



Initial Application Date: _____

Application # _____

CU# _____

COUNTY OF HARNETT RESIDENTIAL LAND USE APPLICATION

Central Permitting 108 E. Front Street, Lillington, NC 27546 Phone: (910) 893-7525 ext:2 Fax: (910) 893-2793 www.harnett.org/permits

A RECORDED SURVEY MAP, RECORDED DEED (OR OFFER TO PURCHASE) & SITE PLAN ARE REQUIRED WHEN SUBMITTING A LAND USE APPLICATION

LANDOWNER: Ethan Ray Mailing Address: 11860 NC Hwy 210 S
City: Spring Lake State: NC Zip: 28390 Contact No: 910-728-1612 Email: _____

APPLICANT*: Clayton Homes of Sanford Mailing Address: 1921 Keller Andrews Rd
City: Sanford State: NC Zip: 27330 Contact No: 919-774-1125 Email: HC1034@claytonhome.com

*Please fill out applicant information if different than landowner

ADDRESS: 11856 NC Hwy 201 S PIN: _____

Zoning: _____ Flood: _____ Watershed: _____ Deed Book / Page: _____

Setbacks - Front: 240 Back: 350 Side: _____ Corner: _____

PROPOSED USE:

- Monolithic Slab: _____
SFD: (Size ___ x ___) # Bedrooms: ___ # Baths: ___ Basement(w/wo bath): ___ Garage: ___ Deck: ___ Crawl Space: ___ Slab: ___
Mod: (Size ___ x ___) # Bedrooms ___ # Baths ___ Basement (w/wo bath) ___ Garage: ___ Site Built Deck: ___ On Frame ___ Off Frame ___
Manufactured Home: ___ SW ___ DW ___ TW (Size 32 x 76) # Bedrooms: 3 Garage: ___ (site built? ___) Deck: ___ (site built? ___)
Duplex: (Size ___ x ___) No. Buildings: ___ No. Bedrooms Per Unit: 2 Bath
Home Occupation: # Rooms: ___ Use: ___ Hours of Operation: ___ #Employees: ___
Addition/Accessory/Other: (Size ___ x ___) Use: ___ Closets in addition? (___) yes (___) no

Water Supply: X County ___ Existing Well ___ New Well (# of dwellings using well ___) *Must have operable water before final (Need to Complete New Well Application at the same time as New Tank)

Sewage Supply: ___ New Septic Tank ___ Expansion ___ Relocation ___ Existing Septic Tank X County Sewer (Complete Environmental Health Checklist on other side of application if Septic)

Does owner of this tract of land, own land that contains a manufactured home within five hundred feet (500') of tract listed above? (___) yes (___) no

Does the property contain any easements whether underground or overhead (___) yes (X) no

Structures (existing or proposed): Single family dwellings: ___ Manufactured Homes: X Other (specify): _____

If permits are granted I agree to conform to all ordinances and laws of the State of North Carolina regulating such work and the specifications of plans submitted. I hereby state that foregoing statements are accurate and correct to the best of my knowledge. Permit subject to revocation if false information is provided.

Signature of Owner or Owner's Agent

Date 4/17/19

It is the owner/applicants responsibility to provide the county with any applicable information about the subject property, including but not limited to: boundary information, house location, underground or overhead easements, etc. The county or its employees are not responsible for any incorrect or missing information that is contained within these applications.
*This application expires 6 months from the initial date if permits have not been issued**

APPLICATION CONTINUES ON BACK

strong roots • new growth

****This application expires 6 months from the initial date if permits have not been issued****

This application to be filled out when applying for a septic system inspection.

