

WISCONSIN STATE
LEGISLATURE
COMMITTEE HEARING
RECORDS

1999-2000

(session year)

Assembly

(Assembly, Senate or Joint)

Committee on
Housing
(AC-Ho)

File Naming Example:

Record of Comm. Proceedings ... RCP

- > 05hr_AC-Ed_RCP_pt01a
- > 05hr_AC-Ed_RCP_pt01b
- > 05hr_AC-Ed_RCP_pt02

Published Documents

> Committee Hearings ... CH (Public Hearing Announcements)

> **

> Committee Reports ... CR

> **

> Executive Sessions ... ES

> **

> Record of Comm. Proceedings ... RCP

> **

*Information Collected For Or
Against Proposal*

> Appointments ... Appt

> **

> Clearinghouse Rules ... CRule

**

> Hearing Records ... HR (bills and resolutions)

> **99hr_ab0807_AC-Ho_pt05a**

> Miscellaneous ... Misc

> **

Tom -

This HAS BEEN distributed to
the HOUSING committee

Kristen would
like an ombudsman
funded from 1/2 of parking
fees.

50,000 MOBILE HOMES *
\$ 25 =
\$ 1,250,000 . 😊

Rep. Sykota
3 NORTH

WI MHOA
THE WISCONSIN MFD. HOME OWNERS ASSOCIATION, INC.
PO BOX 254 - <wimhoa@chorus.net> 608/655-4573
Marshall, WI 53559

May 15, 2001

TO: Governor's Blue Ribbon Task Force on Manufactured Housing
Chair, Richard Rand
Members of the Task Force

FROM: Kristen Zehner
President, WI MHOA

Thank you very much for the opportunity to address consumer issues in mfd housing with consumer recommendations. Please feel free to stop me and ask questions at any time.

For those of you unfamiliar with what WI MHOA is, we are strictly consumer oriented, organized, and funded, and we advocate on behalf of consumers of mfd. housing. Our group first met in July 1998, incorporated in November 1998, and received 501(c)(3) status in December 1999.

We would like to present the following for your consideration:

- I. A dispute resolution proposal for Wisconsin;
- II. State-mandated updating, or the initiation and enforcement, of municipal ordinances, whichever is pertinent;
- III. A plan for ensuring the security of housing investments for lenders and community owners, as well as consumers;
- IV. Use of Title I federal monies;
- V. Suggestion for improving the image problem of the manufactured housing industry and its occupants;
- VI. An overlooked area of sales;
- VII. Non endorsement for moving ATCP 125 into Commerce;
- VIII. Ongoing problems consumers have that give the industry a bad name;
- IX. Vignettes.

I. RECOMMENDATION FOR A DISPUTE RESOLUTION PROCESS

Because the Federal Mfd. Housing Improvement Act of 2000 requires the states to create their own voluntary dispute program process within five years or accept a federal version, WI MHOA would like to propose the following:

The establishment of an MH (mfd. housing) Ombudsman Program with Coordinator to be secured in the Justice Dept which would act as the arbiter of complaints with funding to support the program from parking fees. Currently, these fees are combined with rent and paid by each resident to community owners monthly.

WI MHOA proposes that 49% off the top of monthly parking fees be forwarded to Justice and earmarked for the MH Ombudsman Program. Following initial disbursement of the first 49% of fees, the community owner would then deduct 2% for administrative fees, and the municipality would receive the remaining parking fee monies. We see this is a justifiable division of fees for the following three reasons:

1. Municipalities are chartered by the state as the licensing agent with the responsibility to monitor and maintain living conditions in land-lease communities by virtue of their ordinances. Because a great number of parks are often literally "dumps," we know that few municipalities have taken their licensing responsibilities seriously. Currently, most municipalities provide little, if any, services to people in land-lease communities. The municipalities either have no ordinances whatsoever for parks, or what they do have are outdated, ignored, or selectively enforced.
2. We have discovered that municipal authorities are generally unreceptive to taxpayers from land-lease communities who approach them about various problems over which the municipalities have legal jurisdiction. Municipal officials usually decline to intercede, maintaining that they have no obligation to provide either a forum for or services to land-lease taxpayers who "live on private property." (We notice they provide services to stick-built homeowners on private property!)
3. Via the combined payment of parking fees and rent, residents have been paying both the municipality and the park owner for duplication of services and maintenance for over 50 years. Because of the generalized neglect of municipal services or oversight per local ordinances, the commonly deteriorated condition of most parks statewide speaks for itself.

Based on the above, WI MHOA maintains that parking fees are the appropriate funding mechanism for an Ombudsman Program. Since residents have always paid both the park owner and the municipality monthly and have certainly received no more than 50% of the value of their parking fees in municipal services, we believe it is a fair

exchange to use half of municipal parking fees, per community, to fund the Ombudsman Program.

For those municipalities that collect property taxes in lieu of parking fees, they would be liable for the same percentage of personal property taxes to be paid in support of the Ombudsman Program.

We recommend biennial, unannounced audits to document compliance and accuracy of payments.

II. RECOMMENDATION: STATE-MANDATED UPDATING OF LOCAL MH ORDINANCES WITH ENFORCEMENT MECHANISMS (currently nonexistent) AND STIFF PENALTIES FOR NON COMPLIANCE

The Coordinator in an Ombudsman Program located in Justice would determine whether a disagreement submitted for resolution would best be dealt with by Commerce, Consumer Protection, Financial Institutions, or another agency. The Coordinator would then schedule the differing parties with one or more agencies for an initial hearing to determine the merits of any dispute. The Ombudsman Coordinator would then conduct or delegate responsibility for the hearings, as needed. The outcome of one or more hearing/s would provide for timely resolution in most cases, as well as financial penalties or awards, where appropriate.

Ultimate terms and conditions of resolution post-hearing would be binding on all parties with judgments, where applicable, to be paid or upheld within 20 days. Failure to submit payment or provide an award of judgments rendered under the Ombudsman Program would be subject to double and triple penalties (to be determined) for every day past the initial 20 days deadline, at the discretion of the Program Coordinator.

An appeal of any hearing results would be made within 20 days by a party unhappy with the hearing judgment.

If an appeal were filed, the matter would then be referred to mediation and/or arbitration, to be chosen by the differing parties. The party losing the mediation or arbitration would be subject to certain payment of costs over and above the initial hearing costs, to be determined by the Ombudsman Coordinator.

Any community owner or manager who retaliated against a consumer for their use of the Ombudsman Program to address legitimate problems in a community would be subject to six months in jail and a fine of not less than \$10,000 per each act of retaliation, to be determined by the Ombudsman Coordinator.

**SEE THE VIGNETTES, PGS 8-10, and JEANNE McGRADY CALAMITY (below),
ILLUSTRATING UNRESOLVED CONSUMER PROBLEMS**

III. SECURITY AND GUARANTEES FOR LENDERS

To address security issues involving lending institutions to buyers of manufactured housing, especially in land-lease communities, it would behoove the MH industry to make a distinction between evicting a resident and evicting a house. Putting lending institutions at risk over a dispute between a park owner and a resident, or because of a change in a consumer's housing plans, jeopardizes future long-term lending transactions for all consumers and the entire industry.

We recognize that differentiating between a consumer eviction and a house eviction would entail rewriting the eviction process in land-lease communities. However, the benefits to the industry, consumers, and lending institutions for a more secure investment with more reasonable time length notices--in what is now a financially precarious transaction--should bode well for the reputation of the industry, while affording to all the parties a safety net for their investments. We note that some community owners who practice punitive evictions damage the industry's reputation.

Currently, losses of thousands of dollars occur over minor consumer infractions that, in most cases, could be resolved satisfactorily with more reasonable time limits to cure. A scant one-to-two weeks to sell or move a mfd. house is rarely feasible without risking a lender's investment and/or the payment of lot rents. Moreover, it would not be unusual to attach a lien to a mfd. house in the interim to recoup lot rent charges that may accumulate. Were these provisions put in place, no one involved in the mfd. home transaction need suffer exorbitant financial losses.

With improved time limits, if any of the parties chose to use the dispute resolution process via Justice to resolve a disagreement, they would be scheduled for a hearing by the Ombudsman Coordinator. In the meantime, all the parties could reconsider the merits of defending their case, or resolve the issue beforehand, obviating the need for a hearing.

RECOMMENDATIONS: DISTINGUISH BETWEEN EVICTION OF A CONSUMER VS A HOUSE; REWRITE THE EVICTION PROCESS IN LAND-LEASE COMMUNITIES, ALLOWING NO LESS THAN NINE MONTHS TO SELL A HOUSE, AND ATTACH LIEN PROVISIONS FOR UNPAID LOT RENT.

IV. FEDERAL TITLE I MONIES

Currently, mfd. homeowners are ineligible for any grant and loan programs if they live in land-lease communities--except for the federal Title I Property Improvement Loan Program *if* long-term leases were in place. Five- to 20-year leases are currently rarely requested, and could include automatic CPI increases each year.

Since state statute requires that a homeowner sign whatever lease is given them to remain in a community, a long-term lease may also serve to preclude the illegal leases that are not uncommon now. We know of residents who were threatened with eviction

for editing an illegal lease that did not comply with state law. Threatening eviction for editing a lease is hardly just cause for eviction.

Additionally, a long-term lease provision dovetails with the security guarantees needed by lending institutions and provides for more stable populations in a community. Homeowners who chose to withdraw from a long-term lease would suffer penalties (to be determined), and/or they could be given the option of selling their lease agreement with the home if amenable to property owners.

RECOMMENDATION: INSTITUTE LONG-TERM LEASES FOR THE BENEFIT OF BOTH THE COMMUNITY OWNER, LENDING INSTITUTIONS, AND CONSUMERS.

V. IMAGE PROBLEM

Currently, manufactured housing and its inhabitants, especially those in land-lease communities, are treated ignominiously by every facet of society. Mfd. homeowners rarely qualify for any state programs or block grants. We are not considered legitimately eligible as homeowners, nor does the public see mfd. housing as a legitimate form of housing, let alone its inhabitants as legitimate taxpayers. A reporter recently contacted me because he was interested in doing a piece on "what kind of people live in parks." (Anthropoids perhaps?) (:>)

Society simply does not see us as working class and retired people who pay our own way. The idea that we are transients and undesirables still permeates the general consensus that we are a degenerate segment of society that must be ignored at all costs. We are systematically invisible to society at large and, in particular, are regularly excluded from both private funding, and any community or neighborhood development programs subject to governmental oversight or funding. We simply do not exist as a viable segment of society.

In Wisconsin, mfd. housing and its consumers have never been granted any policy consideration as a legitimate part of gross state population or product. Recognition by government entities would go a long way toward endorsing the industry and its consumers.

RECOMMENDATION: RECOGNITION AND INCLUSION OF MFD HOUSING & MH RESIDENTS IN ALL STATE AND MUNICIPAL POLICY DECISIONS THAT INVOLVE HOUSING NEEDS.

VI. AN OVERLOOKED AREA OF SALES

Little mention has been made of the sale and transport of improperly zoned homes shipped into and sold within Wisconsin borders. These houses number approximately 3000-4000 per year. Minnesota deals effectively and swiftly with this problem. Violators are slapped with stiff fines, which has had the effect of critically curbing these abuses.

EXAMPLE:

In December 1998 a dealership in Phillips knowingly sold a new Zone 1 house in Wisconsin (which is Zone 2.) The house in Phillips was manufactured in Indiana, transported into the state, and sold for \$40,000. Within the past 2-1/2 years, it has been devalued by an assessor down to \$11,800. It is literally coming apart at the seams and is impossible to winterize or repair adequately. The house was also improperly installed without tie-downs or adequate foundation, and has all manner of unfixable problems. It sports nail pops in the linoleum flooring. None of the doors, windows, walls and floors are flush; the air exchange is exorbitant, and it leaks cold air badly in winter. The foundation joists are warped throughout, floors and walls are bowed with water stains and broken panels. Heating bills are astronomical. Icicles form inside light fixtures in the house in winter, and the occupant lives in the kitchen and family room with space heaters. After at least eight attempts to "fix" this house, both the dealer, manufacturer, and park owner disclaim any responsibility. The consumer can never sell this house for obvious reasons--it is beyond repair. Nor can she tolerably live in it. SEE Jeanne McGrady/Phillips HANDOUT; SHE REQUESTS NO ANONYMITY. (Note paucity of insulation, displayed for Task Force members.)

Therefore, we urge the industry to institute improved standards of accountability from its members, and to impose business sanctions on the offenders. We believe that the industry, which has the power to police itself and abridge the conduct of a minority of violators of the public trust, could thereby improve the "trailer trash," "trailer park," and "cheap housing" image that consumers, community owners, and the industry labor under. The current instability and total lack of resolution for consumers who are disadvantaged does not bode well for the reputation or long-term health of the industry.

We urge community owners to employ fair-minded and informed community managers, and oblige them to attend regular educational classes that detail the requirements of Wisconsin law. We would also urge community owners to more diligently monitor the maintenance standards and oversight in their parks.

RECOMMENDATION: 1- THAT THE INDUSTRY SET IMPROVED STANDARDS OF CONDUCT AMONG ITS MEMBERS, INFLUENCE NON MEMBERS TO RAISE THEIR BUSINESS PRACTICE STANDARDS OR SUFFER PENALTIES IMPOSED BY THEIR PEERS. 2- THAT THE STATE REGULATE IMPORTATION OF MFD. HOUSING INTO WISCONSIN WITH STIFF PENALTIES FOR ABUSES.

VII. MOVEMENT OF ATCP 125 INTO COMMERCE

We believe DATCP's low numbers of consumer complaints are unrealistic and do not reflect the reality of unaddressed consumer issues. We expect a groundswell of consumer complaints after the availability of a dispute resolution program becomes known. In light of the current budget situation and limited staffing levels in Commerce, we do not believe Commerce is the appropriate agency to handle consumer complaints if for no other reason than expected volume. But more importantly, WI MHOA does not support the movement of ATCP 125 from DATCP into the Department of Commerce because we see it as a clear conflict of interest. Since Commerce represents business interests, how would Commerce objectively represent consumers without bias?

RECOMMENDATION: LEAVE ATCP 125 IN DATCP. SEE VIGNETTES.

VIII. ONGOING PROBLEMS EXPERIENCED BY CONSUMERS

We recently completed a survey of park residents in Dane and Rock Counties. As a result of the mailing, we have also heard from people in cities beyond those two counties--Reedsburg, Sturgeon Bay, Phillips, Kiel, Oshkosh, and Milwaukee. We asked the participants to comment on the perceived benefits and concerns of the MHP (mobile home park) lifestyle, among other things.

The most prominent complaints we received question the yearly and over-frequent increases in rent (which are perceived by consumers as unwarranted.) Residents in numerous parks report no improvement in the property or its maintenance, inadequate snow plowing, and lack of timely repairs. Moreover, high rents take up the better portion of residents' discretionary money. They have no access to affordable home equity loans, or even installment loans at reasonable interest rates because lenders do not recognize mfd. housing as having intrinsic value. We know of residents who have abandoned their homes in states such as New York and Oregon where excessive rents have either outpaced their income, or their ability to sell. A percentage of MH residents feel squeezed in the current economy because of the unaffordability that park living has become in the southern part of Wisconsin.

Many residents are also dissatisfied with municipal assessments. It is not uncommon for local assessors to ignore the DOR annual requirement for reassessments on mfd. housing. We know of an instance where one homeowner's parking fees remained the same for five years at the original value of the house at purchase price. This, in spite of the fact that mfd. housing loses at least \$5000 in value from the minute it is sited in a park. We also know that for every \$10 increase in rent, a homeowner loses \$1000 in equity when it comes time to sell. And, despite the Dept of Revenue policy statement that says mfd. housing is assessed differently than stick-built housing, municipal assessors ignore this directive and over-assess in communities that want high parking fees. We know of a 1973 "trailer" whose owner made no improvements, but who last year received a parking fee increase!

A number of survey respondents are not happy with selective enforcement or no enforcement of rules and regulations

Since mfd. housing became significantly more expensive over the last 10-15 years, it has become a financial burden for some, especially the young, the elderly, and the working poor. These groups are easily victimized. About half the population in parks live stringently and lack the monetary ability to relocate, making them captive tenants. Generally, these groups have neither the means nor the courage to stand up for themselves and be counted. They certainly do not want to "stand out" and be noticed by park owners, so they literally cower.

Thus, a large percentage of people who live in parks are vanquished, vulnerable, duped, intimidated, or just oblivious. The latter may be swamped by family and economic concerns, and they question nothing beyond their walls. A percentage of them are quite willing to pay something for nothing, rather than whisper a complaint. Some accept unconditionally the idea that they exist at the pleasure of the park owner, and they have no expectation of receiving value for their money. Not to say that there aren't exceptions! But few actually know what their rights are. And most are not willing to risk retaliation by a park owner.

As a general rule, the MH park population is the true embodiment of feudal serfdom and non democratic governance. Compared to the municipal apartment population, the sublevel of beaten down mentality that exists in corporate parks is enormous. I would wager that the expectations of apartment dwellers for fair treatment far exceeds that of homeowners in MHPs. At this point in time, justice does not exist for mfd. homeowners in parks who dare to object to anything. For example, they simply cannot risk the displeasure of their manager or park owner if they expect an approval of a future buyer when they try to sell on site. We know of homeowners who have lost more than one buyer of their home due to non approval--usually for unknown reasons.

IX. VIGNETTES OF PROBLEMS IN LAND-LEASE COMMUNITIES TO DATE:

A. Last year a resident in Waunakee went to the town board about frequent well water infestations. Over a period of several years, residents with children in that park have routinely boiled their drinking water because timely notices are seldom received from the owner. Afterward, when this same woman contacted the park because the floor of one corner of her home was caving in due to a faulty foundation, they ignored her. This past winter the roof over that sagging flooring also caved in because of the voluminous snow. Since she had displeased the park owner, she got no housing assistance for critical repairs from them.

B. A disabled woman in Edgerton was evicted because she filed a complaint with Consumer Protection against the park owner. He had allowed the burning of refuse in proximity to her home that created leaping flames over the roof of her house. (Based on ATCP 125, this was retaliation, but she could not afford to fight the eviction.)

C. In Marshall, the park owner refuses to address a 45% ground water infiltrate into the sewer system. (The failure of infrastructure repair is a violation of state statute.) For the past eight years, the village has metered the inflow and outflow and is exploiting the non maintenance by billing the park owner who, of course, passes on his costs. According to a landlord-tenant attorney, these faux sewer billings are illegal. However, in April 2001 the municipality unconditionally renewed the park license without requiring a first stage of repair. The ongoing lack of repair is costing each resident \$600/year for sewer alone--a non service--over and above the actual water/sewer costs. The municipality rebuffs any responsibility to land-lease taxpayers.

D. A park owner in Delavan began "modernizing" his park a few years ago and failed to file the prerequisite construction plans with Commerce in advance, as required by law. In the interim, he forced an elderly couple in an older home to move (a violation of ATCP 125, a non-emergency) from the front of the park to the back end. That elderly couple in their 80s paid \$4500 for that forced move, and a year

later got a rent increase; they received no thanks or reimbursement from the park owner. The roads in back of the park remained unpaved and muddy for well over a year until a state Senator's office intervened. After 1-1/2 years, there is still no night lighting or paving over the mud walkways to their homes, but rents keep climbing. Another inhabitant in the back end of the park is an employed wheelchair-bound person. It has never occurred to him to ask that lighting be installed!

