can provide it. It may also be located in the operational instructions that usually accompany the various appliances. For problems that you feel we are responsible, contact us at the address printed in the Limited Warranty section.

DIRECTORY OF SERVICE FIRMS

<p><b>YOUR HOME RETAILER</b></p> <p>Name _____</p> <p>Street _____</p> <p>City _____ State _____ Zip _____</p> <p>Serial Number of Your Home _____</p> <p>Year Purchased _____</p> <p>Serial Number of Keys _____</p> <p>Home Warranty Expiration Date _____</p> <p><b>RANGE SERVICE</b></p> <p>Model Number _____</p> <p>Make _____</p> <p>Representative _____</p> <p>Phone _____</p> <p>Warranty Expiration Date _____</p> <p><b>DISHWASHER SERVICE</b></p> <p>Model Number _____</p> <p>Make _____</p> <p>Representative _____</p> <p>Phone _____</p> <p>Warranty Expiration Date _____</p> <p><b>FURNACE SERVICE</b></p> <p>Model Number _____</p> <p>Make _____</p> <p>Representative _____</p> <p>Phone _____</p> <p>Warranty Expiration Date _____</p> <p><b>WATER HEATER SERVICE</b></p> <p>Model Number _____</p> <p>Make _____</p> <p>Representative _____</p> <p>Phone _____</p> <p>Warranty Expiration Date _____</p>	<p><b>WASHER SERVICE</b></p> <p>Model Number _____</p> <p>Make _____</p> <p>Representative _____</p> <p>Phone _____</p> <p>Warranty Expiration Date _____</p> <p><b>DRYER SERVICE</b></p> <p>Model Number _____</p> <p>Make _____</p> <p>Representative _____</p> <p>Phone _____</p> <p>Warranty Expiration Date _____</p> <p><b>GARBAGE DISPOSAL SERVICE</b></p> <p>Model Number _____</p> <p>Make _____</p> <p>Representative _____</p> <p>Phone _____</p> <p>Warranty Expiration Date _____</p> <p><b>AIR CONDITIONER SERVICE</b></p> <p>Model Number _____</p> <p>Make _____</p> <p>Representative _____</p> <p>Phone _____</p> <p>Warranty Expiration Date _____</p> <p><b>EMERGENCY NUMBERS</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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You are responsible for taking proper care of your home. If you follow the instructions in this manual and the instructions in the Owner's/Operator's Manuals for your appliances and other systems, your home should be comfortable and efficient for many years.

Use this maintenance chart to remind you of important items that need regular attention. More detailed instructions for your appliances may be included in the Operator's Manuals for those appliances. Items marked with an asterisk (\*) should be maintained as outlined in the Operator's Manual or tags/labels supplied with or attached to the item.

## **Once Each Year**

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Clean debris off the roof

Clean debris out of gutters

Have furnace and AC (HVAC) checkup

Inspect caulking at windows, doors, vents and roof openings; recaulk as necessary

Check to see if home has remained level and all piers/footers are intact. Contact a professional if necessary (DO NOT ATTEMPT TO PERSONALLY RELEVEL HOME)

Check crossover connections, consult professional for repairs

Check belly board to confirm no tears or opening; repair as necessary

Inspect under home to assure no moisture present

Inspect ridge vent to assure it is peaked in the center; flat or dripping ridge vents must be repaired

## **Twice Each Year**

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Inspect roof for missing/damaged shingles

Check dryer vent exhaust line inside/outside for obstructions; clean as necessary

Check AC drain line to make sure free of debris and draining properly

Check/repair/tighten exterior door locks

Change and test smoke/CO2 detector batteries

Clean aerator of each faucet to remove build up

Check fire extinguisher for change/expiration date

Evaporative cooler\*

## **Every Month**

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Clean range hood filter

Clean/replace furnace/air conditioner filters

Check AC A-coils to ensure not covered with corrosion or dust

Ground Fault Interrupter (GFI)

Here is a seasonal checklist you can use to help you keep your home in good condition.