County Health Department Application for Improvement Permit and/or Authorization to Construct

IF THE INFORMATION IN THIS APPLICATION IS FALSIFIED, CHANGED, OR THE SITE IS ALTERED, THEN THE IMPROVEMENT PERMIT OR AUTHORIZATION TO CONSTRUCT SHALL BECOME INVALID. The permit is valid for either 60 months or without expiration depending upon documentation submitted. (Complete site plan = 60 months; Complete plat = without expiration)

Environmental Health New Septic System

- **All property irons must be made visible.** Place "pink property flags" on each corner iron of lot. All property lines must be clearly flagged approximately every 50 feet between corners.
- Place "orange house corner flags" at each corner of the proposed structure. Also flag driveways, garages, decks, out buildings, swimming pools, etc. Place flags per site plan developed at/for Central Permitting.
- Place orange Environmental Health card in location that is easily viewed from road to assist in locating property.
- If property is thickly wooded, Environmental Health requires that you clean out the **undergrowth** to allow the soil evaluation to be performed. Inspectors should be able to walk freely around site. **Do not grade property.**
- **All lots to be addressed within 10 business days after confirmation. \$25.00 return trip fee may be incurred for failure to uncover outlet lid, mark house corners and property lines, etc. once lot confirmed ready.**

Environmental Health Existing Tank Inspections

- Follow above instructions for placing flags and card on property.
- Prepare for inspection by removing soil over **outlet end** of tank as diagram indicates, and lift lid straight up (if possible) and then **put lid back in place.** (Unless inspection is for a septic tank in a mobile home park)
- **DO NOT LEAVE LIDS OFF OF SEPTIC TANK**

"MORE INFORMATION MAY BE REQUIRED TO COMPLETE ANY INSPECTION"

SEPTIC

If applying for authorization to construct please indicate desired system type(s): can be ranked in order of preference, must choose one.

- Accepted Innovative Conventional Any
 Alternative Other _____

The applicant shall notify the local health department upon submittal of this application if any of the following apply to the property in question. If the answer is "yes", applicant **MUST ATTACH SUPPORTING DOCUMENTATION**:

- YES NO Does the site contain any Jurisdictional Wetlands?
- YES NO Do you plan to have an irrigation system now or in the future?
- YES NO Does or will the building contain any drains? Please explain. _____
- YES NO Are there any existing wells, springs, waterlines or Wastewater Systems on this property?
- YES NO Is any wastewater going to be generated on the site other than domestic sewage?
- YES NO Is the site subject to approval by any other Public Agency?
- YES NO Are there any Easements or Right of Ways on this property?
- YES NO Does the site contain any existing water, cable, phone or underground electric lines?

If yes please call No Cuts at 800-632-4949 to locate the lines. This is a free service.

I Have Read This Application And Certify That The Information Provided Herein Is True, Complete And Correct. Authorized County And State Officials Are Granted Right Of Entry To Conduct Necessary Inspections To Determine Compliance With Applicable Laws And Rules. I Understand That I Am Solely Responsible For The Proper Identification And Labeling Of All Property Lines And Corners And Making The Site Accessible So That A Complete Site Evaluation Can Be Performed.

ADDENDUM TO THE SALES AGREEMENT

SITE PLAN APPROVAL

DISTRICT R-20m USE Detached

#BEDROOMS 3

Date 4/17/19 Zoning Administrator [Signature]

Plot Map ↑

50'

350' ←

76'

240' →

210' - - -

82' Water
Main
Spot

210'

County water + sewer

Harnett GIS

NOT FOR LEGAL USE



GIS/E-911 Addressing

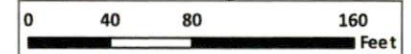
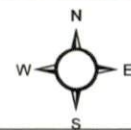
April 17, 2019