E. In Delavan and Marshall, there are perpetual problems with foul-smelling drinking water due to too few flushings of water mains, and heavy iron content in water that ruins new appliances within four years and permanently stains sinks. Residents buy bottled water because they believe park-supplied water is unhealthy, or too repulsive for drinking. Some buy bottled water simply because of the foul-smelling tap water.

F. A park owner in Randolph who is a convicted sex offender (per our member) regularly attempts to evict an elderly woman from her home by refusing to accept her rent check, or by making specious claims about violation of rules. The resident had filed complaints about sewer gas which the park owner claimed was a problem inside her home. Fortunately, she qualified for Legal Aid assistance.

G. In 1999, another park owner in Delavan sued seven of her tenants for "conspiracy" when they attempted to form a homeowners association. Even though residents had complained to municipal officials about raw sewage, live wires, unsafe wiring attached to trees, and water unfit for human consumption for several years, no lasting intervention has ever occurred. None of the conditions in that park have improved to date, and the municipality has ignored complaints about this park for years.

H. In that same park in Delavan, several years ago an elderly couple purchased a used home from the park owner, and discovered too late the house was unfit. It had rotted flooring and infrastructure, but they had no more money, and have been forced to repair what they could at great personal cost. The elderly wife literally hides in bed for days because she cannot bear to deal with their situation; she is completely intimidated by the owner, lest they also be sued.

I. In Marshall last year, a disabled woman was harassed regularly by management because the managers, based on rumor, decided she had a business; she does woodworking in her garage as a therapeutic activity ordered by her physician. She is a recovering cancer patient. The harassment is ongoing to the present time. She does not have the funds or the ability to file a Fair Housing complaint.

J. In 1998, a young family in Marshall was compelled to move by management's claims against their preteen son who had broken a window. The parents paid for the window replacement, but were told their son had to leave the park. So they sent him to California with his grandparents. But that didn't satisfy the managers. The family was then told they would have to forfeit their home to the park owner. One of the offenses they were accused of occurred before they had even moved into the park, and another claimed offense against their son occurred when he was in school. Nevertheless, they lost significant monies by having to sell their home at half its original price in a forced sale. Their son is still traumatized by the memory of being forced to leave home.

K. We know of a park in Waunakee where roads have not been paved one time in ten years.

L. In 1995 a new resident in Marshall moved into a park with a new home. The house had been sitting on the dealer's lot for eight months prior to delivery, during which time they barred her from entering it with a steel strap across the door. The dealer had originally promised total ease in relocating into the park, but kept putting her off. She had informed them when she ordered the house she would be selling her condo, which would require a juggling of monies. That didn't seem to phase the salesperson who was all smiles and verbal promises. By the time she needed to move in, the dealer had done nothing, so she hired an attorney who handled the transfer of monies. Her attorney made sure the set up money of \$4000 was withheld until she was satisfied with the installation and skirting. In retrospect, she realized the dealer was highly anxious to get the transaction completed. A year later when she had the house re-

leveled, the serviceman informed her that the underbelly of the house had been vandalized. Large gaping holes had been cut into every area that coincided with major plumbing connections. She knew the house had not come from the factory in that condition.

M. The same dealership (as in L. Steenberg-Sun Prairie) is notorious for requiring (on the bill of sale) complete payment (including installation fees--prior to installation) before the home is moved to a site. That way, if damage occurs to the house during transit or during installation, the homeowner has no leverage to demand repairs. This dealership is notorious for never being heard from or seen again, even though they make promises for incidental repairs prior to payment. Once they have the consumer's money, they never return. Local self-employed repairmen are well aware of this. Some of them have worked for this dealership and quit because the dealership hires inexperienced, incompetent workers at rock-bottom wages. The work they do is also at rock-bottom standards--if and when they do it.

N. Another consumer purchased a mfd. home that had specific requirements for installation on permanent piers. The buyer had informed the dealer up front she intended to move into a land-lease community--where there was no such thing as permanent in-ground piers. The dealer ignored this provision and sold her an inappropriately structured house for the location where she had informed him it would be sited. Her house is now falling in around her ears, and no one is willing to take any responsibility for selling her an inappropriately structured house.

O. A consumer in Dane County purchased a mfd. home. During delivery to the site, the delivery crew lost control and the house fell over on its side. The delivery crew disclaimed any responsibility, as did the dealer, as did the manufacturer. The consumer was stuck with a damaged, paid-up house.

The above unresolved complaints manifest an urgency that can only be addressed through a Wisconsin Ombudsman program funded with parking fees. These vignettes illustrate the lack of access to enforcement for violations of existing law. The 10 percent reduction in park occupancies statewide already reflects the growing dissatisfaction with the MHP lifestyle.

We trust the Task Force will concur that resolution of consumer complaints is imperative and will, overall, improve the manufactured housing environment for lenders as well as the industry in Wisconsin.

Submitted by:

Kristen Zehner, President

WI MHOA

Attchs. Jeanne McGrady/Phillips handout

Zoning map

The Voice article

HUD Title I loan insurance

UW Extension MHP Profile 1994

STANLEY J. AMPTON

**FIASCO in PHILLIPS WISCONSIN
1998 - PRESENT**

ADDITIONAL COMMENTS

The subject property is a situated a lot in a mobile home park in the city of Phillips, Wisconsin. No real estate is being included in this the value estimate submitted. The subject is a 1998 model year, "Westwynd" model, 28' X 56' mobile home, manufactured by Four Seasons Housing. The building was purchased in December of 1998, according to the current owner. The building was set-up on its present site in May of 1998 by the local dealer, according to the current owner.

The subject property was inspected on Tuesday, October 12, 1999. The following physical defects were noted during the inspection:

1. The door located on the west end of the home is secured by a steel strap screwed to the exterior of the home. According to the owner, repairs were attempted, but the problem still exists. Daylight was noted around the door when it was closed.
2. The interior wall in the rear bathroom is poor condition. According to the owner, one or more attempts were made to repair the wall have been unsuccessful. The trim around the bathroom has not been re-installed.
3. The toilet in the rear bathroom appears to run continually and the vinyl tub surround does not appear to be installed improperly and appears loose.
4. Numerous defects appear to be present in the carpet and vinyl floor coverings. These include but are not limited to noticable seams or joints in the flooring/subflooring, "pockets" in the carpeting where the padding may be missing or loose, cracks in the vinyl flooring, vinyl flooring not run all the way to walls or cupboards, nails/screws/staples are pulling loose under the carpeting/vinyl, etc.
5. Improper installation noted on several windows - at least one window cannot be opened all the way, window trim appears to be poorly fastened to the window frame, nails/staples appear to be pulling loose around the windows, at least one window blind is sagging badly and cannot be operated properly, etc.
6. Paneling was apparently damaged during previous repair attempts but was not repaired.
7. Some interior walls appear to be poorly fastened to the floor.
8. "Shifting" or uneven movement was noted between the halves of the structure.
9. Several interior doors appear to be out of plumb, have loose door stop trim, door knobs that are tight and very difficult to operate, have hinge pins coming out of the hinges, or don't close properly.
10. Very noticable floor "squeaking" noted in the area between the living room, dining area and the family room.
11. Numerous areas noted where nails/staples were pulling loose.
12. Nails/staples installed outside of the trim around several interior windows and doors.
13. Some trim on the kitchen cupboards is loose or has fallen off.
14. Corner trim in the kitchen area appears to be improperly installed.
15. Moulding does not appear to have been properly installed (e.g. does not run to the end of a wall, poorly fastened to the walls, etc.
16. At least one heating duct run "rattles" when the furnace is in operation.
17. The siding is loose above the windows in the master bedroom, the bottom row of siding on the west end of the building appears to be improperly fastened, the siding on the east end of the building appears to have been improperly installed (larger than normal gaps on the ends), siding improperly installed under the front door, broken trim around the exterior light on the west end of the building.
18. The skirting is stressed at the corners, and is loose at the east end of the building.
19. There is a hole in the ceiling in the master bedroom.

It should be noted that other defects may be present but were unable to be verified by this appraiser. These hidden defects may be located in the insulation, electrical system, plumbing, condition of the exterior walls under the siding, plumbing system, structural components, condition of the flooring under the carpeting and vinyl flooring. Any defects that are not included in this narrative are not included in the value estimates submitted.

Additional Comments

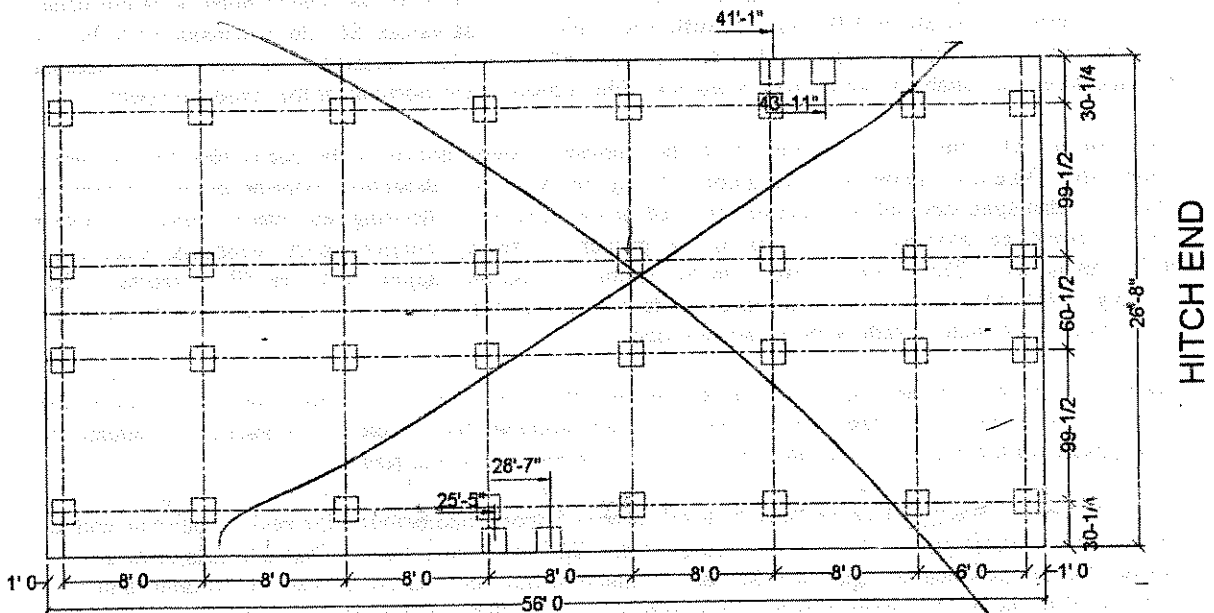
The subject property, in an "as-is" condition, was valued at \$32,500. If all the defects noted were corrected, the value estimate would be \$39,200. The difference between these values, \$6,700, is considered to be the "cost to cure". The value estimate submitted does not reflect any loss caused by "hidden" defects because this appraiser was unable to verify their presence without dismantling portions of the subject property.

Most the defects noted in our inspection of the subject property appear to be correctable by competent tradesmen. Defective items such as poorly fitting or otherwise defective exterior doors, cracked or otherwise damaged drywall or paneling, cracked or damaged vinyl flooring, etc. can be replaced. Other defects could be eliminated by repairing, or properly fastening interior doors, windows, trim, loose nails/staples, etc. The exterior defects in the siding and skirting appear to be readily correctable. Re-leveling of the subject house may correct some defects such as the alignment of both halves of the structure and possibly eliminate or reduce the squeaking floor.

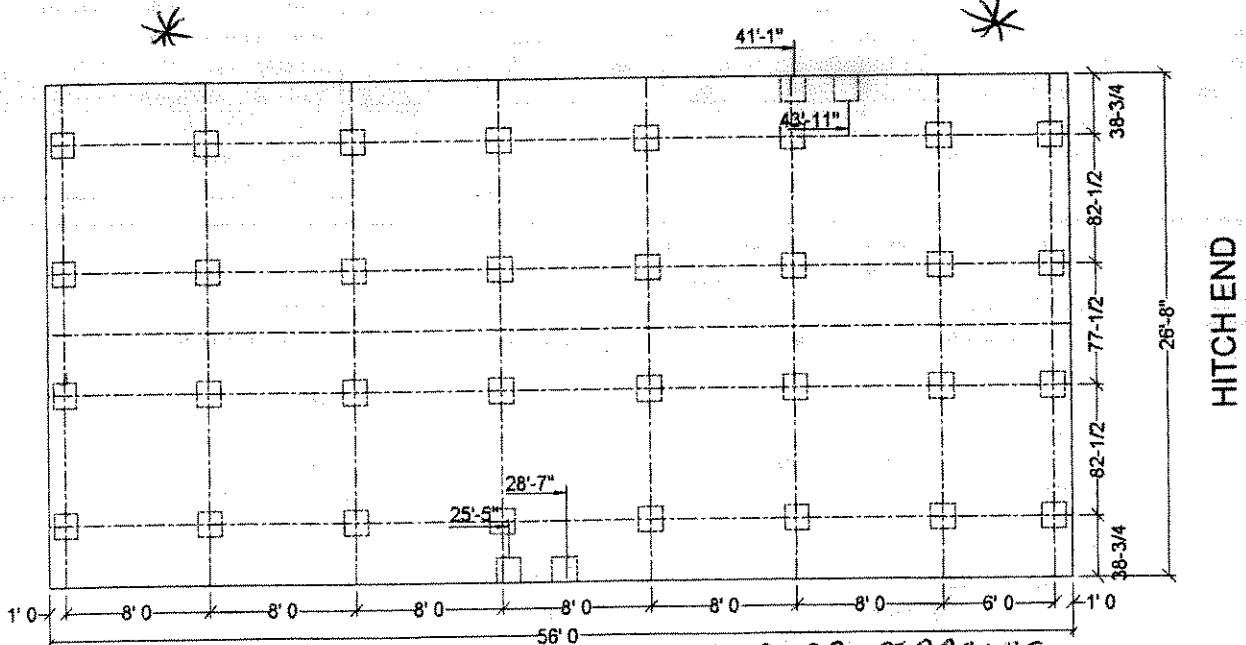
Some types of defects are impractical to correct but still have a negative impact on value. There are numerous nails/staples exposed around several of the windows that would be impractical to attempt to repair. Many of the apparent "hidden" defects may also be impractical to repair.

The loss in value generated by the "cost to cure" must be apportioned between the easily repairable and the impractical to repair. In my opinion, as a fee appraiser, \$4,180.00 should be attributed to loss of value from defects that are practical to repair and \$2,520.00 should be attributed to loss of value from defects that are impractical to repair. The value estimate submitted does not reflect any loss in value attributed to "hidden" defects.

PROJECT RATING	Complete only if subject is located in a Mobile Home Park.											PROJECT RATING				Good	Avg.	Fair	Poor
	Name _____											Location				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	No. of Mobile Homes _____ Density per Acre _____											General Appearance				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Zoning Classification _____											Amenities and Recreational Facilities				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Approx. No. Units for Sale _____ Approx. No. Units Rented _____											Density (units per acre)				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Monthly Space Rent \$ _____ (includes <input type="checkbox"/> water <input type="checkbox"/> sewer <input type="checkbox"/> garbage)											Unit Mix				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Access (Ingress/Egress) _____											Quality of Constr. (mat'l & finish)				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Drainage/Flood Conditions _____											Condition of Exterior				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Describe common elements or recreation facilities _____											Condition of Interior				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
												Appeal to Market				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SUBJECT UNIT	<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed Mobile Home Living Area (including Expandos, Tipouts, etc.)															Good	Avg.	Fair	Poor
	Built-on Additions (Finished and Unfinished Areas) 1456											RATING				Good	Avg.	Fair	Poor
	Room List	Foyer	Liv	Din	Kit	Bdrm	Bath	fam	Rec	Lndry	Other								
	Mobile Home		1	DA	1	3	2	1		1		Condition of Improvements <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>							
	Additions											Room Sizes and Layout <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>							
	Floors: <input type="checkbox"/> Hardwood <input checked="" type="checkbox"/> Carpet over <u>Wood</u> <input checked="" type="checkbox"/> Vinyl											Adequacy of Closets and Storage <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>							
	Interior Walls: <input checked="" type="checkbox"/> Paneling <input type="checkbox"/> Presboard <input type="checkbox"/> _____											Kit. Equip. Cabinets & Workspace <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>							
	Trim/Finish: <input type="checkbox"/> Good <input type="checkbox"/> Average <input checked="" type="checkbox"/> Fair <input type="checkbox"/> Poor											Plumbing - Adequacy and Condition <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>							
	Bath Floor: <input checked="" type="checkbox"/> Vinyl <input checked="" type="checkbox"/> Cpt _____ Wainscot: <input type="checkbox"/> Marlite <input checked="" type="checkbox"/> Plast											Electrical - Adequacy and Condition <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>							
	Windows (type): <u>Vinyl Insulated</u> <input type="checkbox"/> Storm Sash <input type="checkbox"/> Screens <input checked="" type="checkbox"/> Combo											Skirting - Adequacy and Condition <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>							
Kitchen Equip. <input checked="" type="checkbox"/> Refrigerator <input checked="" type="checkbox"/> Range/Oven <input checked="" type="checkbox"/> Fan/Hood <input checked="" type="checkbox"/> Washer <input checked="" type="checkbox"/> Dryer											Adequacy of Insulation <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>								
<input type="checkbox"/> Intercom <input type="checkbox"/> Disposal <input checked="" type="checkbox"/> Dishwasher <u>NATURAL</u> <input type="checkbox"/> Microwave <input type="checkbox"/> Compactor											Location within Project or View <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>								
HEAT: Type <u>FA</u> Fuel <u>NATURAL Gas</u> Cond. <u>Adq.</u>											Overall Livability <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>								
AIR COND: <input type="checkbox"/> Central <input type="checkbox"/> Other _____ <input type="checkbox"/> Adequate <input type="checkbox"/> Inadequate											Appeal and Marketability <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>								
Comments: <u>The mobile home appears to be in fair condition, with numerous uncorrected physical defects. If properly maintained, the subject manufactured home could be considered to remain in a similar condition for approximately twenty to thirty-five additional years. (See Comments Addendum for additional information)</u>											Est. Effective Age <u>4</u> to <u>8</u>								
											Est. Remaining Economic Life <u>20</u> to <u>35</u>								



99 1/2" FRAME
WD4 USES 10" MAIN I-BEAM



* FONK'S IGNORED THE PIER SPACING.
* SEE INSPECTOR REPORT
FOR FONK'S PLACEMENTS OF PIERS *

82 1/2" FRAME
CONCRETE BLOCKS ARE USED
AT PIERS

WD4

THIS IS PART OF THE RENTAL LEASE
AGREEMENT OF MOBILE HOME PARK OWNER

C. continued - SIM LITVINOFF - 339-2945

vinyl or other skirting material approved by the landlord around the entire perimeter of the home within 15 days after installation of the home. Skirting must be kept in good condition at all times. "Good condition" includes free of buckling, cracking and loose particles.

