

NAVAJO NATION DEPARTMENT OF JUSTICE

OFFICE OF THE ATTORNEY GENERAL

ETHEL B. BRANCH Attorney General HEATHER CLAH Deputy Attorney General

DEPARTMENT OF JUSTICE INITIAL ELIGIBILITY DETERMINATION FOR NAVAJO NATION FISCAL RECOVERY FUNDS

RFS/HK Review #: HK 0292-2
Date & Time Received: 1/19/23 at 11:39
Date & Time of Response: 26 January 2023; 4:13 pm
Entity Requesting FRF: Dennehotso Chapter
Title of Project: Modular Homes
Administrative Oversight: Division of Community Development
Amount of Funding Requested: \$933,672
Eligibility Determination:
FRF eligible
FRF ineligible Additional information requested
Additional information requested
FRF Eligibility Category:
(1) Public Health and Economic Impact (2) Premium Pay
(3) Government Services/Lost Revenue (4) Water, Sewer, Broadband Infrastructure
U.S. Department of Treasury Reporting Expenditure Category:
2.15, Long-term Housing Security: Affordable Housing

Procedures): Expenditure Plan incomplete Missing Form Funds will not be obligated by Supporting documentation missing Project will not be completed by 12/31/2026 12/31/2024 Ineligible purpose Incorrect Signatory Inconsistent with applicable NN or Submitter failed to timely submit CARES reports Additional information submitted is insufficient to make a proper determination Other Comments: ___ Name of DOJ Reviewer: Adjua Adjei-Danso Digitally signed by Adjua Adjei-Danso Date: 2023.01.26 16:14:43 -07'00' Signature of DOJ Reviewer: Adjua Adjei-Danso

Returned for the following reasons (Ineligibility Reasons/Paragraphs 5.E.(1)-(10) of FRF

Disclaimers:

If additional information has been requested and you wish to provide it, please resubmit all the required forms updated to include the additional information. Full resubmission will expedite the Initial Eligibility Determination process. Therefore, please include a new RFS form indicating resubmission, revised Appendix A, Budget Form 1, and other supporting documents. Please email your resubmission to arpa@nndoj.org. Please be aware that under Resolution BFS-31-21 a Project or Program can only be reviewed twice, therefore it is critical that you include all the requested additional information for your second submission.

An NNDOJ Initial Eligibility Determination is based on the documents provided, which NNDOJ will assume are true, correct, and complete. Should the Project or Program change in any material way after the initial determination, the requestor must seek the advice of NNDOJ. An initial determination is limited to review of the Project or Program as it relates to whether the Project or Program is a legally allowable use – it does not serve as an opinion as to whether or not the Project or Program should be funded, nor does it serve as an opinion as to whether or not the amount requested is reasonable or accurate.

APPENDIX A

THE NAVAJO NATION FISCAL RECOVERY FUNDS **REQUEST FORM & EXPENDITURE PLAN**FOR **NON-GOVERNANCE CERTIFIED CHAPTERS**

Part 1. Identification of parties.

Non-Governance Certified Chapter Dennehotso Chapter requesting FRF:	Date prepared: 11/15/2022
Chapter's P.O. Box 2301 mailing address: Dennehotso AZ 86535	phone/email: 928-658-3300
mailing address: Dennehotso AZ 86535	website (if any): msmith-williams@nnchapters.org
This Form prepared by: msmith-williams@nnchapter.c	prg phone/email: 928-658-3300
CONTACT PERSON'S name and title	CONTACT PERSON'S info
Title and type of Project: Modular Homes	
Chapter President: Larry Tuni	phone & email: 928-658-3300,Larrytuni15@gmail.com
Chapter Vice-President Tully Begay	phone & email: 928-658-3300, Tbegay@navajochapters.org
Chapter Secretary: Julia Richards	phone & email: 928-658-3300, Jrichards@navajochapters.org
Chapter Treasurer:	phone & email:
Chapter Manager or CSC: Maricelyn Smith-Williams	phone & email: 928-658-3300, msmith-williams.nnchapters.org
DCD/Chapter ASO:	phone & email:
List types of Subcontractors or Subrecipients that will be paid with FRF (if kn and sewer contractors Amount of FRF requested: 933,672.00 FRF funding period: Jai	document attached
Part 2. Expenditure Plan details.	
(a) Describe the Program(s) and/or Project(s) to be funded, including how and what COVID-related needs will be addressed:	• • • • • • • • • • • • • • • • • • • •
Housing for 8 community members who are homeless boundaries of Dennehotso. Two or more families livin unlivable conditions such as roofs, windows, walls, floable to withstand harsh weather for shelter or are unsfamilies can be assisted with the purchase of 8 modul conditons.	g within same homes. Families who have unsafe ours that are unfit to live in. Homes that are not anitary from COVID-19 conditions. Some
	☐ document attached
(b) Explain how the Program or Project will benefit the Navajo Nation, Nav	rajo communities, or the Navajo People:
The Modular homes will benefit the families in need on Safe from harsh weather and sheltered in a safe environment of the safe	ronment for Elders, Children and Adults. This will for themselves and people they live with. ng.
(c) Provide a prospective timeline showing the estimated date of comple	tion of the Project and/or each phase of the Project. Disclose any

challenges that may prevent you from incurring costs for all funding by December 31, 2024 and/or fully expending funds and completing the