- Recycle Center
- Landfills
- Surrounding County Boundaries
- Federal Property

- City Limits
- Address Numbers
- Airport
- MajorRoads**
- Interstate

- NC
- US
- Roads
- Mile_Markers
- Railroad

- Parcels



1 inch = 94 feet

Date: 4/17/19

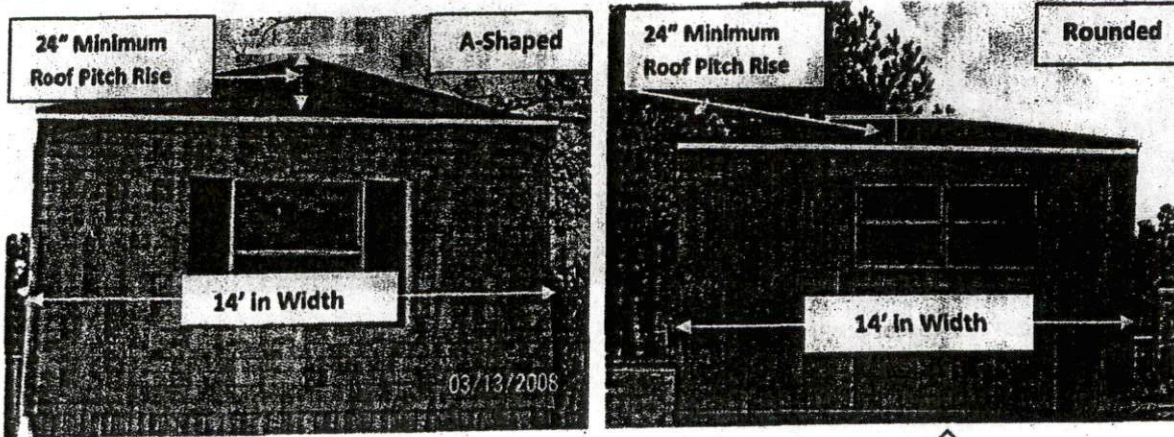
Application# _____

PROCEDURES AND GUIDELINES FOR MANUFACTURED HOME INSPECTIONS

RA-20R & RA- 20M Certification Criteria

I, Clayton Hene understand that because I'm located in a RA-20R or RA-20M Zoning District and wish to place a manufactured home in this district I must meet the following criteria, verified by zoning inspection approval, before I will be issued a certificate of occupancy for this home.

1. The home must have a pitched roof, for a manufactured home, whether A-shaped or rounded, which has a minimum rise (measured at the center of the home) of twelve (12) inches for every seven (7) feet of total width of the home. (Example: A home measuring fourteen (14 ft.) in width must have a twenty four (24) inch rise as measured from the center of the roofline to the baseline of the roof.) (See illustrations Below.)

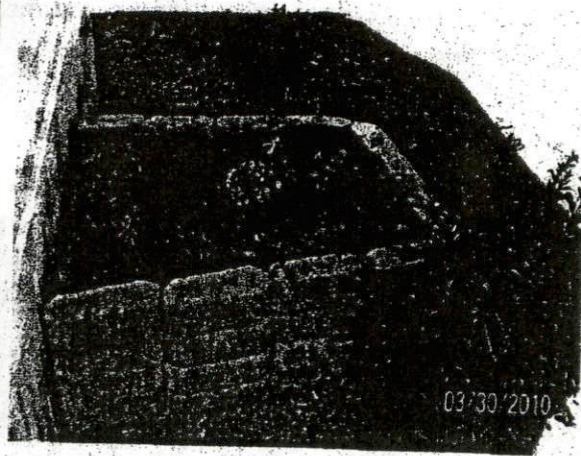
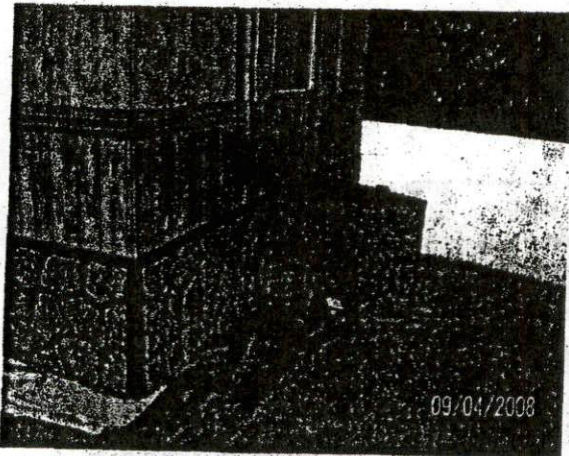


Note: Most Rounded Roofs Will Not Meet The Roof Pitch Requirement As Illustrated. The Measurement From The Peak Of The Roof To The Base Line Of The Roof Must Be 12" For Every 7' Of Total Width Of The Home. (Ex: 14' Wide Home = 24" Roof Rise)

Continued.....