D. Mobile home must be set-up, installed and anchored on the site according to the manufacturers specifications, and must be completed by a licensed installer.

- CONSUMER FRAUD - NEGLIGENCE -

E. Axles, wheels and other transportation components necessary for moving the home may not be sold, leased or removed from the site without the landlord's permission.

F. Steps must be constructed in accordance with local building codes and shall consist of materials resistant to the weather such as concrete or treated wood. Generally all steps shall measure at least 3 ft. wide and a landing of at least 3 ft. in the direction of travel shall be provided at the top of the stairs. The landing may not be more than 8 inches below the interior floor elevation. Stairs of more than 3 risers shall have at least one handrail. Handrails shall be provided on all open sides of stairs. (DILHR 21:04)

H. Construction of any accessory building, structure, deck or attachment to the home must be in accordance with the local building code. If a permit is required, the tenant shall obtain such a permit only after receiving written permission from the landlord. A copy of any governmental permit shall be provided to the landlord. In no case will chipboard or blandex be permitted as an exterior siding material. Any accessory structure must be painted to match the home. A change of exterior color of the home or accessory structure, deck or attachment will be approved only if the proposed color is in harmony with other existing homes.

I. No wood burning stoves are allowed. This means any stoves used to heat the mobile home. Only approved code fireplaces are allowed. All firewood must be stored at the rear

FOR THE HOME

DISCREPANCY -

5-23-2000

DAVE PAULSON EDITOR,
RETURNED MY CALL
8-28-00 NO LONGER
THERE

878 3003-262

262-763-3511

262 878 3003

rd Press

RD NADOLSKI

NADOLSKI

EDITOR



NESS

STANDARD PRESS

Wednesday, Feb. 25, 1998

Page 5

Fonks celebrate 50 years in mobile home business

By Connie Bentel
STAFF WRITER

With the marking of Fonk's Home Center's 50th anniversary this year, four generations and a half-century of family life is also celebrated.

The family-owned business, with locations in the Town of Dover and Town of Yorkville, was started in 1948 after Richard Fonk Sr. and his wife, Amy Whittaker Fonk, purchased a mobile home and settled in on property owned by her father, Charlie Whittaker, a well-known mink rancher.

Before long, fellow mobile home owners began stopping by the couple's trailer to inquire about the possibility of placing theirs nearby. It quickly became apparent to the Fonks that an opportunity had presented itself, and their first park was established on the Whittaker property on Hwy. 11 east of Union Grove.

The couple continues to maintain tradition by bringing up their children in the shadows of the business, and they, in turn, appear to be doing the same. Family involvement has now grown to include three sons, a daughter, a son-in-law, daughter-in-law and future daughter-in-law. Even the Fonk's 6-month and 2-year-old grandchildren spend their days at

"The first mobile homes were covered wagons. The industry has really come into its own."

~Janice Fonk

the business office. According to Janice Fonk, a second daughter, who is not directly involved with the home center, is considering opening a child-care center within the park, which could stretch the family business in yet another direction.

The couple raised their five children within the growing park, so it was almost assured that their work would be carried on. Present owner, Richard Jr., reportedly began riding along in his father's truck while still in diapers. By the time he was 15, he could maneuver a 50-foot trailer into the tightest of spaces. Two of the Fonk's other children, John and Linda, also went on to establish mobile home parks, in Union Grove and Waupaca.

By the end of 20 years, the

original mobile home park had grown to over 50 spaces, and the family opened a second site in 1968 on Schoen Road in Dover. Since that time, three additions have been made to the original site, and two to the Schoen Road park, boasting accommodations for almost 300 manufactured homes.

A third park is being developed in Philips, Wis., which will be managed by a future daughter-in-law.

The business made a leap from park to home center in 1952, when the first mobile home was sold. This aspect of the business has also evolved, and Fonk's Home Center now offers a wide choice to the home buyer, including single-wide, called manufactured homes, double-wide (sectionals), and even a two-story Cape Cod. In many cases, homes are sold for placement on private lots. Foundation work is then sub-contracted.

"People are still calling them trailers," said Janice Fonk, "but the only thing that can pull them now are the huge trucks."

Richard Fonk Sr. died in 1979 and the business was turned over to his five children. Richard Jr. and his wife, Janice, purchased the family business from their siblings in 1987.

March 28

WANDA HALL FONK

SOUTHERN LAKES MEDIA
P.O. Box 437
140 COMMERCE ST
DURLINGTON, WI,
53105

MOBILE HOME PARK BEING DEVELOPED - IN CT LINE

April 13, 2001

DEPT. OF COMMERCE
P. O. BOX 2689
MADISON, WI. 53701-2689

Dear Mr. Robert DuPont:

I'm enclosing a few pages of information showing the problems and repairs done by the manufacturer's and dealer's work crews/sub-contractors of my first, brand new 1998, paid for in cash (\$41,445.82), defective, doublewide manufactured home. This has been the condition since the day I moved in on December 26, 1998 to date.

Some documents prove violations of HUD code; violations of Wisconsin State Building, Plumbing, and Electrical Codes; and violation of Realty Disclosure Laws (besides being breach of contract). This all adds up to negligence and professional and consumer fraud. There is also proof of harassment, forgery, theft, and a lawsuit threat from the dealer's attorney.

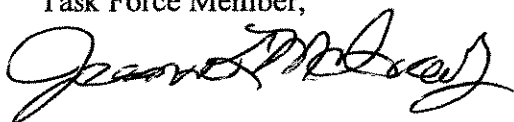
The enclosed appraisal, inspection, and indoor pressure test reports, along with repair estimates and service calls, show just how bad this home really is.

My letters and remarks show my amazement, frustration, anger, despair, and outrage at the people and agencies who caused this two-year-three-month-old financial, emotional, and physical ordeal for me.

This information has elicited little or no positive action from the Wisconsin Department of Administration (the old Mobile Home program), the Wisconsin Department of Commerce (Division of Safety and Buildings), the Wisconsin DATCP, and the Milwaukee and Washington, D.C. HUD. The same goes for City, County, State, and Federal Government officials. Even the park owner and my homeowner insurance company feel I have nothing to complain about.

The enclosed 2001 tax bill shows the Net Fair Market Value of this ten-times-repaired home to be \$11,800.00. Note the assessor's remark in the margin. Why not come up and see what he saw, maybe the way I'm forced to live will persuade you to help me.

Task Force Member,



Jeanne L. McGrady

P.S. I have all the insulation the manufacturer used around my ten windows and front entrance door. It is called "great stuff" and the entire amount doesn't fill a lunch bag, let alone keep northern Wisconsin winters at bay. Somehow the manufacturer forgot to use any form of insulation around my two other exterior doors.

0 WAS SENT TO ME BY GARY EKEZ, DIVISION
4 + BLDG. ON 6-99. NOTICE THE DATES ON
- ALSO, ON 7-99 A STATE BUILDING INSPECTOR, A
VC MANUFACTURER, GARY FONK AND I MET AT THIS
TIME OF MY MANY PROBLEMS WITH IT. GARY FONK
HAD SIGNATURE BESIDES ALLOWING THE INSPECTOR
THE MANUFACTURER FOR THE PROBLEMS DUE TO HIS
SET-UP. ALSO, THESE THREE MEN READ THIS INFO BUT
DO NOT THINK PROFESSIONAL AND CONSUMER FRAUD
OF THE MANUFACTURER AND THE DEALER WAS WRONG!!
STATE GOVERNMENT CONDONED THIS TRAGEDY
THE BUYERS. SICKENING, ISN'T IT?

WARRANTY SERVICE ORDER



Customer Service Department
 105 14th Street • P.O. Box 630 • Middlebury, Indiana 46540
 (888) 800-2212 • FAX (219) 848-1730

Service Work Order # 89132
 Serial # WD401261
 Part Order # 72176
 Printed 1 Page 1 OF 2

DEALER

HOME OWNER

FONKS HOME CENTER, INC.
 5035 SCHOEN ROAD
 UNION GROVE, WI 53182

JEANIE MC GRADY
 1415 N. MINNOW RD. #27
 PHILLIPS, WI 5455

FOURTH CREW

TELEPHONE NUMBER (715) 339-4600

REQUESTED BY	OWNERS HOME PHONE NUMBER	WORK
STATE <i>12-14-98</i>	(715) 339-4225	
CLAIM DATE	PURCHASE DATE	DATE OF MFG.
10/07/99	09/28/98	* 05/05/98
SERVICE REPRESENTATIVE	CONTRACTOR	SERVICE TECHNICIAN
CRYSTAL REED		

ITEM DESCRIPTION	HOURS	INITIALS
FRAMING-DECKING / LOOSE / REPAIR COMMENTS FOLLOW-UP: <i>NEVER FIXED</i> LOCATION: M/BDRM, F/R, KIT		
FRAMING-JOISTS / BOWED / REPAIR COMMENTS FOLLOW-UP: <i>NEVER FIXED</i> LOCATION: M/BDRM, F/R, KIT		
FLOOR COVERINGS-LINOLIUM / DAMAGED FROM REPAIR / REPLACE COMMENTS DAMAGED FROM REPAIRS PREV. FOLLOW-UP: <i>THEY TORE OUT ENTIRE KITCHEN/DINING AREA TO PUT DOWN NEW LINOLEUM</i> LOCATION: KIT, U/T ROOM		
DOORS-EXTERIOR FRONT / AIR INFILTRATION / REPAIR COMMENTS FOLLOW-UP: <i>NEVER FIXED</i> LOCATION: T/O DOORS AND WINDOW <i>T/O MEANS "THROUGHOUT"</i>		
TRIM-MOLDING / MISSING / INSTALL COMMENTS <i>WRONG SIZE TRIM TO</i> FOLLOW-UP: <i>BEGIN WITH -</i> LOCATION: UNDER BDRM WINDOW		
EXTERIOR-UNDERBELLY / CUT / REPAIR COMMENTS FOLLOW-UP: <i>NEVER FIXED</i> LOCATION: UNDER HOME		
EXTERIOR-SIDING / BROKEN / REPAIR COMMENTS FOLLOW-UP: LOCATION: ENTRY DOOR		<i>H + H CREW</i>
DOORS-THRESHHOLD / BROKEN / REPLACE COMMENTS FOLLOW-UP: LOCATION: FRONT DOOR		

Crew completed work for...

I DO NOT RELEASE FOUR SEASONS FROM FURTHER CLAIMS

START	FINISH	COMPLETION DATE	CLAIM #
		10/26/99	
TECHNICIAN	SIGNATURE		
Jeff Stone	<i>[Signature]</i>		

THE ABOVE WORK HAS BEEN COMPLETED TO MY SATISFACTION, HEREBY RELEASING FOUR SEASONS HOUSING, INC. FROM ANY FURTHER CLAIMS.

HOME OWNERS SIGNATURE _____ DATE *10/26/99*



WARRANTY SERVICE ORDER

Customer Service Department
105 14th Street • P.O. Box 630 • Middlebury, Indiana 46540
(888) 800-2212 • FAX (219) 848-1730

Service Work Order # 89132
Serial # WB403261
Part Order # 72176
Printed 1 Page 2 OF 2

DEALER

FONKS HOME CENTER, INC.
5035 SCHOEN ROAD
UNION GROVE, WI 53182

HOME OWNER

JEANIE MC GRADY
1415 N. MINNOW RD. #27
PHILLIPS, WI 5455

TELEPHONE NUMBER (715) 339-4600

REQUESTED BY		OWNERS HOME PHONE NUMBER		WORK	
STATE 12-14-98		(715) 339-4225			
CLAIM DATE	PURCHASE DATE	DATE OF MFG.	MODEL #	PRODUCTION #	
10/07/99	09/28/98	05/05/98	WD4	BB997	
SERVICE REPRESENTATIVE		CONTRACTOR		SERVICE TECHNICIAN	
CRYSTAL REED					

ITEM DESCRIPTION	HOURS	INITIALS
<p>DRYWALL-CEILING / HAS HOLES / REPAIR COMMENTS LOCATION: EAST BDRM FOLLOW-UP:</p> <p>DRYWALL-INTERIOR WALL PANELS / CRACKED / REPLACE COMMENTS PARTIALLY REPLACED LOCATION: KIT. AND L/R FOLLOW-UP:</p> <p>DOORS-EXTERIOR FRONT / OUT OF SQUARE / SQUARE COMMENTS NEVER FIXED LOCATION: BOTH DOORS FOLLOW-UP:</p> <p>DOORS-INTERIOR / OUT OF SQUARE / SQUARE COMMENTS NEVER FIXED LOCATION: T/O AS NEEDED FOLLOW-UP:</p> <p>WINDOWS-COMPLETE / DAMAGED / REPAIR/REPLACE COMMENTS REPLACED ONE - LOCATION: M/BDRM AS NEEDED FOLLOW-UP: (KITCHEN/DINING AREA) MASTER BEORODY WINDOW WORKED ON BUT NOT FIXED</p>		

4th CREW

BATHROOM WALL PANEL BROKEN FROM 06-99 CREW. WHY ON EARTH DID THIS 4TH CREW TEAR OUT THE ENTIRE BATHROOM DOWN TO THE STUDS? WHEN I ASKED JEFF SLONE (CREW BOSS) WHY HE SAID PERRY MILLER TOLD HIM TO. I CAME HOME FROM WORK AND FOUND MY HOUSE TORN APART AGAIN. JIM LITVINOFF PARK OWNER, CAME OVER + SAW THE TERRIBLE STUFF. I TOLD HIM ABOUT 2 WEEK POWER OUTAGE CAUSED BY MIKE ZIEGELMEYER (FONK'S WORKER) AND LITVINOFF'S WORKER). LITVINOFF AND NO ANSWERS FOR ME AND LEFT IN A HURRY- S.O.B.!!

THEY FOUND A BROKEN WALL STUD, THEY REFUSED TO CAULK BETWEEN CEILING'S AND WALLS. ZIEGELMEYER HERR TRYING TO EXPLAIN TO CREW NOW HE WIRED NOISE. I WANTED TO PUNCH HIM IN THE FACE. HE LEFT REAL QUICK WHEN THE CREW HE SAW ME COME IN THE HOUSE.. LITVINOFF + HIM TALKING TO EACH OTHER OUTSIDE. THEY'RE BOTH CROOKS-

START	FINISH	COMPLETION DATE: 10' 26' 99
TECHNICIAN Jeff Slone		SIGNATURE Jeff Slone

THE ABOVE WORK HAS BEEN COMPLETED TO MY SATISFACTION, HEREBY RELEASING FOUR SEASONS HOUSING, INC. FROM ANY FURTHER CLAIMS
 HOME OWNER'S SIGNATURE Jeanie McGrady DATE 10/26/99

FOUR SEASONS
HOUSING
INC.

WARRANTY SERVICE ORDER

Customer Service Department
105 14th Street • P.O. Box 630 • Middlebury, Indiana 46540
(888) 800-2212 • FAX (219) 848-1730

Service Work Order # **85384**
Serial # **WD40126Y**
Part Order #
Printed **1** Page **1** OF **1**

DEALER
FONKS HOME CENTER, INC.
5035 SCHOEN ROAD
UNION GROVE, WI 53182

HOME OWNER
JEANIE MC GRADY
MINNOW LAKE RD.
PHILLIPS, WI 54555

(414) 878-1350

REQUESTED BY REWRITE		OWNERS HOME PHONE NUMBER 12-14-98 (715) 338-4225	WORK	
CLAIM DATE 03/30/99	PURCHASE DATE 09/28/98	DATE OF MFG. 05/05/98	MODEL # WD4	PRODUCTION # B8997
SERVICE REPRESENTATIVE ROBERT ROGERS		CONTRACTOR	SERVICE TECHNICIAN	

ITEM DESCRIPTION	HOURS	INITIALS
FRAMING JOISTS / BOWED / REPAIR COMMENTS: FOLLOW-UP: WINDOWS & RECEPTS / DRAFTY / REPAIR COMMENTS: 4-18-99 FOLLOW-UP: PAUL CAMILLE (BOSS OF CREW) ON PHONE TO WIFE 14 TIMES IN 2 DAYS. CREW REMOVED SIDING + FOUND MAJOR STRUCTURAL DAMAGE ON SOUTH WEST CORNERS OF HOUSE, THEY SAW NONCLOSURE OF MARRIAGE ENDS + 4" GAPS BETWEEN BLACKBOARD SECTIONS, THEY SAW THE 3 2'x4" HOLES IN BLACKBOARD THAT WAS FIXED BY THE 1ST. CREW WITH CAULK. THEY SUPPOSEDLY REPAIRED ENTIRE BLACKBOARD TO WALL STUDS WHICH SHOWED 1/4" - 1" GAPS. (GOD DAMN IT THIS HOUSE IS FALLING APART). CAMILLE CAULKED ONE L.R. WINDOW - HE BRAGGED ABOUT HOW HE + FONK SET UP THIS HOUSE. CREW + FONK LAUGHED WHEN THEY REMOVED MOLDING AROUND FRONT DOOR AND LOOKED DIRECTLY OUTSIDE. NOT FUNNY. - CAMILLE CAMILLE GIVES ME INSULATION TO STUFF BETWEEN WALL SEPARATIONS, JAYS HOUSE IS SETTLING. JAYS PERRY MILLER HAS PHOTOS. CAMILLE INSTALLS QUARTER ROUND IN HALF OF KITCHEN, JAYS HE'LL BE BACK IN 2 WEEKS, HE WORKS ON BOWED FLOOR JOISTS UNDER HOUSE, RELEVELS??? SHOW HIM ICE ON INSIDE OF EXTERIOR DOORS + HE JAYS IT'S FONK'S FAULT. WHY WON'T FONK FIX IT? I REFUSE TO SIGN THIS WORK/REPAIR ORDER, I DON'T BELIEVE CAMILLE FIXED ANYTHING. HE YELLS AT ME + REFUSES TO GIVE ME LIST OF WHAT HE DID. I'M IN BIG TROUBLE FONK CAME OVER + I TOLD HIM TO LEAVE - HE WAS LAUGHING	NEVER FIXED	
FRAMING JOISTS / BOWED / REPAIR COMMENTS: FOLLOW-UP: WINDOWS & RECEPTS / DRAFTY / REPAIR COMMENTS: 4-18-99 FOLLOW-UP: PAUL CAMILLE (BOSS OF CREW) ON PHONE TO WIFE 14 TIMES IN 2 DAYS. CREW REMOVED SIDING + FOUND MAJOR STRUCTURAL DAMAGE ON SOUTH WEST CORNERS OF HOUSE, THEY SAW NONCLOSURE OF MARRIAGE ENDS + 4" GAPS BETWEEN BLACKBOARD SECTIONS, THEY SAW THE 3 2'x4" HOLES IN BLACKBOARD THAT WAS FIXED BY THE 1ST. CREW WITH CAULK. THEY SUPPOSEDLY REPAIRED ENTIRE BLACKBOARD TO WALL STUDS WHICH SHOWED 1/4" - 1" GAPS. (GOD DAMN IT THIS HOUSE IS FALLING APART). CAMILLE CAULKED ONE L.R. WINDOW - HE BRAGGED ABOUT HOW HE + FONK SET UP THIS HOUSE. CREW + FONK LAUGHED WHEN THEY REMOVED MOLDING AROUND FRONT DOOR AND LOOKED DIRECTLY OUTSIDE. NOT FUNNY. - CAMILLE CAMILLE GIVES ME INSULATION TO STUFF BETWEEN WALL SEPARATIONS, JAYS HOUSE IS SETTLING. JAYS PERRY MILLER HAS PHOTOS. CAMILLE INSTALLS QUARTER ROUND IN HALF OF KITCHEN, JAYS HE'LL BE BACK IN 2 WEEKS, HE WORKS ON BOWED FLOOR JOISTS UNDER HOUSE, RELEVELS??? SHOW HIM ICE ON INSIDE OF EXTERIOR DOORS + HE JAYS IT'S FONK'S FAULT. WHY WON'T FONK FIX IT? I REFUSE TO SIGN THIS WORK/REPAIR ORDER, I DON'T BELIEVE CAMILLE FIXED ANYTHING. HE YELLS AT ME + REFUSES TO GIVE ME LIST OF WHAT HE DID. I'M IN BIG TROUBLE FONK CAME OVER + I TOLD HIM TO LEAVE - HE WAS LAUGHING	NEVER FIXED	

2 D.O. CREW
04-99

PERRY MILLER
SERVICE REP.