Program(a) or Project(a) by December 24, 2000	APPENDIX A
Program(s) or Project(s) by December 31, 2026:	
Completion of Project Sept 1st 2024 The constr	otential vendors for purchase of modular homes.
conducted in (4 phases) through a 5-step proces	uction and completion of 8 modular homes will be
earthwork, homesite lease verification, homesite	prep, homesite construction, and utility installation.
	document attached
(d) Identify who will be responsible for implementing the Program of	or Project:
Dennehotso Chapter Manager & Administrative	Service Center will be responsible for the
documention, quotations, contracting, NTUA con	ne and oversee the process such as: Application, inections, Ordering, Filing, Follow-up.
(2) 5 1 2 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	☐ document attached
prospectively:	e costs for the Project once completed, and how such costs will be funded
The project will be maintain by the individual hor	me owner and maintenance cost will be consumed by
home owner once they are recieved by chapter. be the responsibility of the home owner.	All the operation costs, bills, and additional fees will
Home owners will complete homeowner training	prior to homeownership.
	☐ document attached
(f) State which of the 66 Fiscal Recovery Fund expenditure catego proposed Program or Project falls under, and explain the reason wi	ries in the attached U.S. Department of the Treasury Appendix 1 listing the ny:
3.11 Housing support Services for unhoused pe	
Dennehotso Chapter modular homes is to assis boudaries with homes. Families that are homele within one household.	t family members within the Dennehotso Chapter ss and over crowded due to more than 2 families
	☐ document attached
Part 3. Additional documents.	
List here all additional supporting documents attached to this FRF	Expenditure Plan (or indicate N/A):
The completion of the project should be Sept. 1,	2024.
-Program Budget Summary Budget Form (3 pag	es)
-Home quotes (9 total) -Chapter Resolution (DCHNOV-020-2023	
Onapter (CSOlution (BO) 1140 V-020-2025	Chapter Resolution attached
Part 4. Affirmation by Funding Recipient.	
Funding Recipient affirms that its receipt of Fiscal Recovery Funds with Resolution No. CJY-41-21, the ARPA, ARPA Regulations, and	and the implementation of this FRF Expenditure Plan shall be in accordance with all applicable federal and Navajo Nation laws, regulations, and policies:
Chapter's Smith Villiams Preparer: Signature of PreparerCONTACT PERSON	Approved by: signature of Chapter President (or Vice-President)
Approved by: Minute Welliams A	pproved by:signature o/Chapter ASO
A	pproved to submit
	Signature of DCD Director
	12.5.22

THE NAVAJO NATION PROGRAM BUDGET SUMMARY

Page 1 of 3 BUDGET FORM 1

PART I.	Business Unit No.:	NEW	Program Title:			lular nes	Division/Branch:	on of Community Deve	opment /Fx:	
Pro	epared By: Maricely	yn Smith-Williams	Phone	No.:		il Address:		msmith-williams@nnchapters.org		
	FUNDING SOURCE(S)	Fiscal Year /Term	Amount	% of Total	PART III. BUDGET SUMMARY Fund Type		(A) NNC Approved	(B)	(C) Difference or	
ARPA		1/1/2023-12/31/2026	933,672.00	100%	2004 Demond Fundament	Code	Original Budget	Proposed Budget	Total	
		 			2001 Personnel Expenses	-				
		-			3000 Travel Expenses	-				
					3500 Meeting Expenses					
					4000 Supplies	1				
		-			5000 Lease and Rental	-				
					5500 Communications and Utilities					
					6000 Repairs and Maintenance					
					6500 Contractual Services					
					7000 Special Transactions					
					8000 Public Assistance	6	9	933,672	933,672	
					9000 Capital Outlay					
					9500 Matching Funds					
					9500 Indirect Cost					
						TOTAL	\$0.00	933,672.00	933,672	
					PART IV. POSITIONS AND VEHICLES	- /811	(D)	(E)		
					Total # of Positions	Budgeted:	0	0		
		TOTAL:	\$933,672.00	100%	Total # of Vehicles	Budgeted:	0	0		
PART V.	I HEREBY ACKNOWLE	DGE THAT THE INF	FORMATION COM	ITAINED	IN THIS BUDGET PACKAGE IS COMPLE	TE AND AC	CURATE.	West of the second seco		
SUBMI	TTED BY:	Maricelyn Smith-	-Willliams		APPROVED BY:		Dr. Yellowman			
	Program Manager's Printed Name Division Director / Branch Chief's Printed Name									
	SUBMITTED BY: Maricelyn Smith-Williams APPROVED BY: Dr. Yellowman Program Manager's Printed Name Division Director / Branch Chief's Printed Name Program Manager's Signature and Date Division Director / Branch Chief's Signature and Date									