2. The home must be underpinned, consisting of a brick curtain wall or have galvanized metal sheeting, ABS or PBC plastic color skirting with interlocking edges, installed around the perimeter of the home. Skirting shall be consistent in appearance, in good condition, continuous, permanent, and unpierced except for ventilation and access.

3. The homes moving apparatus must be removed, underpinned, or landscaped. (See examples below.)



4. The home must have been constructed after July 1st 1976.

Ruby Jones

Signature of Property Owner / Agent

4/17/19

Date

- By signing this form the owner / agent is stating that they have read and understand the information on this form.

HARNETT COUNTY TAX ID#

01-0524-0073

11-15-13 BY (87)

FOR REGISTRATION
Kimberly S. Hargrove
REGISTER OF DEEDS
Harnett County, NC
2013 NOV 15 01:52:45 PM
BK:3172 PG:787-789
FEE:\$26.85
INSTRUMENT # 2013018587

MAWOOD



2013018587

**NORTH CAROLINA DEED
WITH LIFE ESTATE RESERVED**

Parcel Identifier No. 01 0524 0073

Excise Tax: None

Mail after recording to L. Holt Felmet, P. O. Box 1689,
Lillington, NC 27546

This instrument was prepared by L. Holt Felmet WITHOUT TITLE CERTIFICATION

Brief Description for the
index

one half interest in 6.01 acres,
Anderson Creek Township

THIS DEED made this November 15, 2013, by and between

GRANTOR

ILA L. WEST, single
11856 NC 210 South
Spring Lake, North Carolina 28390

GRANTEE

ETHAN LAWRENCE RAY, unmarried
11858 NC 210 South
Spring Lake, North Carolina 28390

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee and his heirs and assigns, but subject to life estate reserved as herein below set forth in favor of the Grantor, the one half interest which was inherited by Grantor from William Edward West in those lands and premises in the City of N/A, Anderson Creek Township, Harnett County, North Carolina and more particularly described as follows:

BEGINNING at a point near the eastern right-of-way line of N.C. Highway #210, which beginning point is North 83° 2' East 66.23 feet from an iron pipe in a ditch, a new corner with Malcolm C. Darroch and wife, and runs thence South 83° 2' West 66.23 feet to said pipe in a ditch; thence continuing a new dividing line with Malcolm C. Darroch and wife, South 83° 2' West 581.68 feet to an iron pipe, a new corner with Malcolm C. Darroch and wife, thence another new line North 13° 6' 40" East 542.65 feet to an iron pipe in the line of the J. F. West Estate lands; thence South 77° 5' 49" East 684.47 feet to a point in N. C. Highway #210, the original northeast corner of the tract from which this parcel is cut; thence as the original property line South 26° 21' West 331.52 feet to the point of **BEGINNING**, and containing 6.324 acres, more or less, according to a survey and map by Artis P. Spence, dated September 3, 1978.

The above parcel is cut from the north end of the lands conveyed to Malcolm C. Darroch and wife, Mary Ann Darroch, by deed dated June 18, 1968, and recorded in Book 484, at Page 162, Harnett County Registry, and the above captioned land is the parcel of land conveyed to Bruce Edward West by deed dated September 19, 1978, and recorded at Book 682, Pages 499-500, Harnett County Registry.