## **Spring**

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Check anchoring system

Inspect roof

Wash & wax exterior (metal siding only)

Check fuel tank monthly for dirt and water

Check kitchen & bath exhaust fans

Clean interior walls

## **Summer**

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Check air conditioning system

Clean or replace air filters

Inspect roof

Check exterior caulking and sealants

Check kitchen & bath exhaust fans

## **Fall**

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Clean furnace

Top off heating fuel supply

Check anchor ties

Wrap exposed oil lines

Check fuel oil system

Check heat tapes on water lines, if installed

## **Winter**

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Lubricate window mechanisms



## HUD DISPUTE RESOLUTION PROCESS FOR MANUFACTURED HOMES

Many states have a consumer assistance or dispute resolution program that homeowners may use to resolve problems with manufacturers, retailers, or installers concerning defects in their manufactured homes that render part of the home unfit for its intended use. Such state programs may include a process to resolve a dispute among a manufacturer, a retailer, and an installer about who will correct the defect. In states where there is not a dispute resolution program that meets the federal requirements, the HUD Manufactured Home Dispute Resolution Program will operate. These are "HUD administered states." The HUD Manufactured Home Dispute Resolution Program is not for cosmetic or minor problems in the home. You may contact the HUD Manufactured Housing Program Office at (202) 708-6423 or (800) 927-2891, or visit the HUD website at [www.hud.gov](http://www.hud.gov) to determine whether your state has a state program or whether you should use the HUD Manufactured Home Dispute Resolution Program. Contact information for state programs is also available on the HUD website. If your state has a state program, please contact the state for information about the program, how it operates, and what steps to take to request dispute resolution. When there is no state dispute resolution program, a homeowner may use the HUD Manufactured Home Dispute Resolution Program to resolve disputes among the manufacturer, retailer, and installer about responsibility for the correction or repair of defects in the manufactured home that were reported during the 1-year period starting on the date of delivery. Even after the 1-year period, manufacturers have continuing responsibility to review certain problems that affect the intended use of the manufactured home or its parts, but for which correction may no longer be required under federal law.

### **HUD Manufactured Home Dispute Resolution Program**

The steps and information outlined below apply only to the HUD Manufactured Home Dispute Resolution Program that operates in HUD-administered states, as described under the heading "Dispute Resolution Information" in this manual. Under the HUD Manufactured Home Dispute Resolution Program, homeowners must report defects to the manufacturer, retailer, installer, a State Administrative Agency, or HUD within 1 year after the date of the first installation. Homeowners are encouraged to report defects in writing, including, but not limited to, email, written letter, certified mail, or fax, but they may also make a report by telephone. To demonstrate that the report was made within 1 year after the date of installation, homeowners should

report defects in a manner that will create a dated record of the report: for example, by certified mail, by fax, or by email. When making a report by telephone, homeowners are encouraged to make a note of the phone call, including names of conversants, date, and time. No particular format is required to submit a report of an alleged defect, but any such report should at a minimum include a description of the alleged defect, the name of the homeowner, and the address of the home.

Homeowners are encouraged to send reports of an alleged defect first to the manufacturer, retailer, or installer of the manufactured home, or a State Administrative Agency. Reports of alleged defects may also be sent to HUD at:

### **HUD, Office of Regulatory Affairs and Manufactured Housing**

**Attn: Dispute Resolution**

**451 Seventh Street, SW.**

**Washington, DC 20410-8000**

**Fax to (202) 708-4213**

**Email to [mhs@hud.gov](mailto:mhs@hud.gov)**

**or report telephonically at (202) 708-6423 or (800) 927-2891**

If, after taking the steps outlined above, the homeowner does not receive a satisfactory response from the manufacturer, retailer, or installer, the homeowner may file a dispute resolution request with the dispute resolution provider in writing, or by making a request by phone. No particular format is required to make a request for dispute resolution, but the request should generally include the following information:

- (1) The name, address, and contact information of the homeowner;
- (2) The name and contact information of the manufacturer, retailer, and installer of the manufactured home;
- (3) The date or dates the report of the alleged defect was made;
- (4) Identification of the entities or persons to whom each report of the alleged defect was made and the method that was used to make the report;
- (5) The date of installation of the manufactured home affected by the alleged defect; and
- (6) A description of the alleged defect.