START	FINISH	COMPLETION DATE
TECHNICIAN	SIGNATURE	

THE ABOVE WORK HAS BEEN COMPLETED TO MY SATISFACTION, HEREBY RELEASING FOUR SEASONS HOUSING, INC. FROM ANY FURTHER CLAIMS.

CONTRACTOR DETERMINATIONS

DATE: 3-23-99 SERIAL #: WD401261

1 COMPLAINT: FLOOR BOWED DID NOT FIX

CAUSE: WARPED FLOOR JOIST

HOW REPAIRED: put in bridge beam + tightened with all-thread rod TIME: 2.5

2 COMPLAINT: FLOOR BLK SCUFF MARK

1ST CREW CAUSE: SCUFFED NOT SURE WHO DID IT

HOW REPAIRED: Wash + cleaned with Mister GREEN TIME: .25

3 COMPLAINT: WINDOWST RECEPTS/AIR FLOW DNF REPAIR

CAUSE: Lack of insulation + many holes OVER all of house that were not sealed at factory

HOW REPAIRED: removed panel/stime caulked + sealed holes added insulation replaced panels 13 different panels - Lots of trim + windows - 5 tubes caulk TIME: 1.5 hrs

4 COMPLAINT: DRAWER BROKEN DNF

CAUSE: SCREWS + DOOR SLIDE DNF OUT OF SQUARE

HOW REPAIRED: Re aligned door slides TIME: .25

4-1-99 I ASKED BOB ZICK HOW MUCH INSULATION HE SAID FOUR SEASONS SEELED HIM BECAUSE HE ORDERED R 5X. I ASKED HIM ABOUT THIS HE SAID FOUR SEASONS SEELED HIM BECAUSE HE ORDERED MORE IN 9-98 I ASKED HIM ABOUT THE INSULATION IN THE HOUSE + HE SAID HE ORDERED MORE FOR MY HOME BECAUSE OF THE WINTERS!!!
4-6-99 FLOOR SEPARATOR SAID HE DIDN'T!!!

THEY REMOVED WALL PANELS + FOUND 3 2'x4" HOLES IN BLACKBOARD (1 COMPLAINED TO FONK ABOUT ICE ON OUTLET SINCE 01-99) THEY REMOVED SIDING + FOUND NONCLOSURE OF MARRIAGE ENDS + 4" GAPS BETWEEN BLACKBOARD. THEY USED SEVERAL ROLLS OF INSULATION AND TONS OF CAULK JUST IN LIVINGROOM OUTSIDEWALL, KITCHEN/DINING AREA + PART OF FAMILY ROOM, THEY TOOK PHOTOS + I TOOK PHOTOS. THEY GAVE PHOTOS TO PERRY MILLER. HE'LL

D & D ENTERPRISES
P.O. BOX 148
MONGO, IN 46771

FONK CAME OVER + SAW THE BIG HOLES IN THE BLACKBOARD. HE SAID HE COULDN'T BELIEVE IT. SAID FOUR SEASONS TOLD HIM A

6-2-99 RECEIVED AT DOH

PLEASE TYPE OR PRINT

Your Name: **JEANNE L. MCGRADY**
Name of Person or Firm Your Complaint is Against: Park Dealer
GARY FONK - FONK'S HOME CENTER

Address: **1415 N. MINNOW LAKE RD. LOT 27**
Address: **1424 N. LAKE AVE - NGH413**

City: **PHILLIPS** Zip Code + 4: **54555** State: **WISC.**
City: **PHILLIPS** Zip Code + 4: **54555** State: **WISC.**

Home Phone (area code): **715-339-4225** Hours you may be reached at home: **DAY & NIGHTS**
Phone (area code): **715-339-4600**

Work Phone (area code): _____ Hours you may be reached at work: _____
Have you told this person or firm about your complaint? No Yes, Whom?

May we send a copy of your written complaint to the person or company you wish to report? **YES**
If this complaint results in a hearing, would you be willing to testify in this matter?
 No Yes

List any other agency, legal firm or mediation service that has been contacted.
DEPT. OF COMMERCE - BUILDING CODES - GARY
Is a court action pending?
 No Yes

DEALER COMPLAINTS **SAFETY & EGRESS BUILDING DIVISION**

Was this mobile home Leased Purchased, Did you sign a purchase contract? No Yes, Date of Purchase: **12-14-98 - PAID IN FULL**

Was this mobile home purchased as New Used Demo
If used, was a used mobile home disclosure label displayed?
 No Yes, Were you given a copy? No Yes

How was this mobile home sold?
 As is Manufacturer Warranty Dealer Warranty Service Contract, Coverage duration _____ Years

PARK COMPLAINTS

Do you own or rent this home? Own Rent
Water Source Private (well) Public
Septic Source Private Public

What do you think would be a fair solution? **GIVE ME BACK MY MONEY**

Explain the entire circumstances about your complaint **ATTACHED IS MY LETTER**

If more space is required, use reverse side or attach additional pages
Attach legible photo copies or originals of any pertinent sales contracts, disclosure labels, Application for Title/Registration for MV1, repair bills, warranty documents and finance contracts.

For Mobile Home Program Use
First Contacted By/Date

Complainant Signature _____ Date _____

Jun-23-99 11:24A

P.22

WARRANTY SERVICE ORDER

SONS

Customer Service Department
105 14th Street • P.O. Box 830 • Middlebury, Indiana 46540
(888) 800-2212 • FAX (219) 848-1730

Service Work Order # **WD40126**
Serial # **65133**
Part Order # **2** OF **2**
Printed Page

SONS HOME CENTER, INC.
5035 SCHOEN ROAD
UNION GROVE, WI 53182
(414) 878-1350

HOME OWNER
JEANIE MC GRADY
MINNOW LAKE ROAD
PHILLIPS, WI 54555

TELEPHONE NUMBER	REGISTERED STATE OF WISCONSIN	OWNER'S PHONE NUMBER	WORK
DATE 06/03/99	PURCHASE DATE 09/28/98	DATE 05/05/98	MOD # 4
SERVICE TECHNICIAN		CONTRACTOR	

ITEM DESCRIPTION | **HOURS** | **INITIALS**

DECOR MIRRORS / MARRED / REPLACE ✓
 COMMENTS: LOCATION: #2 BATH **FIXED**
 FOLLOW-UP:

DOORS-HANDLES / BROKEN / REPLACE ✓
 COMMENTS: **BEDROOM DOOR KNOB** LOCATION: M/BR
 FOLLOW-UP: **FELL OUT OF DOOR + INTO HAND OF WORKER**

DECOR-BLINDS / BROKEN / REPLACE
 COMMENTS: **DID NOT HAVE** LOCATION: M/BR
 FOLLOW-UP:

THEY PULLED WET INSULATION FROM BELLY PLASTIC UNDER
 WHEN WORKING ON BOWED FLOOR JOISTS, THEY SAY IT'S NO
 BIG DEAL-ARE THEY NUTS??? THEY BROKE BATHROOM WALL
 PANEL TRYING TO FIX BULGING WALL OUTLET, THEY TAPED PANEL
 WITH ELECTRICAL TAPE, THEY FIXED BULGING WALL OUTLET IN KITCHEN.
 WHY IS THIS STUFF BULGING? JEROD STARES AT MY CHEST !!! JCKY

3RD CREW

I NEVER HEARD FROM DOOR VENDOR
FONK'S REFUSED TO FIX
 01-01
DOOR STILL WON'T STAY CLOSED

dealer is responsible for adjusting int. doors, bent storm door and metal strapping that they bolted to third ext door--third door turned into vendor on claim-light shining thru--thank you

DUNFEL ENTERPRISES, INC.
PO BOX 148
MELNGO, IN 46771
317-347-2666

APPT. 2:30pm 10:30am	FINISH 9:00pm 9:30pm	COMPLETION DATE: 06/08/1999 06/09/1999
TECHNICIAN James Barnham	OWNER'S SIGNATURE Paul Brand	
HOME OWNER'S SIGNATURE Jeanie McGrady		DATE 06/09/1999

CLOSED FILE COPY

Jun-23-99 11:23A



Customer Service Department
105 14th Street • P.O. Box 830 • Middlebury, Indiana 46540
(888) 800-2212 • FAX (219) 848-1730

Serial # 65133
Part Order # 1
Page 2
Printed

DEALER'S HOME CENTER, INC.
5035 SCHOEN ROAD
UNION GROVE, WI 53182
(414) 878-1950

HOME OWNER GRADY
MINNOW LAKE ROAD
PHILLIPS, WI 54555

*Grady
715 339 4600*

715 339 4225

HOT!

TELEPHONE NUMBER REGISTERED BY STATE OF WISCONSIN	OWNER'S HOME ID NUMBER	WORK	
CLAIM DATE 03/99 <i>06-03-99</i>	PURCHASE DATE 07/98	DATE OF MFG/DY 03	PRODUCTION #
SERVICES REPRESENTATIVE'S	CONTRACTOR	SERVICE TECHNICIAN	
ITEM DESCRIPTION:			HOURS AND INITIALS
FRAMING-DECKING / SQUEAKS / REPAIR ✓ COMMENTS: FOLLOW-UP:			<i>2.0</i>
FRAMING-DECKING / NOT LEVEL / REPAIR ✓ COMMENTS: FOLLOW-UP:			<i>4.0+ 2.0</i>
FLOOR COVERINGS-LINOLIUM / CUT TOO SHORT / REPAIR ✓ DID NOT FIX COMMENTS: <i>THEY CRACKED FLOORING</i> LOCATION: KITCHEN / DINING ROOM FOLLOW-UP: <i>WHEN WORKING ON BOWED FLOOR JOISTS</i>			<i>4.0</i>
FRAMING-JOISTS / BOWED / REPAIR ✓ COMMENTS: <i>need wall panel</i> LOCATION: @ #2 BATH SWITCH FOLLOW-UP:			<i>2.0</i>
DRYWALL-INTERIOR WALL PANELS / LOOSE / REPAIR ✓ NEVER FIXED COMMENTS: FOLLOW-UP: LOCATION: UNDER KITCHEN SINK C			<i>2.0</i>
FLOOR COVERINGS-CARPETS / DEBRIS UNDER / REMOVE ✓ NEVER FIXED COMMENTS: <i>JAYS MY CATS LIFTED UP</i> LOCATION: @ M/BA DOORWAY FOLLOW-UP: <i>CARPET AT MARRIAGE WALL + SEPARATED THE FLOORING</i>			<i>1.1</i>
WINDOWS-SKYLIGHTS / FILM NOT REMOVED / REPLACE ✓ COMMENTS: *FILM BAKED ON FROM SUN LOCATION: M/BATH FOLLOW-UP:			<i>1.0</i>
LAMINATE-COUNTERTOPS / NO CAULK / REPAIR ✓ ONE BIG MEET COMMENTS: <i>Already repaired</i> LOCATION: KITCHEN & BOTH BATHS FOLLOW-UP: <i>3RD CREW</i>			<i>1.50</i>
dealer is responsible for adjusting int. doors, bent storm door, and metal stripping that they nailed to third ext. door--third door turned into vendor on claim--light shining thru--Lahrik you			
COMMENTS			
<i>my HVAC time 6-8-99</i>			
START <i>2:30pm</i>	FINISH <i>9:00pm</i>	WARRANTY IN 08/99	DATE <i>06 09 1999</i>
TECHNICIAN'S SIGNATURE <i>James Branham</i>		SIGNATURE <i>Grady</i>	
THIS APPROVE WORK HAS BEEN COMPLETED TO MY SATISFACTION, HEREBY RELEASING FOUR SEASONS HOUSING, INC. FROM ANY FURTHER CLAIMS.			
HOME OWNER SIGNATURE <i>Grady</i>		DATE <i>06 10 1999</i>	
CLOSED FILE COPY			

Parts Order



Customer Service Department
 105 14th Street • P.O. Box 630 • Middlebury, Indiana 46549
 Phone: (888) 800-2212 • FAX: (219) 848-1676

Part Order # 55133
 Serial # WD401261
 Work Order # 85844
 Printed 1 1 OF 1

Ship To:
FONKS HOME CENTER, INC.
 5035 SCHOEN ROAD
 UNION GROVE, WI 53182

Invoice To:
FONKS HOME CENTER, INC.
 5035 SCHOEN ROAD
 UNION GROVE, WI 53182
 Telephone Number (414) 878-1350

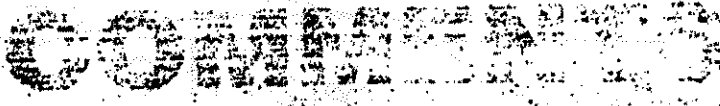
DATE	06/03/99	REQUESTED BY	STATE OF WISCONSIN	SHIP VIA	SWO
------	----------	--------------	--------------------	----------	-----

CUSTOMER NAME	MC GRADY	SERVICE REP.	BECKY ROBERTS	PROD #	85997
---------------	----------	--------------	---------------	--------	-------

QUANTITY ORDERED	PART #	DESCRIPTION	UNITS	QUANTITY SHIPPED	TERMS	EXT.
* 25	1790	UNDERBELLY, 176" (FOLDED)	LINEAL F		WAR	0.00
* 2	2018	2" BLACK TAPE (#PT-223)	ROLLS		WAR	0.00
* 28	240	LINOLIUM, 69491- P15 (WW)	LINEAL F		WAR	0.00
* 10	2854	1/4 ROUND TRIM (#109)	EACH		WAR	0.00
* 2	5366	4' X 9' TRIXY SEASON (PANEL)	EACH		WAR	0.00
* 4	5412	9' TRIXY SEASON (BATTEN)	EACH		WAR	0.00
* 1	2808	1/4X4X8 2 SIDED (OAK PANEL)	EACH		WAR	0.00
* 1	696	CARPET SEAM TAPE	ROLLS		WAR	0.00
* 1	7062	24X24 SKYLIGHT (NEW SOLB)	EACH		WAR	0.00
* 1	6528	OC SUPREME BROWN (25 YEAR)	BUNDLE		WAR	0.00
* 2	992	SHINGLE, GRUNDY STICK	TUBE		WAR	0.00
* 2	1898	WHITE CAULK	TUBE		WAR	0.00
* 1	260	MIRROR (24" X 36") FLAT (WW)	EACH		WAR	0.00
* 6	6514	MIRROR CLIPS PLASTIC (FLAT MIRR.)	EACH		WAR	0.00
* 1	2028	PRIVACY LOCKSET (#L-13830)	EACH		WAR	0.00
* 1	658	29X64, MINI-BLIND (WHITE)	EACH		WAR	0.00

11 99
 ITEMS WITH (*) WERE NEVER
 INSTALLED IN THIS HOME -
 FONKS KEPT ALL OF IT EXCEPT
 FOR SKYLIGHT. ~~2~~ + 4 TH. CREW
 BROUGHT THEIR OWN STUFF.
 3RD CREW DID NOT HAVE PARTS
 TO FIX PROBLEMS BECAUSE
 OF FONK
 ——— YOU CROOK ———

TOTAL: 0.00



SHIPPED BY:	SHIPPED VIA:	DATE:
DRIVER:		DATE:
DEALER:		DATE:

SHIPPER

Jun-23-99 11:18A

P. 15



WARRANTY SERVICE ORDER

Customer Service Department
105 14th Street • P.O. Box 530 • Middlebury, Indiana 46540
(888) 600-2212 • FAX (219) 848-1730

Service Work Order # 84518
Serial # WD401261
Part Order # 59434
Printed 1 Page 1 of 1

DEALER
FONKS HOME CENTER, INC.
5035 SCHOEN ROAD
UNION GROVE, WI 53182

HOME OWNER
JEANIE MC GRADY
MINNOW LAKE RD
PHILLIPS, WI 54555

TELEPHONE NUMBER (715) 339-4600

Requested by: DLR
Owner's Home Phone Number: (715) 339-4225
Work:
Item Date: 02/19/99
Purchase Date: 09/28/98
Date of Mfg: 06/05/98
Model #: WD4
Production #: BB997
Service Representative: DAN ROBINSON
Contractor:
Service Technician:

Table with columns: ITEM DESCRIPTION, LOCATION, HOURS, INITIALS.
Row 1: FLOOR / BOWED / REPAIR, COMMENTS, FOLLOW-UP, LOCATION: KITCHEN, ok J.M.
Row 2: FLOOR / BLK. SCUFF MARK / REPAIR, COMMENTS: CAN'T REMOVE, FOLLOW-UP, LOCATION: KITCHEN, ok J.M.
Row 3: WINDOWS & RECEPTS / AIR FLOW / REPAIR, COMMENTS, FOLLOW-UP, LOCATION: T/O HOME NEEDS 2-3 DAYS MORE REPAIRS.
Row 4: DRAWER / BROKEN / REPAIR, COMMENTS, FOLLOW-UP: EARLY '99, LOCATION: KITCHEN, ok J.M.

I GAVE GARY LONG LIST OF PROBLEMS THAT HE SAW HIMSELF, HE GAVE IT TO FOUR SEASONS SERVICE DEPT. SAID PROBLEMS WERE FOUR SEASONS FAULT. THEY BETTER FIX THIS STUFF!