LESS AND EXCEPTED from the above described tract is that certain tract or parcel of land conveyed to the Department of Transportation, an agency of North Carolina, in that deed dated February 24, 1997 and appearing of record in Deed Book 1194, Pages 974-975, Harnett County Registry, and more particularly described as follows:

BEGINNING at the point of intersection of the western right of way boundary of the project and the southern property line of the undersigned common with Theron L. Ledbetter, now or formerly, said point being 50 feet westerly of and normal to survey line L; thence northeasterly at all points being 50 feet westerly of and normal to survey line L to the point of intersection with the northern property line of the undersigned common with C. B. West heirs, now or formerly, said point being 50 feet westerly of and normal to survey line L; thence southeasterly along and with the aforesaid northern property line and northern property line, if extended, to the point of intersection with survey line L; thence southwesterly along and with the survey line L to the point of intersection with the southern property line, if extended, of the undersigned, common with Theron L. Ledbetter, now or formerly; thence westerly along and with the aforesaid southern property line, if extended, of the undersigned and aforesaid southern property line to the point of Beginning.

This parcel of land was conveyed to William Edward West and Lisa West Ray, subject to a life estate of Bruce E. West (now deceased - Harnett County Estate File 03-E-412) and Ila L. West by deed dated January 18, 1996, and recorded at Book 901, Pages 548-550, Harnett County Registry.

This conveyance of real property is to convey to Grantee, with Life Estate reserved by Grantor, the one half undivided interest in the above described lands which was inherited by Grantor upon the death of William Edward West whose record of probate appears at Harnett County Clerk of Superior Court File No. 13-E-28.

This conveyance is subject to reservation of life estate reserved by Ila L. West, for and during her natural life and is subject to easements, restrictions and rights of way of record.

The interest in property hereinabove described was acquired by Grantor by intestate succession - see Harnett County Estate File No. 13-E-28.

A map showing the above described property is recorded as N/A.

LIFE ESTATE RESERVED: The Grantor, Ila L. West, hereby reserves unto herself a life estate, for her natural life.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

The Life Estate reserved herein by Grantor herein.

One half remainder interest in the above described lands held by Lisa West Mason by virtue of the deed at Book 901, Pages 548-550, Harnett County Registry.

Life Estate reserved by Grantor in the deed at Book 901, Pages 548-550, Harnett County Registry.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

Ila L. West (SEAL)
Ila L. West

NOTARY
SEAL-
STAMP



NORTH CAROLINA, HARNETT County.

I, the undersigned, a Notary Public of the County of Harnett and the State aforesaid, certify that Ila L. West, single, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 15th day of November, 2013.

Betty K. Temple
Notary Public

My commission expires: July 23, 2014

UNRECORDED INSTRUMENT

Application for Manufactured Home Set-Up Permit
(Please fill out each part completely)

Part I – Owner Information:

Home Owner Information (To be completed by owner of the manufactured home)

Name: Ethan Ray Address: 11860 NC Hwy 210 S.
City: Spring Lake State: NC Zip: 28390 Daytime Phone: (919) 728-1612

Landowner Information (To be completed by landowner, if different than above)

Name: _____ Address: _____
City: _____ State: _____ Zip: _____ Daytime Phone: () _____

Part II – Contractor Information (To be completed by Contractors or Homeowner, if applicable.
Name, address, & phone must match information on license)

- A. **Set-Up Contractor** Company Name: Davis Mobile Home Movers - Sherman Davis
Phone: (910) 978-5371 Address: 3345 Wayne La.
City: Fayetteville State: NC Zip: 2
State Lic# 02888 Email: N/A
- B. **Electrical Contractor** Company Name: Service Solutions - Tony Smith
Phone: (910) 635-9363 Address: 5798 McDonald Rd.
City: Parkton State: NC Zip: 28371
State Lic# 20934 Email: service.solutions1997@yahoo.com
- C. **Mechanical Contractor** Company Name: Spell's Mechanical
Phone: (910) 525-5976 Address: 123 W. Vinson Ave.
City: Autryville State: NC Zip: 28318
State Lic# 10574 Email: spellsha@aol.com
- D. **Plumbing Contractor** Company Name: Priority Plumbing - Stephen Jeffries
Phone: (919) 422-4935 Address: Po Box 264
City: Willow Spring State: NC Zip: 27592
State Lic# 18550 Email: _____