FY 2023

THE NAVAJO NATION PROGRAM PERFORMANCE CRITERIA

Page 2 of 3 BUDGET FORM 2

PART I. PROGRAM INFORMATION:						mod	eular	
Business Unit No.: NEW Program Name	Title:			Dennehot	so Chapter	Hon	res	
PART II. PLAN OF OPERATION/RESOLUTION NUMBER/PURPOSE OF PROGRAM:								
PART III. PROGRAM PERFORMANCE CRITERIA:	Goal Goal	t QTR Actual	2nd Goal	QTR Actual	3rd Goal	QTR Actual		QTR
1. Goal Statement:	Goal	Actual	Goal	Actual	Goal	Actual	Goal	Actual
Homes for needed families who have more them one family member in one household								
Program Performance Measure/Objective:								
To Assist 8 community members homes using procurement process to purchase modualar l	home: 2		2		2		2	
2. Goal Statement:								
Program Performance Measure/Objective:								
3. Goal Statement:				<u> </u>				
o. Godi Statement.								
Program Performance Measure/Objective:								
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4. Goal Statement:								
Program Performance Measure/Objective:								
5. Goal Statement:								
Program Performance Measure/Objective:								
110gram i enormance measure/objective.		Т						
PART IV. I HEREBY ACKNOWLEDGE THAT THE ABOVE INFORMATION HAS BEEN THORO	NICHI V DEVIE	TAFE						
Marielyn Smith-williams	JUGHLT REVIE	WED.		Dr. Yellowma	n			
Program Manager's Printed Name		Divisio	n Director	Branch Chie	ef's Printed	Name		
Month Welliams 2/1/2022		1	earl	All	ne	12.5.	22	
Program Manager's Signature and Date		Division I	Director/B	anch Chief's	Signature	and Date		

THE NAVAJO NATION DETAILED BUDGET AND JUSTIFICATION

Page 3 of 3 BUDGET FORM 4

	ROGRAM INFORMATION: Program Name/Title: Dennehotso Chapter Dennehotso Chapter Business Unit No.:		
	Program Name/Title: Dennehotso Chapter Home's Business Unit No.:	NEW	
PART II. I (A)	DETAILED BUDGET: (B)	(C)	(D)
Object Code (LOD 6)	Object Code Description and Justification (LOD 7)	Total by DETAILED Object Code (LOD 6)	Total by MAJOR Object Code (LOD 4)
8000	Housing: Modular home (1) 4 bedroom/ 2 bath = \$ 199.209 , Modular homes (3) 2 bedroom/ 2 bath = \$102,009x3= 306,027.00 (4)3 bedroom/ 2 bathroom 107,109 x 4 = \$428,436,00	933,672	933,673
	TOTAL	933,672	933672

THE NAVAJO NATION PROJECT BUDGET SCHEDULE

Page 1 of 2 PROJECT FORM

PART I. Business Unit No.: NEW																		-				PAF	OT II		-	Droi	oot In	forma	tion	_
Project Title: Dennehotso Ci	hapter	r																					ect Ty	ne.		Floj		using	шоп	-
Project Description Purchase 8			modu	lar ho	mes															_		1 1		tart Date	o.		_	///20	22	
-																						1		nd Date				//20		
Check one box:	70	Origina	al Bud	get		Bud	get Re	evision	[Bu	dget F	Reallo	cation		Budg	get M	odifica	ation				1				Marice				
PART III. PART IV. Use Fiscal Year (FY) Quarters to complete the information below. O = Oct.; N = Nov.; D = Dec., etc.							Walle	iyii o	THE T	VIIIIaiii	5																			
List Project Task separately; such	PAR	I IV.	US	e risc	al Te		2023	nters	to con	ipiete	the ir	IOIIII	T	elow.	0=(JCI.; I	A = 1/4									pecte				
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or Furnish.	0	1st Qt	r.	J	2nd Q F	tr. M	A	3rd Qr	tr.	Jul	4th Qt	r. S	0	1st Q	r.	J	2nd Q F	tr.	A	3rd Qt	r.	Jul	4th Q	tr.	0	Date_ N	D		F	М
01/01/2023 - 04/01/2023 Design of homes 04/01/2023 - 06/01/2023 Advertise for construction through 164 process 06/01/2023-12/31/2026 Construction of 8 homes				x	x	x	x	x	x	X	x	x	x	x	x	x	x	x	x	x	x		x	x				J		
PART V.		\$		_	\$					_			_				_													Ш
Expected Quarterly Expenditures		- P			Þ			\$			\$			\$			\$			\$		933	\$,672	2.00	(PR 733		T TOT		