3-23-99 - DON + ZACK PULLED OUT WALL PANELS - L.R., FAMILY ROOM, KITCHEN DINING, FOUND 3 2'x4" HOLES IN BLACKBOARD, SEPARATIONS OF 1/4"-1" BETWEEN WALL STUDS & BLACKBOARD, WORKED UNDER HOUSE ON FLOOR JOISTS. ADDED INSULATION + CAULK BETWEEN WALLS.
3-24-99 THEY TOOK SIDING OFF EAST END AND SAW NO CLOSURE OF MARRIAGE END. THEY TOOK SIDING OFF FRONT OF HOUSE + SAW 3"-4" GAPS BETWEEN BLACKBOARD. TOOK PICTURES TO GIVE TO PERRY MILLER. HE CALLED + SAID THEY WERE TAKING TOO LONG TO FIX STUFF. SAID ANOTHER CREW WAS GOING TO COME NEXT WEEK TO FIX HOUSE - DON'T LIKE PERRY MILLER! / VERY SNOTTY

D & D ENTERPRISES
P.O. BOX 148
MONGO, IN 46771

IT CREW
GARY SAW HOLES + COULDN'T BELIEVE IT. SAID HE NEVER SAW ANYTHING LIKE THIS.
8:00 AM - 7:00 PM
already out w/ Pauler

START: 9:00 AM, FINISH: 4:00 PM, COMPLETION DATE: 3-24-99
TECHNICIAN: DON ELAVSKY, SIGNATURE: Don Elavsky

THE ABOVE WORK HAS BEEN COMPLETED TO MY SATISFACTION. I HEREBY RELEASE FOUR SEASONS HOUSING, INC. FROM ANY FURTHER CLAIMS.
3 24 99

Jun-23-99 11:26A

P. 24

Warranty Service Order

Seasons Housing, Inc.
BOX 630 • MIDDLEBURY, IN 48540

SWO #: WD40261
PARTS #:
DATE: 06/08-06/09

DEALER: _____ CUSTOMER NAME: MCGAHEY
 ADDRESS: _____ ADDRESS: MINNOW LAKE ROAD
 CITY: _____ CITY: PHILLIPS
 STATE: _____ ZIP: _____ STATE: WI ZIP: 54555
 PHONE: () _____ PURCHASE DATE: 1/28/98
 MODEL #: _____ SERIAL #: _____ PHONE: (715) 339 4225

REPAIR REQUESTED:

1. Framing Deck Squares - M/BR F/R #2 BR #3 BR (LIED) 2nd
put in Stop squares NEVER FIXED
2. Framing Decking NOT Level - Kitchen NEVER FIXED
Rechecked Floor and Rebraced
3. Floor covering too short - fixed when floor was laid
(LIED)
4. Framing Joist bowed #2 bath - needs new wall
panel ANOTHER BOWED FLOOR JOIST + NOT
5. Drywall panel loose - secured panel FIXED
6. Floor covering under M/BR doorway -
could NOT locate - 7 CATS living in home (LIED)
7. Skylight Film Baked out - I installed new skylight
BLAMED MY CATS FOR MARRIAGE FLOOR SEPARATION -
8. Laminated Counter Top not caulked - caulked when needed
ANOTHER MESS
9. Door misaligned - I installed new misalign
10. Door Handles broke - Replaced Door Handles
BEDROOM HANDLE/KNOB - FELL INTO HAND OF WORKER
11. Door Hinges broke - did not fix.
12. _____ 3RD CREW

SERVICE MGR. COMMENTS: _____

THE ABOVE WORK HAS BEEN COMPLETED TO MY SATISFACTION, HEREBY RELEASING FOUR SEASONS HOUSING, INC. FROM ANY FURTHER CLAIMS.

HOME OWNER: _____ DATE: _____

SERVICEMAN: _____ DATE: _____

P 27⁵⁷ DIDN'T REPLUG FREEZER DENT PRONGS!
 ACCEPTABLE UPSIDE DOWN - I'M USING EXTENSION CORD
 HALLWAY - MISSING SWITCH PLATE
 Warranty Service Order FUNK'S SVO # [REDACTED] REPLUGGERS
 Four Seasons Housing, Inc. PARTS # [REDACTED]
 P.O. BOX 630 • MIDDLEBURY, IN 46540
 SECOND BATH - LIGHT FIXTURE HANGING FROM CEILING
 DATE: 10-28-99
 TIME: 2:00 P.M.

DEALER: Funks Home Center INC CUSTOMER NAME: JEANIE McGRADY
 ADDRESS: 5035 SCHOEN Road ADDRESS: 1415 minnow Rd #27
 CITY: UNION GROVE WIS CITY: PHILLIPS, WI 53155
 STATE: WI ZIP: 53182 STATE: WI ZIP 53182
 PHONE: (715) 339-4600 PURCHASE DATE: 9/28/98
 MODEL #: WD4 SERIAL #: 401261 PHONE: (715) 339-4225
 REPAIR REQUESTED: DUCT WORK UNDER LVR. - 1 SECTION LOOSE.

- CP1. added INSULATION around ent: Re perimeter - LIRD
 MASTER TUB - CARPET NOT RETACKED - NEW JOCKEYS!
 - P2. Sealed up all Duct work Throughout house
 2ND BED ROOM CLOSET DOOR - RUBS
 - P3. added wire for Dead outlet in wall. - 2ND BATH
 STORM/SCREEN DOOR - NOT REPAIRED OR REPLACED
 - CP4. heaved counters in house KITCHEN ONLY
~~called CRYSTAL REED - 10:30 A.M. DID NOT RETURN CALL~~
 - CP5. changed Panels Throughout house there were not.
 ONLY 1 VENETIAN BLIND HOLDER REPLACED NONE
 - P6. Recaulked ~~shower~~ counters REPLACED
 1 SHOWER + 1 COUNTER
 - CP7. upgraded all window and door casing.
 NEVER REPLACED BOWED WINDOW BLINDS
 - P8. Replaced exterior siding - IN AREAS? I DIDN'T SEE
 ANYTHING DIFFERENT 2 EXTERIOR DOORS NOT REPLACED
 - CP9. Resquare 4 windows and sealed inside and out
 NEVER RESQUARED WINDOWS SEALED ONLY PARTS OF INSIDE
 AND OUTSIDE WITH CAULK?
 - CP10. Replaced all window JAMBS.
 DID NOT REPLACE JAMBS. ONLY REPLACED HOLDING
 - CP11. Reheaved floor and Toilet in master Bath. NOW, MORE
 BOWED FLOOR JOISTS - NEVER FIXED BELLY PLASTIC
 - CP12. added Boarder to Family Room 4TH CREW
 ONE SECTION UPSIDE DOWN -
- THEY FINISHED QUARTER ROUND JOB IN KITCHEN FROM 4-99

SERVICE MGR. COMMENTS:
 I DO NOT RELEASE FOUR SEASONS FROM FURTHER CLAIMS

THE ABOVE WORK HAS BEEN COMPLETED TO MY SATISFACTION, HEREBY RELEASING FOUR SEASONS HOUSING, INC. FROM ANY FURTHER CLAIMS.

HOME OWNER: 4TH CREW DATE: 10-26-99
 SERVICEMAN: [Signature] DATE: 10-26-99



SAFETY AND BUILDINGS DIVISION
P. O. BOX 88
Pelican Lake, WI Sc. 54463

Tommy G. Thompson, Governor
William J. McCoshen, Secretary

Date: 8/18/99

Name Gary Fonk (Fonks Home Center)
Address 1424 N. Lake Ave.
City, State, Zip Phillips, WI 54555
Owner Name Gary Fonk
Address (same as above)
City, State, Zip Phone: (715) 339-4600

Site ID No.: NA
SITE NAME and ADDRESS

Ridgewood Estates mobil home park-owner Jim Litvenoff
Jeanny McGrady Mobil Home #27 (715)339-2945
1515 N. Minnow Lake rd..
Phillips, WI 54555
Phone: (715) 339-4225

Regulated Objects:

Description: NA

Object Type: NA

Regulated Object #'s: NA Inspection Date: 8/17/99

COMPLIANCE DATE: SEPT. 20 1999

INVESTIGATION NOTES:

This DEPARTMENT ORDER is issued as a result of an inspection on the above referenced site.

The following violations were revealed:

1. Approved hangers shall be installed at 4 foot intervals to serve the horizontal building drain piping located between the mobil home waste connection and the sewer riser connector as per Comm. 82.60 Table 82.60 of the WI Adm. Code.
2. Approved hangers shall be installed at 6 foot intervals to serve the horizontal water distribution piping located between the mobil home water distribution pipe main connector and the water service riser as per Comm. 82.6 Table 82.60 of the WI Adm. Code.
3. The water distribution piping shall be increased to a minimum of 3/4 inch inside diameter from the meter to the mobil home water distribution pipe main connector as per Comm. 82.40 (7) of the WI Adm. Code.
4. Approved water distribution piping materials shall be installed in the above noted violation number 3 as per Comm. 84.30 Table 9 of the WI Adm. Code.
5. An approved adapter shall be installed to make the transition joint between the horizontal building drain and the sewer riser pipe as per Comm. 84.40(17) of the WI Adm. Code.
6. The violations SHALL be corrected by a DULY LICENSED MASTER PLUMBER, hired at YOUR expense or before the above noted compliance date of Sept. 20 1999. Failure to make these corrections in a timely manner may result in possible court action pursuant to s. 101.02(13), Stats., with forfeitures ranging from \$10 to \$100 EACH OFFENSE, EACH DAY the violations persist!

If you have any questions regarding this matter, please feel free to contact me at (715) 487-6123.

Sincerely, Donald M. Oremus

CC: Jeanny McGrady (mobil home owner where violations exist)
Jim Litvenoff (mobil home park owner)
Stacy Dehne (Price Co. Zoning Administrator)

FONK TOLD OREMUS THAT NEITHER HE NOR HIS FATHER, RICHARD FONK JR., EVER HEARD OF A STATE PLUMBING CODE, IMAGINE THAT, A REPUTABLE 50-YEAR-OLD FAMILY BUSINESS NOT KNOWING STATE CODES -

WANDA FUNK TRIED TO KEEP MY CHECK + MY TITLE!!

ATTEMPTED FRAUD

PAID IN FULL \$ 39,945.82 12-14-98

CASHIER CHECK # 115458

MOBILE HOME PURCHASE CONTRACT THIS IS AN OFFER TO PURCHASE THAT, IF ACCEPTED BY THE RETAILER OR HIS AUTHORIZED AGENT, WILL BE CONTRACT FOR THE PURCHASE OF A MANUFACTURED OR MOBILE HOME (HEREINAFTER DESCRIBED) AND REFERRED TO AS "HOME" IN THIS CONTRACT. THE BUYER'S OBLIGATION TO PAY FOR THE HOME IS AUTOMATICALLY FORWARDED WITH ACCEPTANCE OF DELIVERY OF THE HOME. THE BUYER'S OBLIGATION TO PAY FOR THE HOME IS AUTOMATICALLY FORWARDED WITH ACCEPTANCE OF DELIVERY OF THE HOME. THE BUYER'S OBLIGATION TO PAY FOR THE HOME IS AUTOMATICALLY FORWARDED WITH ACCEPTANCE OF DELIVERY OF THE HOME.

NAME: Wanda Funk
 ADDRESS: 1101 E. GLENN AVE. #101
 CITY, STATE, ZIP: PHILLIPS, MISSISSIPPI 39365
 PHONE NO: (715) 339-4800

SALESPERSON'S NAME: Wanda Funk
 SALES REPRESENTATIVE'S NAME: Wanda Funk
 SALES REPRESENTATIVE'S PHONE NO: 339-4800

STOCK NO: 1101 E. GLENN AVE. #101
 ORDER DATE: 12/14/98

BUYER'S NAME: Wanda Funk
 COUNTY: IT
 ZIP: 60084

ADDRESS: 1017 Seasons Mc Graw
 ADDRESS: 2475 S. 11th St
 ADDRESS: 1017 Seasons Mc Graw
 ADDRESS: 2475 S. 11th St

OFFER TO PURCHASE THE BELOW DESCRIBED: NEW HOME USED HOME UNDER TERMS AS CONTAINED HEREIN

MAKE: Four Seasons MODEL: Westwood W04 YEAR: 98 VIN: 28X160 WID413161

TRADE-IN: None

WARRANTIES AND/OR REPRESENTATIONS: CHECK BOXES
 The undersigned hereby represents, warrants, and agrees that the above described mobile home is a new home, and is in good condition, and is free from all liens, claims, and encumbrances. The undersigned further represents, warrants, and agrees that the above described mobile home is a new home, and is in good condition, and is free from all liens, claims, and encumbrances. The undersigned further represents, warrants, and agrees that the above described mobile home is a new home, and is in good condition, and is free from all liens, claims, and encumbrances.

THE HOME IS COVERED BY THE MANUFACTURER'S NEW HOME WARRANTY. THE SELLING RETAILER HAS NOT DETERMINED WHETHER THE MANUFACTURER SHALL HONOR ANY REMAINING NEW HOME WARRANTY ON THIS HOME AND THE BUYER NOT THE SELLER, ASSUMES THE RISK THAT NO NEW HOME WARRANTY MAY BE APPLICABLE.

OTHER CONDITIONS OF THE SALE: Washer & Drier included. Please cable outlets installed. Freezer outlet installed.

ANTICIPATED DELIVERY DATE: Nov 14, 98 ON DATE BEFORE DELIVERY.

IF THE MANUFACTURED HOME ORDERED BY THE PURCHASER IS NOT DELIVERED BY THE ANTICIPATED DELIVERY DATE, THE PURCHASER SHALL BE ENTITLED TO A CASH REFUND OF THE PURCHASE PRICE. THE PURCHASER SHALL BE ENTITLED TO A CASH REFUND OF THE PURCHASE PRICE. THE PURCHASER SHALL BE ENTITLED TO A CASH REFUND OF THE PURCHASE PRICE.

THIS TRANSACTION IS SUBJECT TO FINANCING THROUGH CREDITOR OF PURCHASER'S CHOICE. PURCHASER MUST OBTAIN ACCEPTABLE FINANCING FROM RETAILER OR ELSEWHERE AND RETAILER MUST RECEIVE WRITTEN CONFIRMATION BY EITHER PARTY IN ACCORDANCE WITH PARAGRAPH 6 OF THE STANDARD CONTRACT.

THIS IS A CASH TRANSACTION. The purchaser is obligated to pay the balance due at the time of purchase. The purchaser is obligated to pay the balance due at the time of purchase. The purchaser is obligated to pay the balance due at the time of purchase.

USED HOME CONSIDERED/REGISTERED HOME
 PREVIOUS OWNER: None

CITY: PHILLIPS STATE: MISSISSIPPI ZIP: 39365

ON SITE SALE:
 If the home or purchaser is not satisfied by the Park Operator, home may be returned to the Park Operator. The Park Operator will be responsible for the return of the home and will be responsible for the return of the home. The Park Operator will be responsible for the return of the home and will be responsible for the return of the home.

PURCHASER'S SIGNATURE: Wanda Funk
 PURCHASER'S SIGNATURE: Wanda Funk
 ACCEPTED BY RETAILER OR AUTHORIZED AGENT: Wanda Funk
 AUTHORIZED SIGNATURE: Wanda Funk

DATE	SIGNED	TIME	AM	P.M.
DATE 9/28/98	SIGNED	TIME	AM	P.M.
DATE 9/28/98	SIGNED	TIME	AM	P.M.

1. TOTAL CASH PRICE: 39,945.82
 2. TRADE ALLOWANCE: None
 3. TRADE DIFFERENCE (1 less 2): None
 4. Financial Property: None
 5. TITLE LER, DOC, & TAX: None
 6. PHYSICAL DAMAGE INSURANCE: None
 7. OTHER: None
 8. BALANCE DUE TO: None
 9. SUB-TOTAL: 39,945.82
 10. LESS DOWN PAYMENT: None
 11. SUB-TOTAL: 39,945.82
 12. ON OTHER FINANCING: None
 13. DUE ON CLOSING: 39,945.82

ALSO, NONE OF THIS WAS INSTALLED WHEN I MOVED IN. BREACH OF CONTRACT

TITLE/REGISTRATION

OFFICE Processor Received - Date - Opened
LISE

**FINALLY RECEIVED
TITLE 4-17-99**

Amount Received, Document Number
Check Cash

A Application Type (check one) see instructions

Title Transfer
 Replacement Title
 Original Title
 Registration Change
 Salvage Title
 Title Only
 Check Also If RP

VEHICLE IDENTIFICATION NUMBER (Frame number of cycle/moped)
WD401261

Year: **1998** Make: **Westwind** Model: **WD4** Body Style: **3rd, 28th** Vehicle Type: **Mod. Hm.** Gross Weight: _____

PRINT Wisconsin License Plate Number to Transfer: _____
 Check box if plates transferred from Husband/Wife. License plates cannot be transferred between other family members. **▶ There is a \$4 license plate transfer fee if this vehicle is already titled in your name. See item "10" in section "E" below.**

Date First Operated this vehicle in Wis. as resident: _____
 Vehicle customarily kept in County: **Price** City: _____ Village: _____ Town: **Phillips** Registration Period: _____ Fleet Number: _____

B OWNER(S)

Last Name: **McGrady** First: **Jeanne** Middle Initial: _____
 Social Security # or Driver License # (if company owned, FEIN): **339.4218160** Area Code-Phone Number (between 7:30 to 5pm): **715.339.4020**

Street Address: **1415 N. Minnow Lake Rd.** City: **Phillips, WI** State: **WI** Zip: **54555**

IF LEASED VEHICLE: _____
 LESSEE Last Name: _____ First: _____ Middle Initial: _____
 Lessee Signature: **X** Area Code-Phone Number: _____
 Street: _____ City: _____ State: _____ Zip: _____

C

Vehicle Loan Information: _____
 List all SECURED PARTY NAME(S) (lienholders): **SHE ALSO NEVER SENT PART OF MY CHECK DATED 12-14-98 OR THIS TITLE APPLICATION ATTEMPTED FRAUD!!!**
 Address, City, State, Zip: _____ Secured Party Number: _____ Area Code-Phone Number: _____

D Vehicle Inspection

VEHICLE IDENTIFICATION NUMBER INSPECTION - Required for all motorized vehicles last titled in another state or country.

Vehicle Identification No. (Frame No. if Cycle) - must be taken from the vehicle: _____ Engine Number for ALL Cycles and Mopeds 1979 and earlier: _____

Vehicle Inspector Name (Authorized person completing inspection): _____
 I certify that the numbers on the vehicle described on this application are as shown above.

Employing Agency Name of Vehicle Inspection Officer, WI Dealership or Lienholder: _____
 (Signature of Person Inspecting This Vehicle): **X** (Date): _____

NOTE: A safety/equipment inspection, form MV4080, must be completed and signed by an authorized inspector for reconstructed, homemade or repaired salvage vehicles.