Part III – Manufactured Home Information

Model Year: 2019 Size: 76 X 32 **Complete & follow zoning criteria sheet**

Park Name: _____ Lot Number: _____

I hereby certify that I have the authority to apply for this permit, that the application is correct including the contractor information and have obtained their permission to purchase these permits on their behalf, and that the construction or installation will conform to the applicable manufactured home set-up requirements, and the Harnett County Zoning Ordinance. I understand that if any item is incorrect or false information has been provided that this permit could be revoked.

Ethan Ray
Signature of Home Owner or Agent

4/17/19
Date

**Effective July 1, 2004, a County Tax Department Moving Permit must be provided before a Set Up Permit will be issued. It is purchased from the tax office of the county that the home is moved from. If the home is from a dealer, we need proof of year on the Form 500 and if available, the serial number.*

List of inspections and Egress requirements available upon request. Progress Energy customers must provide Premise Number.

LIEN AGENT INFORMATION

Effective April 1, 2013

In accordance with North Carolina General Assembly Session Law 2012-158, Inspection Departments are not allowed to issue any permit where the project cost is \$30,000 or more unless the application is for improvements to an existing dwelling that the applicant uses as a residence **OR** the property owner has designated a lien agent and provided the inspections office with the information below:

Name of Lien Agent Stephen Wheeler

Mailing address of Agent 1256 McIver Rd.

Lumber Bridge, NC 28357

Physical address of Agent Same

Telephone 919-774-1125 Fax 919-774-1145

Email Stephen.Wheeler@claytonHomes.com

The information will be attached to the permit record and a copy provided to the applicant. The applicant is required to post a copy on the construction site.

Excerpt from North Carolina G.S. 160A-417:

“(Effective April 1, 2013) No permit shall be issued pursuant to subdivision (1) of subsection (a) of this section where the cost of the work is thirty thousand dollars (\$30,000) or more, other than for improvements to an existing single-family residential dwelling unit as defined in G.S. 87-15.5(7) that the applicant uses as a residence, unless the name, physical and mailing address, telephone number, facsimile number, and electronic mail address of the lien agent designated by the owner pursuant to G.S. 44A-11.1(a) is conspicuously set forth in the permit or in an attachment thereto. The building permit may contain the lien agent's electronic mail address. The lien agent information for each permit issued pursuant to this subsection shall be maintained by the inspection department in the same manner and in the same location in which it maintains its record of building permits issued.”

DO NOT REMOVE!

Details: Appointment of Lien Agent

Entry #: 1029382

Filed on: 04/17/2019

Initially filed by:

r1034@claytonhomes.com

Designated Lien Agent

Old Republic National Title Insurance Company

Online: www.liensnc.com <http://www.liensnc.com>

Address: 19 W. Hargett St., Suite 507 / Raleigh, NC 27601

Phone: 888-690-7384

Fax: 913-489-5231

Email: support@liensnc.com real@support@liensnc.com

Project Property

11856 NC Hwy 210
Spring Lake, NC 28390
Harnett County

Property Type

1-2 Family Dwelling

Print & Post



Contractors:

Please post this notice on the Job Site.

Suppliers and Subcontractors:

Scan this image with your smart phone to view this filing. You can then file a Notice to Lien Agent for this project.