FOR OMB USE ONLY:	Resolution No:	FMIS Set Up Date:	Company No:	OMB Analyst:
	-			Commission of the Commission o

RESOLUTION OF THE DENNEHOTSO CHAPTER DCHNOV-020-2023

SUPPORTING AND APPROVING AMERCIAN RESCUE PLAN ACT FUND TO PURCHASE MODULAR HOME (1) 4 BEDROOM/2 BATH = \$199,209.00, MODULAR HOME (3) 2 BEDROOM/2 BATH = \$102,009.00 X 3 = \$306,027.00, (4) 3 BEDROOM/2 BATHROOM = \$107,109.00 X 4 = \$428,436.00 TOTAL COST (\$933.672.00) FOR DENNEHOTSO CHAPTER HOMELESS COMMUNITY.

WHEREAS:

- Dennehotso Chapter is a certified Chapter of the Navajo Nation established and recognized by the Navajo Nation Council as foundation of the Navajo Nation government, vested with the authority to plan and implement projects in the best interest of the community, 26 N.N.C., Section103 (D), and
- Pursuant to 26 N.N.C., Section 1004 (a), the Dennehotso Chapter is vested with the authority to review all matters affecting the community and make appropriate recommendations to the Navajo Nation, Federal, State, and local agencies for appropriate actions; and
- 3. The Dennehotso Chapter community are experiencing overcrowding and homeless family in need of instant shelter; and
- 4. Building a permanent frame home verses modular home, cost effective and then getting a licensed plumper, electrician, carpenters, and time involved moving into a home.

NOW THEREFORE BE IT RESOLVED THAT:

1. SUPPORTING AND APPROVING AMERCIAN RESCUE PLAN ACT FUND TO PURCHASE MODULAR HOME (1) 4 BEDROOM/2 BATH = \$199,209.00, MODULAR HOME (3) 2 BEDROOM/2 BATH = \$102,009.00 X 3 = \$306,027.00, (4) 3 BEDROOM/2 BATHROOM = \$107,109.00 X 4 = \$428,436.00 TOTAL COST (\$933.672.00) FOR DENNEHOTSO CHAPTER HOMELESS COMMUNITY.

CERTIFICATION

I certify that the foregoing resolution was duly considered by the Dennehotso Chapter, at a duty called meeting. in Dennehotso (Navajo Nation), Arizona at which a quorum was present and that same was passed by a vote of 07 in favor, 00 opposed, 01 abstained, this 19th, of November 2023.

Motion by: Frank C. Yazzie Second by: Shelia Pelt

Larry Tuni, Chapter President

Dennehotso Chapter Western Navajo Agency



DENN .HOTSO CHAPTER .25 Miles North of MP 417.5 on HWY 160 PO Box 2301 Dennehotso, Arizona 86535

L. Tuni, Chapter President Tully Begay, Chapter Vice-President Julia Richards, Chapter Sec./Treasurer Kenneth Johnson, Grazing Official Nathaniel Brown, Council Delegate

TELEPHONE: 928.658.3300/3301 FAX: 928.658.3304 EMAIL: dennehotso@navajochapters.org

Johnathan Nez President DCHNOV-020-2023

Myron Lizer Vice-President

RESOLUTION OF THE DENNEHOTSO CHAPTER

SUPPORTING AND APPROVING AMERICAN RESCUE PLAN ACT FUND TO PURCHASE MODULAR HOME (1) 4 BEDROOM/2 BATH= \$199,209.00, MODULAR HOME (3) 2 BEDROOM/2 BATH= \$102,009.00 X3 = \$306,027.00, (4) 3 BEDROOM/2 BATHROOM = \$107,109.00 X4 = \$428,436.00 TOTAL COST (\$933,672.00) FOR DENNEHOTSO CHAPTER HOMELESS COMMUNITY.

WHEREAS:

- Dennehotso Chapter is a certified Chapter of the Navajo Nation established and recognized by the Navajo Nation Council as foundation of the Navajo Nation government, vested with the authority to plan and implement projects in the best interest of the community, 26 N.N.C, Section 103 (D), and
- Chapter affirms that the Dennehotso Chapter will only use awarded Funds in compliance with the ARPA, the ARPA Regulations, and all other applicable Navajo Nation and federal laws and regulations.
- Pursuant to 26 N.N.C., Section 1004 (a), the Dennehotso Chapter is vested with the authority to review all
 matters affecting the community and make appropriate recommendations to the Navajo Nation, Federal,
 State, and local agencies for appropriate actions; and
- 4. The Dennehotso Chapter community are experiencing overcrowding and homeless family in need of instant shelter; and

NOW THEREFORE BE IT RESOLVED THAT:

1. Supporting and approving American Rescue Plan Act Fund to Purchase Modular Home (1) 4 bedroom/ 2 bath =\$199,209.00, Modular Home (3) 2 bedroom /2 bathroom =\$102,009.00 X 3 = \$306,027.00, (4) 3 bedroom/ 2 bathroom =\$107,109.00 X 4 = \$428,436.00 Total Cost (\$933,672.00) for Dennehotso Chapter Homeless Community.