Information about the dispute resolution provider and how to make a request for dispute resolution is available at <http://www.hud.gov> or by contacting the Office of

Manufactured Housing Programs at (202) 708-6423 or (800) 927-2891.

A screening agent will review the request and, as appropriate, forward the request to the manufacturer, retailer, installer, and mediator. The mediator will mediate the dispute and attempt to facilitate a settlement. The parties to a settlement include, as applicable, the manufacturer, retailer, and installer. If the parties are unable to reach a settlement that results in correction or repair of the alleged defect, any party or the homeowner may request nonbinding arbitration. Should any party refuse to participate, the arbitration shall proceed without that party's input. Once the arbitrator makes a non-binding recommendation, the arbitrator will forward it to the parties and HUD. HUD will have the option of adopting, modifying, or rejecting the recommendation when issuing an order requiring the responsible party or parties to make any corrections or repairs in the home. At any time before HUD issues a final order, the parties may submit an offer of settlement to HUD that may, at HUD's discretion, be incorporated into the order.

In circumstances where the parties agree that one or more of them, and not the homeowner, is responsible for the alleged defect, the parties will have the opportunity to resolve the dispute outside of the HUD Mediation and Arbitration process by using the Alternative Process. Homeowners will maintain the right to be informed in writing of the outcome when the Alternative Process is used, within 5 days of the outcome. At any time after 30 days of the Alternative Process notification, any participant or the homeowner may invoke the HUD Manufactured Home Dispute Resolution Program and proceed to mediation.

The HUD Manufactured Home Dispute Resolution Program is not a warranty program and does not replace the manufacturer's or any other warranty program.

If the Manufacturer is unable to resolve any issue concerning your manufacture home or modular home (where applicable), then please contact your State's Administrative Agency at the following addresses and telephone numbers:

(If your state is not listed, use HUD address listed on page 44)

**ALABAMA:**

Elwyn Thomas, Administrator  
Alabama Manufactured Housing Commission  
350 South Decatur Street  
Montgomery, AL 36104-4306  
PH: 334-242-4036, ext. 25  
FAX: 334-240-3178  
Email: [elwyn.thomas@amhc.alabama.gov](mailto:elwyn.thomas@amhc.alabama.gov)  
**Designee:** Tommy Colley  
Program Manager  
PH: 334-242-4036, ext. 22  
Email: [tommy.colley@amhc.alabama.gov](mailto:tommy.colley@amhc.alabama.gov)

**ARIZONA:**

Tara Brunetti, Assistant Deputy Director  
Arizona Department of Housing  
Office of Manufactured Housing  
1110 West Washington, Suite 280  
Phoenix, AZ 85007  
PH: 602-771-1035  
FAX: 602-771-1002  
Email: [tara.brunetti@azhousing.gov](mailto:tara.brunetti@azhousing.gov)

**ARKANSAS:**

Aaron Howard, ASQ COA  
Inspector Supervisor  
Arkansas Manufactured Home Commission  
101 E. Capitol Avenue, Suite 210  
Little Rock, AR 72201  
PH: 501-324-9032  
FAX: 501-683-3638  
Email: [aaron.howard@arkansas.gov](mailto:aaron.howard@arkansas.gov)

**CALIFORNIA:**

John J. Westfall  
District Representative II  
Department of Housing and Community Development  
Manufactured and Factory-built Housing Programs  
2020 W. El Camino Avenue, Suite 200  
Sacramento, CA 95833  
Mailing Address:  
P. O. Box 31  
Sacramento, CA 95812-0031  
PH: 916-445-3338  
FAX: 916-263-4713  
Email: [john.westfall@hcd.ca.gov](mailto:john.westfall@hcd.ca.gov)  
**Designee:** Mitchel Baker, District Representative II  
Email: [mitchel.baker@hcd.ca.gov](mailto:mitchel.baker@hcd.ca.gov)