Owner Information

Stephen Wheeler
1921 Keller Andrews Rd
Sanford, NC 27330
United States
Email: r1034@claytonhomes.com
Phone: 919-774-1125

Date of First Furnishing

04/22/2019

View Comments (0)

Technical Support Hotline: (888) 690-7384

SALES AGREEMENT

DATE: 03/29/2019

BUYER(S): Ethan Ray
Gina Pentimone

ADDRESS: 11860 NC HWY 210 S. Spring Lake NC 28390

DELIVERY ADDRESS: 11856 NC HWY 210 S. Spring Lake NC 28390

TELEPHONE: (910) 728-1612

SALES PERSON FULL NAME: Justin Emmons

BASE PRICE: \$ 152,931.73

State Tax 3,663.83
 Local Tax _____

1. CASH PRICE \$ 156,595.56

Land Purchase _____
 Land Payoff _____
 Title Fees _____
 Filing Fees _____
 HPP/HBPP _____
 HPP tax _____

2. TOTAL PACKAGE PRICE \$ 156,595.56

Trade Allowance _____
 Less Amount Owed _____
 Trade Equity _____
 Cash Down Payment 15,000.00

3. LESS ALL CREDITS \$ 15,000.00

4. REMAINING BALANCE \$ 141,595.56

Make: Schult Model: Jamestown
 Year _____ Length _____ Width _____ Stock# _____
 Serial No. _____ New Used

TRADE: Make: _____ Model: _____
 Year _____ Length _____ Width _____ Title # _____
 Serial No. _____
 Amount owed will be paid by: Buyer Seller
 Owed to: _____

OPTIONS:
 HBPP included. 14 seer split system heat pump.

SELLER RESPONSIBILITIES:
 Home to be delivered and set up per codes. brick skirting not to exceed 36" average height, wood steps at all doors per code.

BUYER RESPONSIBILITIES:
 provide clean and clear access to home site. all plumbing and necessary permits.

May not meet local codes and standards. New homes meet Federal Manufactured Home Standards.

I UNDERSTAND THAT I HAVE THE RIGHT TO CANCEL THIS PURCHASE BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE THAT I HAVE SIGNED THIS AGREEMENT. I UNDERSTAND THAT THIS CANCELLATION MUST BE IN WRITING. IF I CANCEL THE PURCHASE AFTER THE THREE-DAY PERIOD, I UNDERSTAND THAT THE DEALER MAY NOT HAVE ANY OBLIGATION TO GIVE ME BACK ALL THE MONEY THAT I PAID THE DEALER. I UNDERSTAND ANY CHANGE TO THE TERMS OF THE PURCHASE AGREEMENT BY THE DEALER WILL CANCEL THIS AGREEMENT.
 ESTIMATED RATE OF FINANCING _____ % NUMBER OF YEARS _____
 ESTIMATED MONTHLY PAYMENTS \$ _____

Buyer(s) agree: (1) that the terms and conditions on page two are part of this agreement; (2) to purchase the above home including the options; (3) they received and acknowledge receiving a completed copy of this agreement; (4) that all promises and representations made are listed on this agreement; and (5) there are no other agreements, written or verbal, unless evidenced in writing and signed by the parties.

Location	Type of Insulation	Thickness	R-Value
Floors	fiberglass	7	22
Exterior	fiberglass	3.5	11
Ceilings	cellulose	8.8	33

This insulation information was furnished by the Manufacturer and is disclosed in compliance with the Federal Trade Commission Rule 16CRF, SECTION 460.16.

SELLER:

 CMH Homes, Inc. d/b/a -

BUYER:

 Signature of:
 Gina Pentimone
 Signature of:

 Signature of:

 Signature of:

ADDITIONAL TERMS AND CONDITIONS

1. **APPLICABILITY** . The terms and conditions stated herein are in addition to any provisions of the sale stated on the front of the agreement. Unless specifically modified by written agreement on the front of this Sales Agreement, the terms and conditions stated herein control this sale.
2. **SELLER RESPONSIBILITIES: Delivery and installation:** Normal delivery and installation are included in the purchase price; however, Buyer agrees: (1) delivery is generally scheduled in order of sale; (2) the **exact date** for occupancy cannot be guaranteed because of weather, site conditions, equipment and labor availability, and other variables involved; (3) the decision to purchase the home is not based upon any representations as to the anticipated **date of occupancy**.
3. **DEPOSIT** . The deposit is made to assure the Buyer will complete the transaction by paying the full purchase price in cash or entering into a retail installment contract. If Buyer fails or refuses to complete the purchase within seven (7) days of the date of this Sales Agreement or within two (2) business days of delivery of a retail ordered home, or within an agreed upon extension of time, for any reason (*except cancellation due to being refused financing*), Seller may keep the cash deposit as liquidated damages for its expenses, other damages, attorney fees, and court costs. Nothing in this Sales Agreement shall preclude Seller from electing to pursue other remedies for breach of contract as provided in the Uniform Commercial Code.
4. **INSTALLMENT PURCHASE** . If Buyer does not complete the purchase as a cash transaction, Buyer will enter into a retail installment contract and sign a security agreement or other agreement as may be required to finance the purchase. Buyer shall apply for credit for financing the purchase within two (2) business days of entering into this Sales Agreement.
5. **INSPECTION** . Buyer has examined the product and found it acceptable for Buyer's particular needs. Buyer 's own judgment and inspection of display model(s), the brochures and bulletins and/or the floor plans provided to Seller by the manufacturer, in making the decision to purchase the home described on the reverse side of this agreement.
6. **CHANGES BY MANUFACTURER** . Buyer agrees that the manufacturer of the home may make any changes in the model, or designs, or any accessories and parts from time to time, and at any time. If the manufacturer does make changes, neither Seller nor the manufacturer are obligated to make the same changes in the unit covered by this order either before or after it is delivered.
7. **LIMITATION OF DAMAGES** . If the manufacturer(s)' warranty is limited to repair or replacement and such warranty fails because of attempt at repair are not completed within a reasonable time or the manufacturer(s) has (have) gone out of business, Buyer(s) agree(s), that if they are entitled to any damages against the Seller, the damages are limited to the lesser of either the cost of needed repairs or reduction in the market value of the unit caused by the lack of repairs. In any case, the Seller will not be required to pay the Buyer(s) any incidental or consequential damages. Buyer(s) also agree(s) that once the unit has been accepted, even though the manufacturer(s)' warranty does not accomplish its purpose, that the Buyer cannot return the unit to the Seller and seek a refund for any reason.
- 8 . **WARRANTIES BY THE MANUFACTURER** . The manufacturer warrants that the home complies with applicable law, both statute and rule, as to construction and fire protection and detection, in effect at the date of manufacture. The manufacturer shall take corrective action at the site of the home in instances of breach of this warranty which become evident within one year from the date of delivery of the home to Buyer if Buyer notifies the manufacturer, in writing, of the defect - not later than one (1) year and ten (10) days after delivery to the Buyer. There may be other warranties covering the home or its contents which have been provided by the manufacturer of the home or any of its contents. Seller will provide Buyer copies of any and all written warranties provided by the manufacturer.
9. **ACKNOWLEDGEMENT** . Buyer acknowledges that he was not required to purchase the home in order to lease a lot at the community where the home is located. Buyer further acknowledges that he was not required to lease a lot at the community where the home is located in order to purchase the home.
10. **MEASUREMENTS** . Buyer acknowledges that all measurements of dimensions, construction thickness, and insulation values are normal. Seller has not performed the measurements and does not warrant the accuracy of any measurement.
11. **ORAL REPRESENTATIONS** . Buyer acknowledges that neither Seller nor any of its agents have made any oral representations concerning the quality or character of the home or its contents. All representations concerning the quality and character of the home are stated in this Sales Agreement or the written warranties and disclosures.
12. **COMPLETE AGREEMENT** . This Sales Agreement is the complete agreement between Buyer and Seller and there are no other agreements or understandings between the parties hereto. This Sales Agreement may only be modified by written agreement of the parties hereto.