CERTIFICATION

I Certify that the foregoing resolution was duly considered by the Dennehotso Chapter, at a duly called meeting. In Dennehotso (Navajo Nation), Arizona at which a quorum was present and that same was passed by a vote of <u>07</u> in favor, <u>00</u> opposed, <u>01</u> abstained, this 19th, day of November 2022.

Motion by: Frank C. Yazzie Second By: Sheila Pelt

Larry Tuni, Chapter President

Dennehotso Chapter Western Navajo Agency



Mondular Homes for Denneotso Chapter ARPA Project.

December 21, 2022

We need more information to determine if the proposed housing assistance is an eligible use. To assist us, please provide answers to the following questions in as much detail as possible and include any other relevant information, including any applications or other attachments:

- 1. What is the criteria to be approved for a new home/how were/will the 8 recipients be selected? Please be specific, including any family size and income limitations, as well as any other specific needs of the intended recipients.
- 2. Please describe in more detail the homes to be built, including square footage, number of bedrooms, etc., and how the size of home selected for each recipient will be Idetermined (based on family size, etc.)
- 3. Please describe how the estimated size and cost per home compares to homes in the area these homes will be located.
- 4. Please explain whether the home construction projects would qualify for any federally funded housing programs, including but not limited to the National Housing Trust Fund, Indian Housing Block Grant program, the Indian Community Development Block Grant program, or the Bureau of Indian Affairs Housing Improvement Program.

Response:

- 1. What are the criteria to be approved for new home/ how were/ Will the 8 recipients be selected?
 - The potential homeowners will fill out an application similar to the Discretionary application. It will include
 - a. APPLICATION (Which will be approved with a resolution)
 - a. Name SS#, CC#, Number of people living in home. If they have electricity, sewer, septic, shower, type of water system. Number of bedroom and bathrooms in house. If they have homesite lease. If any household members have health conditions. Statement of current living conditions.
 - b. INCOME VERIFICATION STATEMENT
 - c. AUTHORIZED FOR RELEASE OF INFORMATION
 - d. MAP OF RESIDENCY
 - e. HOME SITE LEASE
 - f. COPY OF APPLICANT CERTIFICATE OF INDIAN BLOOD
 - g. COPY OF APPLICANT SOCIAL SECURITY CARD
 - h. NAVAJO NATION VOTERS REGISTRATION
 - i. REFERRALS FROM PHYSICIANS, SOCIAL WORKER, CHR & ETC. (if applicable)
 - j. PICTURE OF CURRENT LIVING CONDITIONS
- 2. Please describe in more details the home to be built, including square footage, number of bedrooms, etc. and how the size of home selected for each recipient will be determined (Based on family size).

After selecting quotes from 3 viable sources. Homes Direct of Farmington is selected. Homes are modular homes (trailers) Each will be built and distributed to selected individuals who match the requirement for home selection from the application that is submitted by the applicant.

- a. (1) 4 bedroom / 2 bath = 76 (L)x27 (W)= 2052 square feet.
- b. (3) 2 bedroom/ 2 bath= 68 (L)x 16(w)= 1088 Square feet.
- c. (4) 2 bedroom/ 2 bath = 76 (L) x 16 (w) = 1216 square feet.
- 3. Please describe how the estimated size and cost per home compares to homes in the area these homes will be located.

COVID Impact

The above-mentioned homes were selected to house one family. The COVID pandemic revealed that multiple families lived in 1-2 bedroom housing units, which allowed for quick spread of the COVID-19 virus. The current status of housing units within the Dennehotso chapter that are not NHA or school housing are older home units with many homes needing repairs. Additionally, those homes are without utility, water and sewer. Outhouses and port-a-potties are used at these units. There is not a record of appraisals for these units so providing a housing cost is not available. However, we can provide a median list price for housing units within Apache County. Dennehotso Chapter is located within Apache County.

APACHE COUNTY MEDIAN HOME PRICE

Based on Rockethomes.com, the median list price within Apache County for a 2-bedroom unit is \$322,000 and a 3-bedroom unit is \$854,000. These are housing units located outside of the boundaries of the Navajo Nation but located within the State of Arizona's Apache County. Within the Dennehosto Chapter area, there is no real land sales nor are there any home units posted for sale. Dennehotso Chapter is located within the boundaries of the Navajo Nation and a part of the State of Arizona's Apache County. Navajo Nation land is held in trust with the federal government.

DENNEHOTSO CHAPTER HOME DISTRIBUTION

The housing makes up within the Dennehosto Chapter consists of family homes, Navajo Housing Authority (NHA) homes and school district homes. The local churches have homes for their church leaders. The family homes in the Dennehosto Chapter area are considered to be in poor, dilapidated condition. The family home can be a traditional hogan, mobile home or single-story wood-built units.