E Fee Computation

1. Full purchase price (vehicle described in section "A")	39,995.00	Tax Statement	Date Vehicle Purchased	Used	New	Date Delivered
2. Less trade-in allowance		Describe Vehicle	Year	Make	Vehicle Identification Number	
3. Amount subject to tax (line 1 minus line 2)		Trade-in				
4. Wisconsin Sales Tax (5% of line 3)	1439.82	If tax exempt, enter exemption code and reason (see instructions back of page 3)				
5. County Sales Tax if applicable (0.5% of line 3)		Licensed Dealer's Statement Wisconsin Dealer signature serves as evidence of application for title/registration and payment of fees.				
6. Brewers Stadium Tax if applicable (0.1% of line 3)		DEALER Name	Dealer Number			
7. Loan filing fee \$4		Funk's Home Center	MH0078			
8. Title Fee \$12.50 (replacement fee = \$8)	21.00	Required Title Brand (see instructions back of page 3)	Area Code - Phone Number			
9. Registration fee (see section "K")		<input type="checkbox"/> Flood Damage <input type="checkbox"/> Mr Buyback <input type="checkbox"/> Police Vehicle <input type="checkbox"/> Taxicab	715.339.4100			
Miscellaneous Fees		Dealer Signature	Date			
10. Municipal or County Wheel Tax if applicable		X Wanda Funk	1.26.99			
11. Plate transfer fee, if applicable = \$4 (See License Plate Number to Transfer in section "A")		Submit original Certificate of Title for this vehicle - not a copy.				
12. Intrastate (see section "K")		Submit Registration Fee or provide license plate number to transfer in section "A"				
13. Fast Service Fee \$4 (See Fast Service address back of page 3)		Any person who knowingly makes a false statement in an application for title may be punishable under s.342.08(2) Wis. Stats. by fines up to \$5000 or imprisonment up to five years or both.				
14. Walk-in Fee \$5		Certification - I certify with my signature that to the best of my knowledge the information and statements on this application are true and correct.				
15. Tire Fee (New Vehicle Only) #Tires * # Spares = _____ X \$2 = _____		COMMERCIAL CARRIERS - I further certify knowledge of applicable federal and state motor carrier safety rules, regulations, standards and orders, and declare that all operations will be conducted in compliance with such requirements.				

Make Check Payable To: REGISTRATION FEE TRUST
Mail To: WISCONSIN DEPT. OF TRANSPORTATION
P.O. BOX 7949, MADISON, WI 53707-7949

SIGN After both sides of this page are completed (OVER)

TOTAL DUE \$ 21.00
 Purchaser's Signature: **X Wanda Funk** (Date): _____
 Purchaser's Signature: **X Jeanne McGrady** (Date): _____

WANDA FUNK SIGNED MY NAME!
 3 - PURCHASER COPY (REMOVE TO SUBMIT WHITE ORIGINAL ONLY)



WISCONSIN
CERTIFICATE OF VEHICLE REGISTRATION
 LICENSE NUMBER VEHICLE IDENTIFICATION NUMBER

TITLE ONLY

WD401261

YEAR **1998** MAKE **WVYN** Body Style
 AMOUNT RECEIVED \$*****21.00

Gross Wt. VEHICLE TYPE
MBHM

Title No. Fleet Number
991079F052-0

This Registration Certificate is not a Title
 Not Valid for Transfer of Ownership

EXPIRES END OF
 Month Year

010939

REGISTERED TO:

MCGRADY JEANNE
 1415 N MINNOW LAKE RD LOT 27
 PHILLIPS WI 54555-6885
 |||

WISCONSIN CERTIFICATE OF TITLE FOR A VEHICLE
 DEPARTMENT OF TRANSPORTATION

VEHICLE IDENTIFICATION NUMBER WD401261	YEAR 1998	MAKE WVYN	BODY STYLE MBHM	VEHICLE TYPE (MOBILE HOME)	FLEET NUMBER
TITLE NUMBER 991079F052-0	DATE TITLE ISSUED 04/17/1999	THIS VEHICLE IS EXEMPT FROM ODOMETER DISCLOSURE			ODOMETER DATE
REGISTERED OWNERS					
MCGRADY JEANNE 1415 N MINNOW LAKE RD LOT 27 PHILLIPS, WI 54555					



SAFETY AND BUILDINGS DIVISION
Integrated Services
P. O. Box 2658
Madison, Wisconsin 53701-2658

Tommy G. Thompson, Governor
Brenda Blanchard, Secretary

April 6, 1999

Jeanne McGredy
1415 N. Minonow Lake Road
Lot 27
Phillips, WI 54555

In response to your inquiry, we have enclosed a Request for Assistance Form and related material. Please complete this form to provide us with essential information and the status of problems with your home. NOTE: If you fail to provide the requested information, our investigation of your problems may be delayed.

Please consider the following when completing the complaint form.

- 1). It is important you list the home's serial number(s) and its HUD label number(s). Data plates are located in every new manufactured home. The data plate lists the manufacturer's name and address, date of manufacture, HUD label numbers, serial number, and other data regarding the design of your home. The data plate is generally located in the home near the furnace, electrical panel box, utility room, bedroom closet wall, or inside a kitchen cabinet.
- 2). Include your date of purchase and in reference to PART C, provide the name and address of the dealership that is on your contract, regardless of whether the dealership is still in business.
- 3). In PART E, please list the complaint(s) in detail. For example, if your home is leaking, list each leak, when it occurred, where it is located and when it was reported to the dealer and/or manufacturer. NOTE: Begin your list with the most serious problems with your home; for example problems that might pose a health or safety threat to you.

After we receive the complaint form we will contact the dealer and manufacturer and may schedule an inspection of the home. The dealer and/or manufacturer should be in contact with you concerning a resolution of your problems. It is requested that you cooperate with these companies by allowing them to make repairs to your home. If repairs are completed prior to a scheduled inspection by this office, please contact this office so that the inspection can be canceled and your file closed.

Please bear in mind that the Manufactured Home Procedural and Enforcement Regulations does not provide jurisdiction concerning cosmetic items. This program can only address those items which are code violations and the result of work done by the manufacturer.

If you have any further questions or concern, please contact Gary Eckes at (608) 355-0108.

Sincerely,


Marlene Kippley
Program Assistant

Be sure to return all copies of the Complaint Form, NOT COPIES.
Do not return the letter

RECEIVED

COMPLAINT FORM

(Complete By Printing In Black Ink)

MAY 7 - 1999

PART A

1. Consumer's Name: MCGRADY JEANNE L, Mr./Mrs./Ms/Miss
2. Street Address: 1415 N. MINDROW LAKE ROAD LOT 27
3. City, State & Zip Code: PHILLIPS WISCONSIN, 54555
4. Tel No's: Home: (715) 339-4225 Work: ()

PART B

1. Manufacturer: FOUR SEASONS
2. Address: P.O. BOX 630 MIDDLEBURY IND, 46540
3. Telephone No: (888) 800-2212 - PERRY MILLER
4. Date of Manufacture: 5/5/98 Plant (Name or #): 4
5. Home Size: Single Wide _____ Multi-Wide X Length 60 ft Width 28 ft
6. Date Purchased: 12/14/98 Date Delivered: 1/1 - ON SITE -
7. HUD Label Nos. PE1033039 Serial Nos. WD401261
8. Purchased: New X Used _____ Repossession _____ Moved: Yes _____ No _____

PART C

1. Dealer: FONK'S HOME CENTER
2. Address: 1424 N. LAKE AVE, (HIGHWAY 13)
PHILLIPS, WISCONSIN, 54555
3. Tel. No: (715) 339-4600 Contact/Salesperson GARY FONK

PART D

1. Have you previously filed a complaint form? Yes ___ No X (If yes, please identify when _____, where _____ and provide complaint/case # _____, if known).
2. Did you contact dealer? Yes ___ No ___ Manufacturer? Yes ___ No ___ (Contact was written ___ verbal ___ (phone or in person)? Both ___)?
3. What is your finance company's name and address? _____
4. Have you contacted anyone else (e.g. Consumer Affairs, Better Business Bureau, Attorney)? Please list those notified: _____

Signature: Jeanne L. McGrady Date: 5/3/99

Return Information to:

WISCONSIN DEPARTMENT OF COMMERCE
201 WEST WASHINGTON AVE
PO BOX 7302
MADISON WI 53707-7302
Contact Person: MARLENE KIPPLEY
Phone: (608) 266-2780

Be sure to return all copies of the Complaint Form, NOT COPIES.

Do not return the letter

1. Type of Roof	(Shingle) <input checked="" type="checkbox"/>	(Metal) <input type="checkbox"/>
2. Siding	(Metal) <input type="checkbox"/>	(Hardboard) <input type="checkbox"/>
	(Cedar Log) <input type="checkbox"/>	(Vinyl) <input checked="" type="checkbox"/>
	(Other) <input type="checkbox"/>	
3. Foundation	(Cement Blocks) <input type="checkbox"/>	(Top of Ground) <input checked="" type="checkbox"/>
	(Frost Footing's) <input type="checkbox"/>	(Ribbon's) <input type="checkbox"/>
	(Slab) <input type="checkbox"/>	(Basement) <input type="checkbox"/>
4. Water Supply	(City) <input checked="" type="checkbox"/>	(Private Well) <input type="checkbox"/>
	(Community Well) <input type="checkbox"/>	
5. Sewer	(City) <input checked="" type="checkbox"/>	(Private Septic) <input type="checkbox"/>
	(Community Septic) <input type="checkbox"/>	
6. Installation By	(Dealer) <input checked="" type="checkbox"/>	(Contractor) <input type="checkbox"/>
	(Owner) <input type="checkbox"/>	
7. Electrical	(Dealer) <i>HE SAYS NB</i> <input checked="" type="checkbox"/>	(Contractor) <input type="checkbox"/>
	(Owner) <input type="checkbox"/>	(Other) <input type="checkbox"/>
8. Gas Supply	(Dealer) <input type="checkbox"/>	(Gas Company) <input checked="" type="checkbox"/>
	(Owner) <input type="checkbox"/>	(Other) <input type="checkbox"/>
9. Gas Type	(Natural) <input checked="" type="checkbox"/>	(LP) <input type="checkbox"/>

COMPLAINT FORM-

Item No. Complaint/ Problem Description

Do Not make a lengthy description of the complaint item. The following are examples of complaint items: Kitchen P-trap leaks. Windows have condensation. Floors creak. Floors are bowed.

- 12-26-98
22
1. 3 EXTERIOR DOORS-ICE, SNOW, AIR LEAKS, CAN SEE DAYLIGHT
 2. AIR LEAKS BETWEEN WALLS + FLOORS-VARIOUS AREA
 3. AIR LEAKS BETWEEN WINDOW JAMBS + WALLS EXCEPT FOR
 4. FLOORS CREAK- MASTER BEDROOM LIVING ROOM
 5. KITCHEN/DINING FLOOR NOT LEVEL THIRD BEDROOM SECOND BEDROOM
 6. AIR LEAKS COMING INTO HEATING DUCT SYSTEM
 7. STORM DOOR BENT
 8. KITCHEN/DINING LINOLEUM DOESN'T MEET WALLS-AREA
 9. SECOND BATHROOM-SWITCH BOX BULGES
 - 4.20.99
50. WALL PANEL UNDER KITCHEN SINK NOT NAILED
 11. AIR LEAKS IN OUTLETS (ELECTRICAL) OUTSIDE WALLS EXCEPT FOR FAMILY ROOM + KITCHEN/DINING ROOM

SECOND BATH DOOR WONT STAY CLOSED

Be sure to return all copies of the Complaint Form, NOT COPIES.
Do not return the letter

- WEEK OF 4/11-99 2. MASTER BATH DOOR WON'T STAY CLOSED
- 4/11-99 3. THIRD BEDROOM DOOR WON'T STAY CLOSED
- 4/26-98 7. DOOR UNDER MASTER BATH DOOR (UNDERNEATH CARPET)
- 4/11-99 15. AIR LEAK IN MARRIAGE WALL BETWEEN MASTER BED + BATH
- 12/26-98 16. MASTER BATH SKYLIGHT - PLASTIC FILM CAN'T BE REMOVED
- 4/11-99 17. CAULK IN KITCHEN + BATHROOMS CRACKING (DEALER) (CAULK CRACKING)
- 4/11-99 18. HOLES + TEARS IN BELLY PLASTIC -
- 12/26-98 19. NO CAULK IN KITCHEN OR BATHS
- 4/11-99 20. AIR LEAK IN MARRIAGE WALL BETWEEN THIRD BEDROOM + THIRD EXTERIOR DOOR
- 4/11-99 21. _____
- 4/11-99 22. THIRD EXTERIOR DOOR POPPED OPEN - NOW BOLTED ONTO HOUSE WITH PLUMBERS' METAL STRAPPING (DEALER BOLTED)
- 4/11-99 23. _____
- 12/26-98 24. _____
- 12/26-98 25. MAR ON SECOND BATH MIRROR
- 12/26-98 26. CAN SEE SUNLIGHT REFLECTION THROUGH DOOR PANEL ITSELF!!
- 4/11-99 27. _____
- 4/11-99 28. DECORATOR STRIPS NOW RUINED BECAUSE
- 4/11-99 29. MASTER BEDROOM DOOR KNOB - SPRING BROKEN - PER DEALER
- 2-1-99 30. MASTER BEDROOM BLINDS - TOP BARS BENT
- 31. _____
- 32. _____
- 33. _____
- 34. _____
- 35. _____
- 36. _____
- 37. _____
- 38. _____

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
101 East Wilson Street, Madison, Wisconsin

TOMMY G. THOMPSON
GOVERNOR

MARK D. BUGHER
SECRETARY

WATERWORKS - 334-4314
FENNER - 334-2995



Division of Housing
101 East Wilson Street, 4th Floor
Post Office Box 8944
Madison, WI 53708-8944
Voice (608) 266-0288
Fax (608) 267-6917
TTY (608) 264-8499
Central Division E-Mail Address:
dohweb@doa.state.wi.us

June 3, 1999
FATHER OF
GARY
MH00078
Mr Richard Fonk
Fonk's Home Center
1424 N Lake Ave
Phillips, WI 54555

SAID LOT 44 HAD MANY PROBLEMS
DECIDED OTHERS
JOHN MARTWICK
(PHILLIPSWATER MAINTENANCE)
MUST BE LICENSED
PLUMBER
FONK INSTALLED!!

Complaint Filed By: Jeanne McGrady
Mobile Home: 1998 Four Seasons
Purchase Date: 9/28/98
Complaint: Complaint states that there is uncompleted work per the purchase agreement, and unsatisfactory warranty service. List / letter is enclosed.

Dear Mr. Funk:

We have received a consumer complaint against your dealership filed by the individual referenced above. A copy of the complaint is enclosed.

We realize there are always two sides to a complaint. **Please send a written response by June 22 and state your position and intentions with this complaint. Also, send any pertinent documents such as:**

- Purchase contract
- Service/warranty documents
- Scheduled work to be done

FONK TOLD ME 125.00

Do not send the documents without your written response.

Thanks for your attention to this matter. If you have any questions, please call me at (608) 264-9596 or contact me by fax at (608) 264-9586.

Sincerely,

Terri Lenz
Terri Lenz
Mobile Home Program

LOT RENT 145.00 - DOUBLE WIDE
SINCE '95
PER CAROL LITVENDOFF

Enclosure / D1250

~~7492~~
FIRE #

c: Jeanne McGrady
1415 N Minnow Lake Rd Lot 27
Phillips, WI 54555

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
101 East Wilson Street, Madison, Wisconsin

TOMMY G. THOMPSON
GOVERNOR

MARK D. BUGHER
SECRETARY



Division of Housing
101 East Wilson Street, 4th Floor
Post Office Box 8944
Madison, WI 53708-8944
Voice (608) 266-0288
Fax (608) 267-6917
TTY (608) 264-8499
Central Division E-Mail Address:
dohweb@doa.state.wi.us

June 30, 1999

Jeanne McGrady
1415 N Minnow Lake Rd Lot 27
Phillips, WI 54555

RE: Complaint against Fonk's Home Center, Inc

Dear Ms. McGrady:

I received a response from Fonk's Home Center in regards to the consumer complaint filed with our office. The specified home is a 1998 Four Seasons, serial number WD401261. Your complaint alleged that there were six items of concern from the first page of your complaint, and a resolution would be to return your money.

The dealer responded to the following six items:

1. The washer and dryer have been installed to your home, as provided for in the 9/28/98 purchase contract. *LIED INCORRECTLY + LIED*
2. The electrical outlets have been installed. *INCORRECTLY + LIED*
- 3./4. The caulking in the kitchen and bathroom has been corrected. If there are any remaining areas that need to be caulked, your home is still under warranty and is covered. *CAULK MEARED ALL OVER LIED*
5. *LIED* The cable and phone lines were also installed. It appears that there was a verbal discussion between yourself and the service person as to the placement of the outlets.
6. *LIED* The squeaking of the living and dining room floor has been corrected by the manufacturer. If this item is outstanding in certain areas, please inform the dealer and / or manufacturer.

Fonk's Home Center submitted the warranty request slips for your home. Please find enclosed a copy of the warranty requests for your review. Your one year new home warranty is still valid.

Your complaint states that you were generally dissatisfied with the purchase and warranty process with Fonk's Home Center. Your complaint also indicated that you would like your money back on the home. Please be aware that this office does not have jurisdiction to assist in monetary compensation. If this part of the complaint is of significant interest, you may wish to pursue legal channels.

As indicated above, if you have any further warranty requests, please submit these items in writing to the dealer and / or manufacturer as soon as possible. Please be aware that your complaint will be kept on file for future reference.

NEVER FIXED

PHOTOS OF 3-99 SHOW BAD JOB DONE BY FONK
NO INSULATION WAS USED BETWEEN WALLS -
SERVICE FOR FOUR SEASONS

* SEE MY NOTES

9. Recheck the soundness of the floor joists. Check all doors and windows to assure that they operate properly.

* 10. Install insulating material to the mating surfaces of the walls, ceilings, and floors to prevent air infiltration. PHOTOS OF 3-99 SHOW BAD JOB DONE BY FONK. NO INSULATION WAS USED BETWEEN WALLS.

11. Position the second unit within a few inches of the first. Line up the two sections.

12. Using a roller system designed for setting manufactured homes, raise the second section as described in steps 2-5. The second section should now be raised onto the roller system.

13. Position and level the piers. Follow the instructions in step 6.

Page 35

increased when insect screen and slats are installed. In freezing climates allow 3-4" for frost heave to prevent buckling. The vents must be located to provide cross-ventilation to the entire system under the home. Before skirting is installed a ground moisture vapor barrier must be installed. See section 2.5 for information on the vapor barrier. Never vent the clothes-dryer under the home. If the home is equipped with a fuel burning sealed combustion appliance with a fresh air intake under the home a vent must be placed in the skirting adjacent to the fresh air inlet of the appliance.

PAGE 39

enough ducting to reach the outer edge of the home.

3. Secure the termination fitting to the outside edge of the floor. Be sure not to vent the dryer under the home.

4. Secure the duct to the termination fitting with clamps. Don't use screws or other devices which extend into the duct.

Page 40

THESE ITEMS ARE DIRECTLY FROM THE FOUR SEASON INSTALLATION MANUAL THAT KEN FIEDLER, STATE INSPECTOR, SENT ME; GARY FONK IGNORED THESE WHEN SETTING UP HOME IN 5-98.

HE DIDNT ALLOW FOR FROST HEAVE WHEN HE INSTALLED "SKIRTING". NEVER INSTALLED VAPOR BARRIER - VENTED DRYER UNDER HOME -

THIS SYSTEM REQUIRES THE USE OF ...

NOTE: The "PH" frame system can be used with or without the stairwell being installed.
NOTE: The stairwell can be factory installed when using the "PH" or standard 82 1/2" frames.