**COLORADO:**

Rick Hanger, Manager  
Housing Technology and Standards Section  
Department of Local Affairs, Division of Housing  
1313 Sherman Street, #321  
Denver, CO 80203-2244  
PH: 303-864-7833  
FAX: 303-864-7857  
Email: [rick.hanger@state.co.us](mailto:rick.hanger@state.co.us)  
**Complaints:** Beverly Bayley  
PH: 303-864-7836  
Email: [beverly.bayley@state.co.us](mailto:beverly.bayley@state.co.us)

**FLORIDA:**

James McGowan  
Field Services Manager  
State of Florida  
Department of Highway Safety and Motor Vehicles  
Division of Motorist Services  
Manufactured Housing Section  
5701 East Hillsborough Avenue, Suite 2228  
Tampa, FL 33610  
PH: 813-612-7150  
FAX: 813-612-7131  
Email: [jamesmcgowan@flhsmv.gov](mailto:jamesmcgowan@flhsmv.gov)

**Complaints:** Vickie Ladd

PH: 813-612-7116  
Email: [VickieLadd@flhsmv.gov](mailto:VickieLadd@flhsmv.gov)

**GEORGIA:**

Chris Stephens, Assistant State Fire Marshal  
Manufactured Housing Division  
State Fire Marshal's Office  
#2 Martin Luther King Jr. Drive, #620 West Tower  
Atlanta, GA 30334  
PH: 404-656-3687  
FAX: 404-657-6971  
Email: [manhousing@sfm.ga.gov](mailto:manhousing@sfm.ga.gov)  
[cstephens@sfm.ga.gov](mailto:cstephens@sfm.ga.gov)

**IDAHO:**

Mike Davis, Inspector/Advisor  
Idaho SAA/IPIA Coordinator  
Division of Building Safety  
1090 E. Watertower Street, Suite 150  
Meridian, ID 83642  
PH: 208-332-8986  
FAX: 208-855-2164  
Email: [mike.davis@dbs.idaho.gov](mailto:mike.davis@dbs.idaho.gov)

## STATE ADMINISTRATIVE AGENCIES

### ILLINOIS:

Justin DeWitt, P.E., LEED AP  
Chief of General Engineering  
Division of Environmental Health  
Illinois Department of Public Health  
525 West Jefferson Street  
Springfield, IL 62761  
PH: 217-782-5830  
FAX: 217-785-5897  
Email: justin.dewitt@illinois.gov

**Designee:** John D. Reilly, Jr., P.E., SAA Administrator  
PH: 217-785-3043  
FAX: 217-785-0253  
Email: john.d.reilly@illinois.gov

### IOWA:

Rich Bolten, Manufactured Housing Coordinator  
State Fire Marshal Division  
215 E. 7th Street  
Des Moines, IA 50319-0047  
PH: 515-725-6157  
FAX: 515-725-6140  
Email: bolten@dps.state.ia.us

### KENTUCKY:

Duane S. Curry  
Director, Building Codes Enforcement  
Department of Housing, Building, and Construction  
Manufactured Housing Division  
101 Sea Hero Road, Suite 100  
Frankfort, KY 40601  
PH: 502-573-0373  
FAX: 502-573-1059  
Email: duane.curry@ky.gov

### LOUISIANA:

H. Butch Browning, SAA Director/Administrator  
State Fire Marshals Office  
Manufactured Housing Division  
8181 Independence Blvd.  
Baton Rouge, LA 70809  
PH: 225-925-4911 or 1-800-256-5452  
FAX: 225-925-3813  
Email: butch.browning@dps.la.gov

### MAINE:

Robert LeClair, Executive Director  
Maine Manufactured Housing  
Department of Professional and Financial Regulations  
35 State House Station  
Augusta, ME 04333-0035  
PH: 207-624-8612