Other families live in NHA homes that are income-based. Renter must qualify as low-income. Rent is based on income. Most, if not all, are occupied or under renovation. The NHA housing units are repaired and maintained by NHA employees.

The local boarding school does offer school housing for school employees. Employees can be teachers, administrators, and non-certified personnel. Repair and maintenance are conducted by school employees.

Those homes that are not under NHA control or within the local school boundary are mobile homes and older home structures that are 1-2 bedroom. These homes are repaired and maintained by the owner. Given the lack of jobs in the region, the homeowners often are regarded as low-income and struggle with basic repairs and maintenance. Over time, those homes become dilapidated but remain occupied by families. Dennehotso Chapter has a population of 746 according to 2010 census bureau.

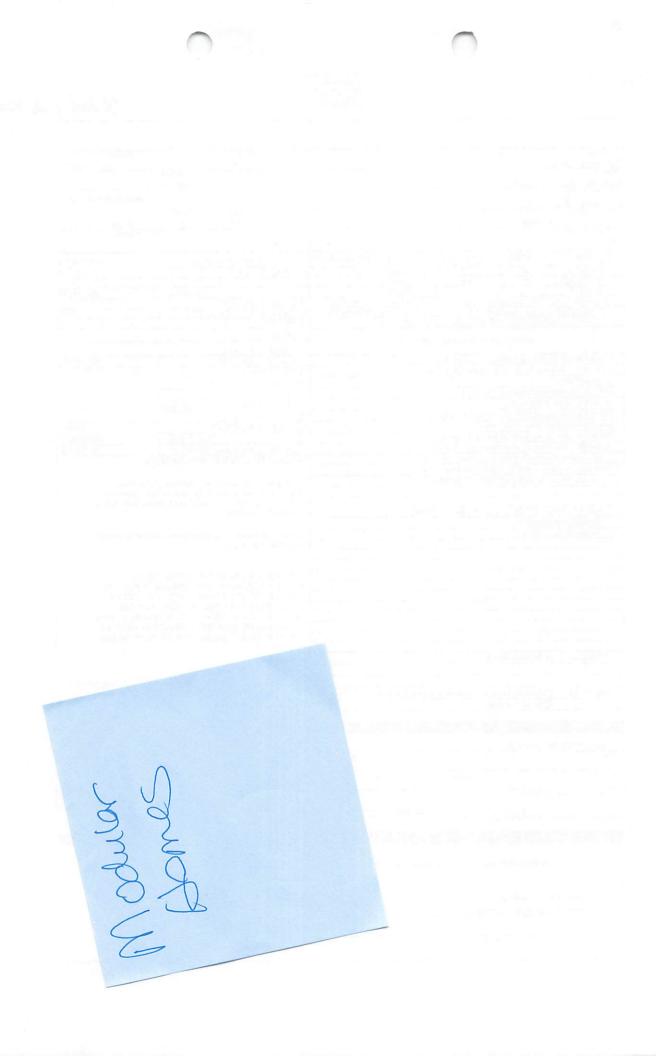
4. Please explain whether the home construction projects will qualify for any federally funded housing programs, including but not limited to the National Housing Trust Fund, Indian Housing Block Grand programs, the Indian Community Development Block Grant program, or the Bureau of Indian Affairs Housing Improvement Program.

The home construction projects would most likely qualify for federally funded housing programs however federal housing funds are sought by the Navajo Nation's Tribally Designated Housing Entity (TDHE). The Navajo Housing Authority is the TDHE for the Navajo Nation. As such, this particular housing project would be decided by the Navajo Housing Authority and most likely would not be completed as the Navajo Housing Authority has housing projects that cover the entire Navajo Nation, a boundary that rivals the State of West Virginia. Any project would take years to generate, construct and complete. Dennehosto Chapter does not favor this path.