3.2 FOOTINGS.

3.2.1 PURPOSE. Footings are a key element in the longevity of your home. Improper footings can cause sagging and severe damage to your home. *PAGE 5*

3.3.1 PURPOSE. The piers are a key element in the installation of your home. The piers used must have enough capacity to transmit the vertical load which includes the weight of the home, its furnishings, and temporary roof loading to the foundation below. If the piers or footings are inadequate, sagging floors, walls, and roofs and undue structural stress can result. *PAGE 6*

3.3.2 SELECTION. Piers may be constructed of concrete blocks capped and shimmed with wedges, adjustable metal or concrete stands, site-poured concrete. Concrete block caps must be the same dimensions as the piers to evenly distribute the weight. They may be constructed of solid hard wood ... *PAGE 7*

3.4 ANCHORING.

See section 10 (pages 49-61) for specific anchoring details. *PAGE 7*
See section 3.5.16 or section 3.6.16 for anchoring to a permanent foundation.

3.4.1 PURPOSE. Anchoring is necessary to prevent the home from tipping or becoming unstable extremely windy or stormy conditions. The home is designed for a particular wind zone which is noted on data plate.

*FONK'S NEVER PUT DOWN A VAPOR BARRIER; SUB-
CONTRACTOR DID, BUT DIDN'T OVERLAP -
3-00* *PAGE 4*

2.5.1 PURPOSE. To prevent excessive humidity in the home and possible damage.

2.5.2 REQUIREMENTS. If skirting is to be installed, the entire area under the home must be covered with an acceptable type of moisture vapor barrier (ground cover). Use minimum 6 mil polyethylene sheeting equivalent. Overlap all seams at least 6". Where frost and soil conditions allow the footings to be placed grade level, place the sheeting directly underneath them.

INSTALLED.

PAGE 15
GROUND ANCHORS SHOULD BE EMBEDDED BELOW THE FROST LINE AND BE AT LEAST 12" ABOVE THE WATER TABLE AND SHOULD BE INSTALLED TO THEIR FULL DEPTH AND STABILIZER PLATES SHOULD BE INSTALLED TO PROVIDE ADDED RESISTANCE TO OVERTURNING OR SLIDING FORCES.

HE NEVER ANCHORED HOME -



SAFETY AND BUILDING DIVISION
Field Operations
P. O. Box 2538
Madison, Wisconsin 53701-2538
TDD #: (608) 264-8777
www.commerce.state.wi.us

Tommy G. Thompson, Governor
Brenda J. Blanchard, Secretary

July 1, 1999

Four Seasons Homes
Box 630
Marshfield, WI 54449

On May 18, 1999 this department forwarded a copy of a complaint we received from Jeanne L. McGrady indicating possible violations of the Federal Manufactured Home Construction and Safety Standards.

Subpart I of 24 CFR 3282.404 (b) requires the manufacturer to investigate any information received from any source that may indicate the existence of a problem in a manufactured home and inspect within 20 days after receipt of the information to determine whether the manufacturer is responsible for providing notification an/or correction as required by this section. It has been more than twenty days since the copy of the complaint was sent to you. To avoid further action by this department, please submit copies of your records regarding this matter immediately. Records shall indicate who made the determination, what the determination was and the basis for the determination.

If you have any questions, please feel free to contact Marlene Kippley at (608) 266-2780 or myself at (608) 355-0126.

Sincerely,

Gary Ekes

Manufactured Building Coordinator

PRE-HEARING CONFERENCE
STATE OF WISCONSIN
DEPARTMENT OF COMMERCE
SAFETY & BUILDINGS DIVISION

JEANNE L. MCGRADY
1415 N. Mindow Lake Road #27
Phillips, WI 54555

FOUR SEASONS
Attn: Perry Miller
BOX 630
Middelbury, IND 46540

FONK'S HOME CENTER
Attn: GARY FONK
1424 N. Lake Avenue
Phillips, WI 54555

To the parties named above and to each of them:

You are hereby cited to appear before the Department of Commerce of Wisconsin on the 28th day of July at 1:00 P.M. at the home of Jeanne L. McGrady, to give the Department information in the matter of Four Seasons Homes, Serial number: WD 401261 HUD number: PF 1033039

At this conference, consideration will be given particularly to the attached warranty related complaints (This report will be used at the time of inspection).

DATED AT

Madison, Wisconsin this 16th of July, 1999

By *Gary Ekés*
Gary Ekés, SAA Program Director

DETAILED HOME INSPECTION

CONSUMER INFORMATION

Jeanne McGrady
1415 N. Mindow Lake Road - Lot 27
Phillips, WI 54555
(715) 339-4225

I SHOWED ANDERSON, JUDD AND FONK THE 6-18-98 WARRANTY SERVICE ORDER. THEY ALL IGNORED MY QUESTIONS AND CONCERNS! THEY ALL KNEW THAT THIS PIECE OF PAPER PROVED FRAUD ON THE PART OF FOUR SEASONS & FONK'S, GOD DAMN THEM!

HOME INFORMATION

HUD Label #: PE1033039
Serial #: WD401261
Model:
Date of Manufacture: 5/5/98

PE1033039
PE1033040

Type: Multi-Wide
Status: New
Date of Purchase: 12/14/98

Manufacturer: FOUR SEASONS HOUSING #1 MIDDLEBURY, IN
Dealer: Fonk's Home Center Phillips, WI
Installer:

INSPECTION INFORMATION:

Report Number:
Inspection Date: 7/28/99
Attendees:

State Reference #:
Inspector: John Anderson/jmk
Basis:

Problem # 1

Section: FLOORS Problem Code: BOTTOM BOARD

Location(s): Bedroom - Master, Family Room, Kitchen
Problem Occurrences: No
Associated Damage: No
Explanation:

CAUSED BY FONK AND FOUR SEASONS

Findings: Warranty Issue
Standard: 3280.305(g)
Responsible Party: Manufacturer
Regulation:
Corrective Action:

Follow-Up:
Comments: MANY + CONTINUING
Nail pop in vinyl flooring and floor, squeaks. Loose floor panel or bowed floor joists -> WORKED ON 4 TIMES & NOT RECTIFIED SINCE I OWNED THE HOUSE

Corrective action: Check for bow and floor fastening requirements.

6-9-99 + ORIAN
6-99- JEROD HERE, PULLED OUT WET INSULATION (FROM CUT BELLY PLASTIC) UNDER THE IN AREA OF KITCHEN/DINING + FAMILY ROOM WALL FROM UNDERNEATH- BEDROOM DOOR KNOB FELL OUT AND INTO JEROD'S HAND.

6-98 WORKED ON BY FONK & FOUR SEASONS B-4 I OWNED IT.

BROKE BATHROOM WALL PANEL TRYING TO FIX BULGING WALL OUTLET, USED ELECTRICIAN TAPE TO HOLD WALL PANEL UP. NOT FIXED TIL 10-25-99, JERRY JUNE TORE OUT BATHROOM DOWN TO WALL STUDS. I'VE GOT A NEW SQUEAK UNDER TUB/SHOWER. WORKER REFUSED TO CAULK - DIDN'T REPLACE CEILING LIGHT FIXTURE WIRES + LIGHTS/ALB HANGING FROM (FOUR SEASONS REP.) RANDY JUDD SAW THIS + MANY OTHER BAD THING ON 7-28-99.
Thomas Cunningham
CASA Reports v 03.10.00

FINDINGS REPORT - HOME INSPECTION

Problem # 2

Section: FLOOR COVERING

Problem Code: VINYL/LINOLEUM-LOOSE

Location(s): Dining Room, Kitchen

Problem Occurrences:

Associated Damage:

Explanation: Nail pops and adhesive problem

Findings: Warranty Issue

Standard: 3280.305(g)

Responsible Party: Manufacturer

Follow-Up:

Comments: Replace flooring in affected areas

10-99
4th CREW REPLACED LINO
BUT LEFT NAIL POPS EXPOSED
& CAUSED MORE NAIL POPS WHEN
THEY RELEVELLED HOUSE. NOW MORE!!
Regulation: BOWED FLOOR JOISTS TOO!!
Corrective Action:
BATHROOM, BEDROOM (MASTER)
L. R., FAMILY ROOM, OTHER END
OF KITCHEN.

Problem # 3

Section: FLOOR COVERING

Problem Code: VINYL/LINOLEUM-DAMAGED

Location(s):

Problem Occurrences: No

Associated Damage: No

Explanation: crack in vinyl floor as a result of previous repair - 6-9-99 JEROD + BRIAN

Findings: Warranty Issue

Standard: 3280.305(g)

Responsible Party: Manufacturer

Regulation:

Corrective Action:

BROKE FLOORING

Follow-Up:

Comments: Replace flooring in affected areas

See item No. 1 & 2

FINDINGS REPORT - HOME INSPECTION

Problem # 4

Section: EXTERIOR WALLS

Problem Code: AIR INFILTRATION

Location(s): Other

Problem Occurrences: Yes

Associated Damage: Yes

Explanation: Insulation and sealing

NEVER FIXED

Findings: Warranty Issue

Standard: 3280.403(c), 405(b), 307(b), 505(a)

Responsible Party: Dealer, Manufacturer

Regulation:

Corrective Action:

Follow-Up:

Comments: CORRECTIVE ACTION;

Check all doors and windows for proper insulation - inspect all sealed joints for compliance. Plumb door and window openings. Trim missing under east bedroom window - under home, plastic barrier cut. Threshold and siding broke at rime by south, north and west entry door - replace-. Fill hole in ceiling east bedroom.

Problem # 5

Section: INTERIOR WALLS

Problem Code: WALL PANEL DAMAGED / CRACKED

Location(s): Kitchen, Living Room

Problem Occurrences:

Associated Damage:

Explanation: Replace broke and damaged panels, fasten panel at floor line.

Findings: Warranty Issue

Standard: 3280.306(f)

Responsible Party: Manufacturer

Regulation:

Corrective Action:

NEVER FIXED

Follow-Up:

Comments:

Kitchen, wall panel in west bathroom living room by marrige wall at floor line not fastened to floor.

Replace broke and damaged panels, fasten panel at floor line

FINDINGS REPORT - HOME INSPECTION

Problem # 6

Section: INTERIOR WALLS Problem Code: MARRIAGE WALL

Location(s): Bathroom - Master, Bedroom - Master

Problem Occurrences:

Associated Damage:

NEVER FIXED

Explanation:

Findings: Warranty Issue

Standard:

Regulation:

Responsible Party: Manufacturer

Corrective Action:

Follow-Up:

Comments:

See number 5

Sec #5

Problem # 7

Section: EXTERIOR DOORS Problem Code: ADJUSTMENTS

Location(s):

Problem Occurrences:

Associated Damage:

NEVER FIXED

Explanation:

Findings: Warranty Issue

Standard:

Regulation:

Responsible Party: Manufacturer

Corrective Action:

Follow-Up:

Comments:

See item number 4

Problem # 8

Section: EXTERIOR DOORS Problem Code: OUT OF SQUARE

Location(s):

Problem Occurrences:

Associated Damage:

NEVER FIXED

Explanation:

Findings: Warranty Issue

Standard:

Regulation:

Responsible Party: Manufacturer

Corrective Action:

Follow-Up:

Comments:

See item number 4..

FINDINGS REPORT - HOME INSPECTION

Problem # 9

Section: EXTERIOR DOORS **Problem Code:** SIZE EGRESS

Location(s): Bedroom - Master, Family Room, Kitchen, Other

Problem Occurences:

Associated Damage:

Explanation: Loose floor panels or bowed floor joist

Findings: Warranty Issue

Standard: 3280.305(g)

Regulation:

Responsible Party: Dealer, Manufacturer

Corrective Action:

Follow-Up:

NEVER FIXED

Comments:

CORRECTIVE ACTION:

West door - screwed shut. North door and west door no landing or stairs.

RESPONSIBLE PARTY:

To be decided between dealer and owner.

Problem # 10

Section: INTERIOR DOORS **Problem Code:** OUT OF PLUMB

Location(s): Bathroom - Master, Bedroom 3

Problem Occurences:

Associated Damage:

Explanation:

NEVER FIXED

Findings: Warranty Issue

Standard:

Regulation:

Responsible Party: Manufacturer

Corrective Action:

Follow-Up:

Comments: See item number 5.

Adjust interior doors to open and close properly.

FINDINGS REPORT - HOME INSPECTION

Problem # 11

Section: WINDOWS

Problem Code: LEAKS AIR

Location(s):

Problem Occurences:

Associated Damage:

NEVER FIXED

Explanation:

Findings:

Warranty Issue

Standard:

Regulation:

Responsible Party:

Manufacturer

Corrective Action:

Follow- Up:

Comments:

See item number 4

Problem # 12

Section: WINDOWS

Problem Code: DAMAGED/DEFECTIVE

Location(s):

Bedroom - Master

Problem Occurences:

Associated Damage:

Explanation:

Findings:

Warranty Issue

Standard:

Regulation:

Responsible Party:

Manufacturer

Corrective Action:

Follow- Up:

Comments:

See item number 4.

Replace windows found defective.

*H+L CREW REPLACED ONE
CRACKED DINING AREA WINDOW*

Problem # 13

Section: ELECTRICAL

Problem Code: SWITCH INSTALLATION

Location(s):

Problem Occurences:

Associated Damage:

Explanation:

Findings:

Standard:

Regulation:

Responsible Party:

Dealer

Corrective Action:

Follow- Up:

Comments:

Dealer corrected problem.

*← MISTAKE
MANUFACTURER CORRECTED KITCHEN
BULGING OUTLET - JEROD - 6-9-99*

FINDINGS REPORT - HOME INSPECTION

Problem#: 14

Section: ELECTRICAL

Problem Code: SWITCH/DAMAGED/DEFECTIVE

Location(s): Bathroom 2

Problem Occurrences:

Associated Damage:

Explanation:

Findings:

Standard:

Regulation:

Responsible Party: Dealer

Corrective Action:

Follow-Up:

Comments:

Dealer corrected problem. ← MISTAKE

MANUFACTURER CORRECTED SWITCH BUT BROKE WALL PANEL. PANEL HELD UP WITH BLACK ELECTRICAL TAPE SINCE 6-9-99

7-28-99

NOT NOTED BY INSPECTOR - MY COMPLAINT ABOUT MASTER BATH TOILET COMING UP FROM FLOOR. HE IGNORED MY CONCERN.

10-24-99- JERRY SLONE FOUND LEAK! SAID HE FIXED!

ALMOST 3 MONTHS OF LEAKING! GOD DAMN IT!

SAFETY AND BUILDINGS DIVISION
Field Operations
P. O. Box 2538
Madison, Wisconsin 53701-2538
TDD #: (608) 264-8777
www.commerce.state.wi.us

Tommy G. Thompson, Governor
Brenda J. Blanchard, Secretary



August 18, 1999

Jeanne L. McGrady
1415 N. Mindow Lake Road #27
Phillips, WI 54555

FOUR SEASONS
Attn: Perry Miller
Box 630
Middelbury, IND 46540

Fonk's Home Center
Attn: Gary Fonk
1424 N. Lake Avenue
Phillips, WI 54555

SERIAL NO. WD 401261
HUD NO: PF 1033039

On July 28, 1999, an inspection and conference was held at the home of Jeanne L. McGrady in Phillips, WI. The purpose of the inspection was to determine whether the problems the homeowner was experiencing with the house were a result of work improperly performed or installed by the manufacturer. An attendance log of those present is attached.

Based on the complaint filed with the Wisconsin Department of Commerce, the findings of the inspection and conference are described in the attached report. Pursuant to 24 CFR 3282.403 a copy of this report is being sent to the SAA of the state of manufacturer.

Sincerely,


Gary Ekes
SAA Program Coordinator

cc: SAA - State of Manufacturer

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
101 East Wilson Street, Madison, Wisconsin

TOMMY G. THOMPSON
GOVERNOR

MARK D. BUGHER
SECRETARY



Division of Housing
101 East Wilson Street, 4th Floor
Post Office Box 8944
Madison, WI 53708-8944
Voice (608) 266-0288
Fax (608) 267-6917
TTY (608) 264-8499
Central Division E-Mail Address:
dohweb@doa.state.wi.us

September 9, 1999

James M Davis
W7270 S Minnow Lake Road
Phillips, WI 54555

RE: Complaint against Fonk's Home Center

Dear Mr. Davis:

I talked to the Department of Transportation this morning. I was informed that title had just been issued to you. By the time you get this letter you should have received the title.

We are closing this complaint, but the file will be kept for future reference. If you have any questions, please call me at (608) 266-5333.

Sincerely,


Jim Cain
Mobile Home Program

c: Gary Fonk
Fonk's Home Center
1424 N. Lake Road
Phillips, WI 54555

01-10-01
JIM DAVIS, WHO IS A FRIEND OF MY CO-WORKER,
ALSO HAD PROBLEMS GETTING THE TITLE TO
HIS MOBILE HOME AFTER HE GAVE FONKS
THE MONEY FOR IT. SOONER OR LATER THIS
FRAUD IS GOING TO BLOW UP IN FONKS FACE,
I SURE HOPE I'M STILL AROUND TO SEE IT -
I JUST CAN'T BELIEVE ALL THESE STATE AGEN-
CIES ALLOW FONKS TO CONTINUE VICTIM-
IZING PEOPLE! IS GARY FONKS MILLIONAIRE
FATHER, RICHARD JR., PAYING THESE
PEOPLE OFF OR IS THERE A CERTAIN NUMBER
OF COMPLAINTS NEEDED AGAINST SOMEONE
BEFORE ANYTHING IS DONE? IF FONKS
PULLED THIS CRAP ON A MOBILE HOME BUYER
IN THE STATE OF MONTANA, THEY'D NEVER BE
HEARD FROM AGAIN!



VERY IMPORTANT LETTER

SAFETY AND BUILDINGS DIVISION
Field Operations
P. O. Box 2538
Madison, Wisconsin 53701-2538
TDD #: (608) 264-8777
www.commerce.state.wi.us

Tommy G. Thompson, Governor
Brenda J. Blanchard, Secretary

September 21, 1999

Four Seasons
Attn: Perry Miller
Box 630
Middlebury, IND 46450

Home Serial # WD 401261
HUD # PF 1033039

10-18-99 - CRYSTAL REED CALLED TO SET UP APPT, ALSO TOLD ME ALL PANELS HAD TO BE REPLACED IN ENTIRE HOUSE BECAUSE THE PANELLING IN THIS HOUSE WAS DISCONTINUED, 10-21-99 - JERRY STONE + CREW HERE, HE SAID HE HAD PLENTY OF THE "DISCONTINUED" PANELS + CRYSTAL REED DIDN'T KNOW WHAT SHE WAS TALKING ABOUT -

Dear Mr. Miller:

As you know, on July 28, 1999 an inspection was performed on the home of Jeanne L. McGrady in Phillips WI. The purpose of the inspection was to determine whether the problems the homeowner was experiencing with the house were a result of work improperly performed or installed by the manufacturer.