FAX: 207-624-8637  
Email: robert.v.leclair@maine.gov

### MARYLAND:

Norman C. Wang, RA  
Director, Maryland Code Administration  
Department of Housing and Community Development  
7800 Harkins Road  
Room 103  
Lanham, MD 20706  
PH: 301-429-7666  
Email: norman.wang1@maryland.gov

**Designee:** Charles Cook  
PH: 301-429-7217  
Email: charles.cook@maryland.gov

### MICHIGAN:

Keith Lambert, Acting Bureau Director  
Bureau of Construction Codes  
611 W. Ottawa  
Lansing, MI 48933  
Mailing Address:  
P. O. Box 30254  
Lansing, MI 48909  
Phone: 517-241-9375  
Fax: 517-241-9570  
Email: lambertk@michigan.gov

**Alternate:** Barbara Kunkel, Deputy Director  
Phone: 517-243-8749  
Fax: 517-241-9570  
Email: kunkelb1@michigan.gov

### MINNESOTA:

Scott McLellan, Director  
Minnesota Department of Labor and Industry  
Construction Codes and Licensing Division  
443 Lafayette Road North  
St. Paul, MN 55155-4341  
PH: 651-284-5869  
FAX: 651-284-5749  
Email: scott.mclellan@state.mn.us

**Designee:** Randy Vogt  
PH: 651-284-5875  
Email: randy.vogt@state.mn.us

### MISSISSIPPI:

Ricky Davis, Fire Marshal, State Chief Deputy  
Manufactured Housing Division  
State Fire Marshal's Office  
Woolfolk State Office Building  
660 North Street, Suite 100B

Jackson, MS 39202  
 Mailing Address:  
 P. O. Box 79  
 Jackson, MS 39205  
 PH: 601-359-1061  
 FAX: 601-359-1076  
 Email: firemarshal@mid.ms.gov

**Designee:** Timothy Fagerburg  
 PH: 601-359-1071  
 Email: timothy.fagerburg@mid.ms.gov

**MISSOURI:**

Justin Smith, Program Manager  
 Missouri Public Service Commission  
 Manufactured Housing and Modular Units Program  
 200 Madison Street, Suite 500  
 P. O. Box 360  
 Jefferson City, MO 65102-3254  
 PH: 800-819-3180  
 FAX: 573-522-2509  
 Email: justin.smith@psc.mo.gov

**Designee:** David Freeman  
 Manufactured Housing Program Manager  
 Email: david.freeman@psc.mo.gov

**NEBRASKA:**

Mark Lutich, Director  
 Housing and Recreational Vehicle Department  
 Nebraska Public Service Commission  
 1200 "N" Street, 300 The Atrium  
 Lincoln, NE 68508

**Mailing Address:**  
 P. O. Box 94927  
 Lincoln, NE 68509-4927  
 PH: 402-471-0518  
 FAX: 402-471-7709  
 Email: mark.lutich@nebraska.gov

**NEVADA:**

Stephen G. Aichroth, Administrator  
 Department of Business and Industry  
 Manufactured Housing Division  
 1830 East College Parkway, Suite 120  
 Carson City, NV 89706  
 PH: 775-684-2950  
 FAX: 775-684-2949  
 Email: steve.aichroth@mhd.state.nv.us

**NEW JERSEY:**

Michael Baier, Chief  
 Bureau of Code Services

Division of Codes and Standards  
 Department of Community Affairs  
 101 South Broad Street  
 P. O. Box 816  
 Trenton, NJ 08625-0816  
 PH: 609-984-7974  
 FAX: 609-984-7084  
 Email: michael.baier@dca.nj.gov

**NEW MEXICO:**

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The appliances in your home were supplied with the appliance manufacturer's operating and installation instructions manuals. The brand name and model numbers for your appliances are indicated on your home's DATA PLATE. Please reference page 20 of your Homeowner's manual for more information about the DATA PLATE and its location in your home.