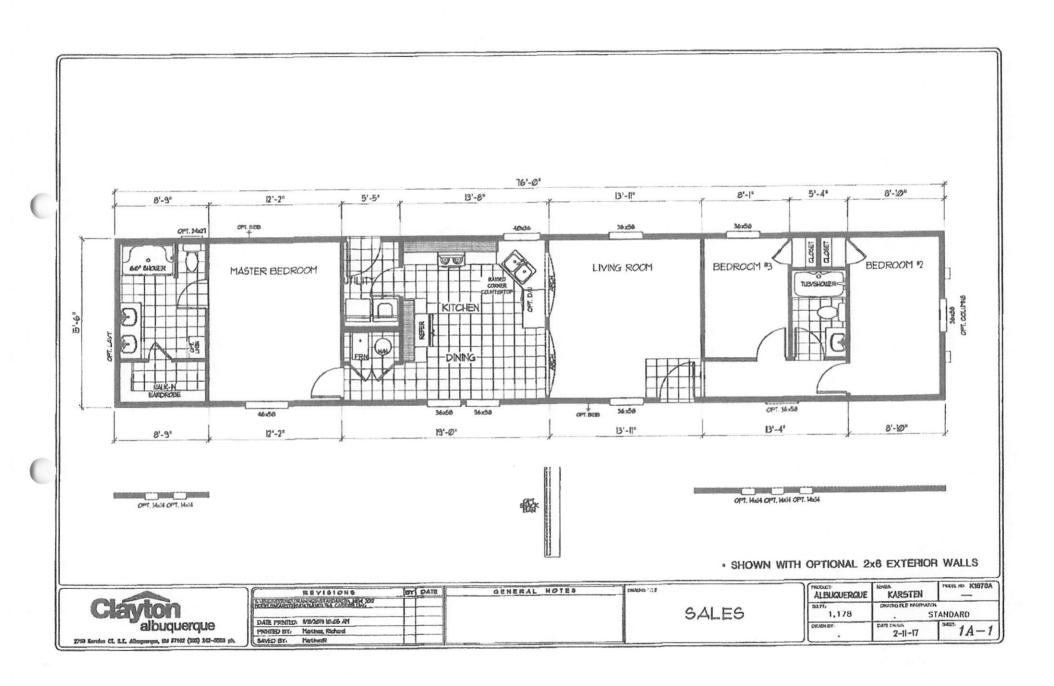
Homes Direct Of Farmington 2190 Bloomflaid Hwy Farmington, NIM 87401 (506) 325-8703 (505) 325-8001 Fax

3bd/2 bath

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LORWE ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER AND HAT LOR WE HAVE BUILD UNDERSTAND PAGE 1 OF THIS AGREEMENT. SIGNED X	ANY DEBT LOWE OF	N THE TRADE-IN	IS TO BE PAID BY		7 YOU F	7 ME	1			
LORWE ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER AND HAT L OR WE HAVE READ AND INDERNSTAND PAGE 2 OF THIS AGREEMENT. SIGNED XPURCHASER Homes Direct Of Farmington LLC RETAILER Not Valid stakes Migrad and Acceptablely General Sakes Managery SIGNED X PURCHASER By PURCHASER			L	TOTAL CONTRACTOR						ver, except as noted.
Homes Direct Of Farmington LLC SIGNED X PURCHASER Not Valid unless Migrad and Acceptant by General Sales Museager Signed X PURCHASER By PURCHASER	this said desired the	A 10 COURSE SERVING	TANCON BETWEEN YOU AND	H 14021	COLD STANSABLE	KO INDEKSKI	275 VIRULIA	WHITEN HARRING	CH MILLE OF ANY CO	NESTANDO DINCHNINAME
Homes Direct Of Farmington LLC SIGNED X PURCHASER Not Valid unless Migrad and Acceptant by General Sales Museager Signed X PURCHASER By PURCHASER		LORWE ACKN	DWLEDGE RECEIPT OF A	COPY DE	THIS ORDER AND T	HAT L OR W2	L HAVE BYAD A	ND UNDERSTAND P	AGE 1 OF THIS AG	REEMONT.
Homes Direct Of Farmington LLC RETAILER Not Valid unless Nigned and Accepted by General Sales Messager By										
Not Valid unless Nigued and Accepted by General Sales Messager SIGNED XPURCHASER	Homes Di	rect Of Farmings	ion II C			SIGNED	х			PURCHASER
By SIGNED XPURCHASER					RETAILER					
Ву		ent valid union Nigned so	no Accepted by Ganural Sales M	lauager		SIGNED	x			PURCHASER
	Ву	A	pproved							



CUSTOMER NAME	Dennehotso Chapter #5		1		1	DATE
ADDRESS	Dennehotso, AZ			,		11/10/2022
SERIES / MODEL	K1676A	BA	SE	PRICE	\$	105,609.00
Vinyl Skirting with Steps	SCHEDULE A - OPTIONS	α τγ 1	\$	BASE 2,000.00	\$	EXTENDED 2,000.00
		. (OPTIO	ONS TOTA	L \$	2,000.00
NOTES						,