It is clear from the inspection report that the home is non-compliant because of improper installation by the manufacturer. FIEDLER KNEW FONKS INSTALLED HOME -

It has been nearly 60 days since the inspection and in correspondence received from Ms. McGrady on September 18, 1999, she indicates "nothing has been done". SHE SAID THESE EXACT WORDS TO ME SO I KNOW

Cold weather is coming and considering the temperature extremes in northern Wisconsin, the lack of proper insulation and caulking could be considered a serious defect. Should this be the case, this department could initiate action pursuant to 24 CFR 3282.413, to require replacement or repurchase by the manufacturer of this home. - FIEDLER DENIED HE SAID THIS TO ME ON 9-2000 WHEN HE WAS HERE TO INSPECT HOUSE, 6-2000

Sincerely,

Ken Fiedler
SAA Program Coordinator

cc: Jeanne L. McGrady
1415 N. Minnow Rd. # 27
Phillips, WI. 54555

Fonks Home Center
Attn: Gary Fonk
1424 N. Lake Ave.
Phillips, WI. 54555

WEATHER PRO
STEELE PETERSON
MORRELL
HARRIS
1-877-711-DIG
MORRELL
HARRIS
MORRELL
HARRIS
MORRELL
HARRIS

STATEMENT

Schneider Plumbing
 VE SCHNEIDER, MASTER PLUMBER
 MP 6297

From THEY WERE HERE ON N 8421 State Hwy 13
 01-201 AND 01-08-01. Phillips, WI 54555
 WHAT A GREAT WAY TO DINE 715-339-2995

OFF THE NEW YEAR -
 THANKS GARY & WANDA!!
 Jan 11 20 00

To Jeanne McGrady

Address Redwood Terrace Lot 27

City Phillips Wis 54555

Terms 1 1/2 % per month after 10 days

1	Large Sewer Machine	90	00
1	Welding	1	50
10x3	PVC Pipe	10	00
1 3'	" Coupling	1	10
3x4	Closest Bend	5	00
		107	60
	Labar	180	00
	MAILED CHECK # 1201 14380	281	60
	REQUESTING DESCRIPTION OF WORK AFTER 1 SET		
	DESCRIPTION I'll SEND THE BALANCE OF 14380		

JOB WORK ORDER

PAID BY CHECK # 1118

DATE OF ORDER

CUSTOMER'S ORDER NO. PHONE MECHANIC HELPER STARTING DATE
 10/19/99
 ORDER TAKEN BY

BILL TO: Jeanne McGrady
 ADDRESS: 1415 North Meadows Ln Rd
 CITY: Phillips WI 54555

JOB NAME AND LOCATION: Phillips WI 54555

JOB PHONE: 339 4225

DAY WORK
 CONTRACT
 EXTRA

DESCRIPTION OF WORK

Look at underbelly for heat duct system - was hooked up on East end under belly has holes in it 2'x2' square where no plastic was put back in the Replace pieces that were cut out maybe reason for cold air in heat duct system ??? looked at wiring ground fault switch in bath room shut off kitchen hallway dining room living room light switches Should not do that

PETERSON'S
 Westboro, WI 54380
 715-427-5728

DATE COMPLETED: / WORK ORDERED BY

TOTAL MATERIALS
 TOTAL LABOR 45.00
 TAX
 TOTAL AMOUNT \$

I hereby acknowledge the satisfactory completion of the above described work.

No one home
 Total amount due for above work, or
 Total billing to be mailed when job finished.

Signature: *Jeanne McGrady*

TOPS FORM 3467 LITHO IN U.S.A.

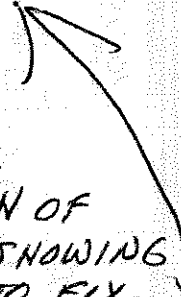


Hazelhurst, WI 54531
715-356-9217

P. SMITH

FOUR SEASONS REP. PHIL SMITH

Lawrence D. Engen, Inc.
Certified Building Inspector



Oct. 27, 1999

INSPECTION FOR:

Jeanne McGrady
1415 N. Minnow Lake Road Lot 27
Phillips, WI 54555

INSPECTION LOCATION:

1415 N. Minnow Lake Road Lot 27
Phillips, WI

I FAXED THIS + A BUNCH OF
OTHER DOCUMENTATION SHOWING
PROBLEMS. HE REFUSES TO FIX.
I GOT TO TELL HOUSE, UPKEEP +
MAINTENANCE ARE MY RESPONSIBILITY,
WHAT A JOKE - THERE'S NOT ENOUGH
DUCT TAPE IN THE WORLD TO HOLD
THIS HOUSE TOGETHER, YOU AND
FONKS ARE CROOKS!!

I was hired to provide a detailed inspection of a residential home at the above location to determine what visible problems are occurring and to make recommendations for upgrading and repairs in the areas of carpentry, electrical, interior plumbing, foundation, weatherization, heating and ventilation.

Basically I found many things which still need completion or correction by the factory or distributor. There are State of Wisconsin Code violations at all 3 exterior exits from structure which also need upgrading to provide proper exit paths and to properly consider the home habitable.

Many of the items listed below are minor maintenance items or recommendations, but all were observed during my inspection. This report does **NOT** include observations in respects to underground storage tanks, wells, septic systems, lead paint, radon, asbestos or appliances, unless noted. It should be noted that homes built prior to 1978, may contain lead base paint.

Should any questions arise in regards to my report, please call in the evening so that we can discuss your concerns.

Lawrence D. Engen

Handwritten signature/initials: P. Smith

THIS INSPECTION WAS DONE ONE DAY AFTER
H.A. CREW WORKED ON HOUSE.

EXTERIOR

1. On the east and west gable ends of structure the shingles were not properly cut at the gable ends to flow fully out to the metal edge of the D edging.
2. Many staples observed exposed on shingles will cause rusting and will deteriorate and will start to protrude back up through roof surface.
3. Approximately 40 feet of ridge cap shingles do not match the existing color of the balance of the roof.
4. Shingles are stepped on the north side of roof and approximately 1 inch voids at shingle step butt joint locations, these should be tight and with only 1/4" maximum rain groove visible.
5. Shingles need to be removed and re-installed
6. Shingles were laid crooked on roof surface and exposed shingle nails noted around north skylight.
7. Poor quality caulking seal observed around both skylights and at many places along the upper roof vents which are present on north half of structure.
8. Staples noted in shingles where wood stripping was used to hold plastic down during transportation of each structure half. The staples are still present in holes and not properly removed and sealed off as per manufacturer standards.
9. A 2" screw noted screwed into top of southeast corner is observed for no reason at all, it sticks up about 1-1/2" above roof surface.
10. Roofing shingles were not installed along eave edges in respects to manufacturers recommendations in order to have bottom tab to be glued to the initial coarse shingle.
11. Exposed staples again noted on south half of roof, for fastening shingles down is improper the staples should be 1" above the shingle line.
12. The valleys are cut shingles surfaces and they are cut very crooked, exposed tar observed at valley locations. Workmanship is very poor.
13. Shingle staples observed improperly set causing shingles to not lay down flat on roof surface.
14. Rusty nails found laying on both sides of the upper roof surface.
15. 1 top cap shingle is deteriorated and falling apart.
16. Tar noted at various places on roof especially north side due to just poor workmanship and sloppiness.
17. The west gable end peak has aluminum soffit material which is discolored, don't know if it is due to tape or what but it is incorrect.
18. The west gable end exit door does not have proper landing or exist path to meet state code standards.
19. J-trim molding is broken under west exit door.
20. The north vertical side of west exit door jamb is not inscrawled plumb which will cause the door lock mechanism to not close properly and latch properly. Currently up until just recently the owner had a steel strap over the opening just to keep it closed during winter. I was told plastic and various methods were used this last winter just to keep door closed and sealed for air infiltration problems.
21. This structure is a HUD labeled manufactured home. Unit label is PEI-033040.
22. Skirting around base of structure has been cut too short in many locations and has caused owner numerous trips outside to properly re-install skirting.
23. Skirting can fit approximately 3-1/2" up under the upper flashing molding, in some cases the skirting is noted only 1/2-3/4" under this area which is why during windy weather the skirting is being sucked out.
24. The vinyl siding is been cut too short on the back north side between the family room double hung windows.
25. Soffit, aluminum trim on upper north side is cut too long and has expanded and lifted up and does not lay properly flat.
26. The top horizontal white trim which intersects the siding and soffit material has been poorly installed at but joints it does not lay flat and appears to have been cut too long and is very wavy due to expansion and it is a cool day approximately 45-50 degrees.
27. The north vinyl siding between family room and kitchen dining room windows is bulging and is improperly installed.

28. Siding to the right side of family room window on north side of structure has not been installed, the bottom lip of siding did not properly intersect with the top lip of siding below.
29. Considerable white caulking noted around the exterior frame of north dining room window should have been cleaned off. This is also observed around kitchen window.
30. Siding is cut too short around kitchen window, 1/2" void observed out past edge of window jamb on right side and the top corner of the kitchen window jamb is busted off at the upper left corner.
31. White J molding underneath the north exit door is cracked and damaged.
32. No proper exit landing stairs has been installed out of the north exit door, which is a state building code violation.
33. Vinyl siding appears to be bulging by the north exit door light fixture approximately 1/2" bulge observed in a 6 inch distance.
34. The fascia trim on the east gable end has holes in it which were not filled, puttied or screws re-installed in the voids.
35. The fascia trim on the upper peak area of east gable end is damaged, buckled, improperly cut and needs replacement.
36. Soffit material at upper east gable end is discolored end, it appears to be taped or something has caused this same as observed on west gable end.
37. The top support edge of skirting is cracked and has a hole in it at the southeast corner of structure. In many places the top support edge of skirting along the base of unit is bowed, warped and again will allow the skirting to be sucked or pulled out during windy weather.
38. Proper screw is missing in service disconnect panel box to keep cover plate in place.
39. The 1-1/2" wide plastic piping from the service disconnect is not properly strapped within 3 feet of service disconnect box.
40. The front entry deck system is 33" above grade.
41. Front entry guard rails are 32" above decking service which is a state code violation 36" is required.
42. Joist hangers are missing on the south end of the deck joist which is a state code violation.
43. South 2x8 which is attached to floor joist spans 6-1/2" and is a single ply, this is undersized in respects to state code to carry the loads.
44. Stair risers off the south deck system are not uniform in height 8" at top 3-1/2" noted at bottom. 1/8" is allowed by state code standards.
45. 1 graspable hand rail is required by state code on stairs off of south side of structure.
46. 5 risers are present.
47. Guard rails system to each side of stairs has more than a 6" diameter sphere void present which is a state code violation.
48. The top tread of the stairs going up to the south deck has a tread width of 8-5/8" - 9" is required by state code.
49. Stair treads are required by state code to be within 1/8" uniformity for width which was not found 9-1/4 to 8-5/8" was observed.
50. Vinyl siding observed not properly connected together at joints between 2 south bedroom windows.
51. When checking the southwest corner of structure, I found the top of the wall leaning approximately 1-1/4" to the north, therefore I believe the steel frame system has not been installed level.
52. When checked with a level I found the west exit door jamb to be approximately 1/2" out of plumb in six foot distance.
53. The west gable end exit light fixture is crooked and siding is crooked around it, same is noted on north side of structure.
54. The northwest corner of structure when checked on the north side was found to be plumb, therefore I believe that the marriage wall location, the floor system is separated more than it should be.
55. After observing all 4 corners of structure I believe the southwest corner is not installed level and should be repaired by removing all vinyl siding, steel frame jacked up, new fascia repaired and installed, vinyl siding re-installed for proper completion.

56. Maintenance crew from factory was here just recently I believe just 4-5 days ago, there is numerous drywall debris laying on sidewalk, cutting materials left over laying on deck system. Clean up was terrible.

INTERIOR

1. In the living room on south side of structure there is still sheet metal heating ducts which make noises when walking across floor system and most likely will also make these noises when expanding and contracting during furnace use.
2. The east master bathroom toilet appears to have been removed and re-installed one of the plastic caps that fits on top of nuts that hold toilet in place was not re-installed.
3. The carpet was lifted up in master bathroom along tub unit approximately 3 feet and was not properly re-stretched back into place and connected to tacks stripping along tub.
4. In master bath I found the floor sheathing squeaking at the left side of tub along north end.
5. Door jamb from living room to kitchen on east end is approximately 3/8" unlevel at top of jamb.
6. The door jamb from the living room to dining area is approximately 1/4" out of level, both these are visible to the naked eye and should be repaired.
7. North exit door weather-stripping did not proper seal in the past all that was done was adhesive backed foam was installed onto existing weather-strip which is already turned and starting to pull loose. Door has only been opened maybe a dozen times. This is a temporary fix, is improperly done, door jamb should be removed, re-installed. Also trim around this door jamb indicates door jamb is not in the wall properly, the trim is bent at upper right corner and has separated where in comparison on left side it is straight smooth flush and nice wire joint is present.
8. Trims along the top upper cabinet above microwave has miter joints which are open separated approximately 1/8" voids observed.
9. The top drawer unit to the right of the kitchen sink needs the drawer guides to be adjusted more to left at back end which will cause the drawer front to align properly to the face of the cabinet and keep the drawer front from striking the door handle which is to the right of the kitchen sink.
10. Wall sheathing behind kitchen sink is spliced and is not spliced upon a stud, is not fastened to anything and does not even have the splice cap over the joint.
11. The range was just pulled out 2 days ago and now laminate on front of kitchen counter top to right of range is cracked and snapped. It is not fully off but proper repairs are needed most likely this will take replacement of material.
12. The range was to be leveled and was not leveled when the gentlemen were here the other day.
13. Front of range is approximately 3/8" out of level along front face.
14. The counter top which is approximately 8 inches wide to left side of range is 5/16" lower than counter top to right hand side of range, this should be corrected.
15. The front of range appears to be approximately 1/8" lower than back of range when checking with level.
16. At the kitchen island there are various places where the glue that was used to install the laminate on the countertop has not been properly cleaned, this is from past factory work.
17. The threshold from dining room to family room is not installed level the left or south end is approximately 1/2" higher in a 4 foot distance than the right north end.
18. Upper left and right side trim by the west bathroom family room area has a poor miter joint at top minor repairs are needed.
19. Striker plate to the west bathroom door is poorly aligned and needs to be straightened out also screws need to be properly recessed so that they are not scratching the door edge which is presently occurring.
20. The top edge of the shower module walls has not been properly caulked as was requested and was supposed to have been done by the service crew that was here just the other day.

21. Trims in the bathroom were taken down and re-installed I believe in some places they have been chipped and nail holes are present with discoloration at least these could have been caulked sealed over or stained to match.
22. Ceiling light in west bathroom was not properly re-installed nor was the globe put back on the light fixture.
23. Double switch by west exit door is still missing its proper cover plate.
24. West exit door has been worked on in last couple days.
25. The jamb was not straightened out to make lock system work properly.
26. Weather-stripping was not adjusted to seal properly.
27. Self adhesive back foam and the striker plate adjusted some was all that was done. There are still more proper corrections that could have been done in order to properly rectify what is done. I can still see daylight at the upper top right corner of door jamb.
28. The northwest corner of south half was found to be unplumb by 3/4" in 4 feet when checking the north wall.
29. The southwest corner of south half of structure is also unplumb in correlation to what was found at northwest corner and what was found in correlation to the outside southwest corner.
30. This end of structure needs to be re-leveled and possibly the southwest bedroom door jamb marriage wall location properly adjusted.
31. Trims are coming off on the inside of the closet door jamb for the southwest bedroom.
32. Carpet at the center south bedroom has a poor splice joint and the kangaback backing nylon webbing is pulled out and laying on top of carpet in some locations. Approximately 10-15 strands noted still attached hanging out at this location.

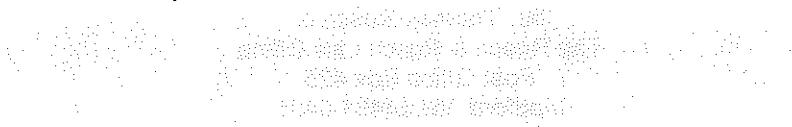
CRAWL SPACE

1. There is no vinyl plastic placed upon the ground under the full structure as is normally part of manufacturers recommend installation standards.
2. I question why one axle has been partially dropped under structure.
3. I question why all wheels aren't under axles they are on the back half in most instances but are not present on front south half of structure.
4. Large washers were found in crawl space by support column, I question if these were to be installed on the lag bolts which fasten they front and back halves of structure together.
5. There are 2 column support point locations noted under the marriage wall of structure, 1 is 14 feet from what I believe is the hitch east end and the other is 18 feet from the west end of structure.
6. Blocking above the marriage wall column support posts is very poorly done. The marriage wall appears to be approximately 4-5 inches wide and yet the top shim is only 2-1/2" wide and presently I can remove it by hand without extreme pulling.
7. The dryer was found to be vented underneath crawl space it should vent to exterior of structure.
8. Plastic under the belly of structure is cut open and not properly repaired by the north half hitch.
9. No cleanout observed for drain piping where it enters the ground which I believe is required by state code.
10. When taking measurements from the east hitch end the following pier points were observed along the steel I beam rail. Between individual points. 16" from the east end. 10 feet, 7 feet 8-1/2', 6 feet 9 feet, 6 feet, 2 foot it appears as though work has been recently done underneath the structure. In most cases all plastic that was being worked on in the belly area has been properly sealed up, I see no work of belly plastic done on the south half of structure where living room is.
11. The marriage wall is sealed off underneath and is taped shut.
12. I found lag bolts which interconnect the south half to north half of structure where the washers were missing on the lag bolts.
13. The hitches are both under east end of structure.

14. In reviewing the pier layouts it appears as though the piers are not properly spaced as per manufacturers specifications at 8' on center.
15. Variations from 6' to 10' were observed, manufacturers calls for 8' spacings.
16. The piers at the mid point of structure appear to be off approximately 2' coming from the east end and coming from the west end which is where we find both thresholds one to kitchen and one to dining area un level at top. This may be what is causing the problem to occur.
17. This structure is in a high wind area and is not anchored down to resist wind pressure and uplift.

TRANSVERSE LAYOUT

SECTION THROUGH CENTERLINE OF STRUCTURE



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SECTION THROUGH CENTERLINE OF STRUCTURE

APPRAISAL CERTIFICATE

I hereby certify that upon application for valuation by:

Mr. Thomas Rusch of
The Rusch & Rusch Law Office
Post Office Box 425
Medford, WI 54451-0425

The undersigned personally inspected the following described property:

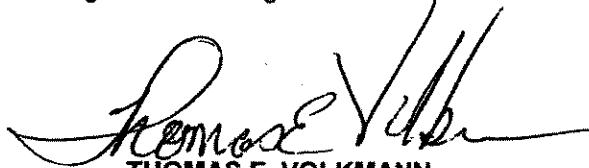
1415 North Minnow Lake Road
Philips, WI 54555

and to the best of my knowledge and belief the statements contained in this report are true and correct, and that neither the employment to make this appraisal nor the compensation is contingent upon the value reported, and that in my opinion the MARKET VALUE as of the 12th day of October 1999 is:

Thirty-two thousand five hundred and 00/100 Dollars
(\$32,500.00)
(as-is condition)

Thirty-nine thousand two hundred and 00/100 Dollars
(\$39,200.00)
(with defects repaired)

The property was appraised as a whole, owned in fee simple title and unencumbered, subject to the contingent and limiting conditions outlined herein.



THOMAS E. VOLKMANN

CERTIFIED RESIDENTIAL APPRAISER #942