In the event any of the appliance manuals become lost, your Homeowner's manual includes a USB drive that contains a duplicate copy of the installation and operating manuals for the appliances in your home. Before using the USB drive you will need to know the appliance brand and model number. If you have any trouble using this USB drive, there are several other means for you to obtain a duplicate copy of any appliance manuals as follows:

1. Go to the appliance manufacturer's web site and download the appropriate manual for your specific appliance.
  - Kitchen appliances, washer, dryer: [www.electroluxappliances.com/Owner-Support/Contact-Us/](http://www.electroluxappliances.com/Owner-Support/Contact-Us/)
  - Kitchen appliances, washer, dryer: [www.frigidaire.com/Owner-Center/Contact-us/](http://www.frigidaire.com/Owner-Center/Contact-us/)
  - Kitchen appliances, washer, dryer: [www.Whirlpool.com](http://www.Whirlpool.com)
  - Water Heater: [www.Rheem.com](http://www.Rheem.com)
  - Furnace: [www.Carrier.com](http://www.Carrier.com)
  - Furnace: [www.Nordyne.com](http://www.Nordyne.com)
  - Furnace: [www.Stylecrest.com](http://www.Stylecrest.com)
  - Fireplace: [www.Fireplacemfr.com](http://www.Fireplacemfr.com)
  - Fireplace: [www.heatilator.com](http://www.heatilator.com)

-- OR --
2. Contact the appliance manufacturer by phone and request a duplicate appliance manual for your specific appliance brand and model number.
  - Kitchen appliances, washer, dryer: Electrolux 1-877-435-3287
  - Kitchen appliances, washer, dryer: Frigidaire 1-800-374-4432
  - Kitchen appliances, washer, dryer: Whirlpool 1-800-253-1301
  - Water heater: Rheem 1-800-432-8373
  - Furnace: Carrier 1-866-234-1018
  - Furnace: Nordyne 1-800-422-4328
  - Furnace: Style Crest 1-419-332-7369
  - Fireplace FMI: 1-866-328-4537
  - Fireplace Nordyne: 1-800-422-4328
  - Fireplace Heatilator: 1-800-883-6690

-- OR --
3. Your Homeowner manual may include a duplicate hard copy set of installation and operating instructions for certain appliances.

**ACKNOWLEDGMENT AND ACCEPTANCE OF HOMEOWNER'S MANUAL,  
INCLUDING ONE YEAR LIMITED WARRANTY AND BINDING DISPUTE  
RESOLUTION AGREEMENT**

Federal law requires the manufacturer of manufactured homes to provide homeowners with a consumer Homeowner's Manual (the "Manual") in connection with the purchase and delivery of the manufactured home. The Manual is required to be placed in the home prior to its shipment from the manufacturer. Even in instances where Federal law may not apply (i.e., modular homes), the manufacturer has nevertheless provided a consumer Homeowner's Manual with your home. Whether a manufactured or modular home, your Manual is located in your kitchen drawer.

Your Manual includes important information about the use and care of your home. Your Manual also sets forth a One Year Limited Warranty and Binding Dispute Resolution Agreement that requires you and others to submit to binding arbitration in the event a dispute arises regarding your home. By signing below, you acknowledge and agree that you have either taken delivery of the Manual from your home or have been provided a duplicate Manual by your retail dealer. By signing below, you also are confirming your agreement to be bound by all terms and conditions set forth in the One Year Limited Warranty and Binding Dispute Resolution Agreement, including the provision requiring binding arbitration of all disputes. Because the Manual affects your legal rights, we encourage you to seek competent legal advice prior to signing below.

Serial Number of Home: \_\_\_\_\_

Purchaser Name: \_\_\_\_\_

Date: \_\_\_\_\_

Purchaser Signature: \_\_\_\_\_

Purchaser Name: \_\_\_\_\_

Date: \_\_\_\_\_

Purchaser Signature: \_\_\_\_\_

**PLEASE RETURN THIS SIGNED FORM TO THE APPROPRIATE HOME  
BUILDING FACILITY.**