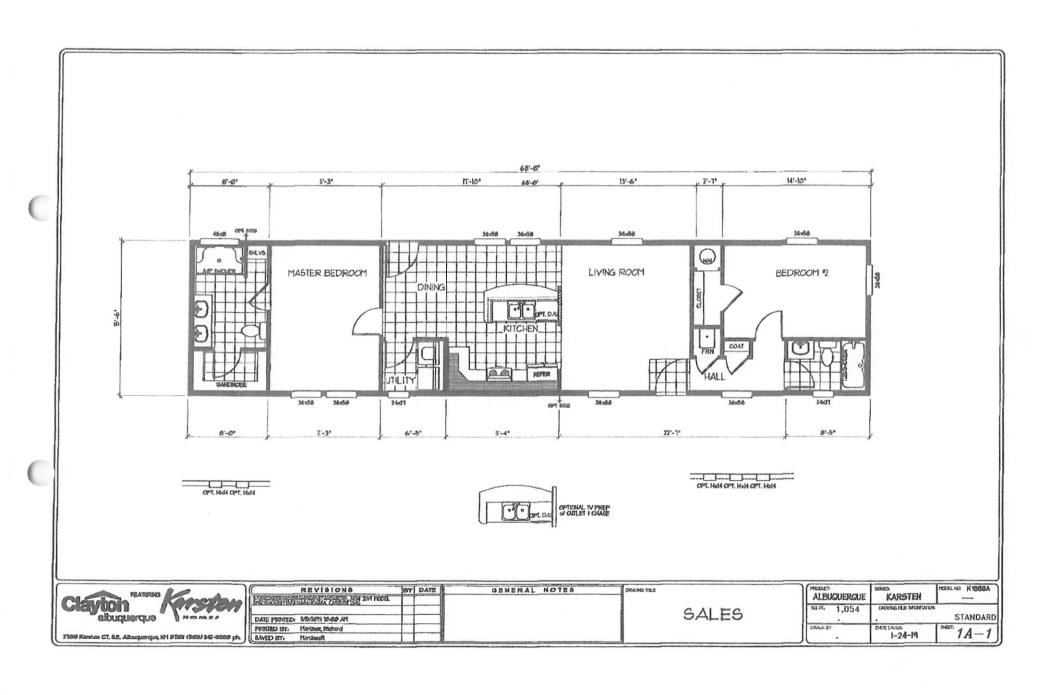


Homes Direct Of Farmington 2180 Bioomfield Hwy Farmington, NM 87401 (505) 325-8700 (505) 325-6001 Fex

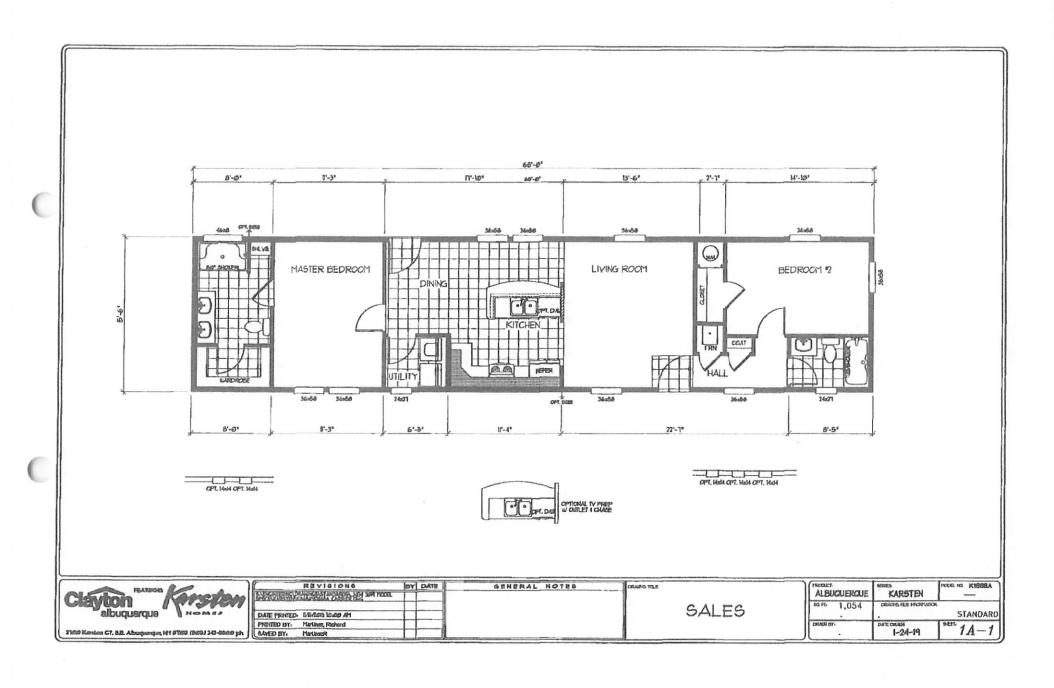
2 bd/2 bath

PURCHASER'S Donnehotso Chapt	ter #2	in a subject to					928-658-	1301	DATE November 10, 2022
ADDRESS Dennehotso Chapt	ter House, AZ			din San		W. Co.		Sales Person: Patrick	1 1000000000 100, 2022
DELIVERY ADDRESS								Laurick	
MAKE & MODEL	7				Control of				APPROXIMATE FLOOR SUZ
	K1668A						YEAR 2023	BD. ROOMS	L= 68 W= 16
SERIAL NUMBER					New Men		COLOR		L = 68 W = 16
LOCATION	R-VALUE	THICKNESS	777.1	AE 05 IN	X NEW	7			
CEILING	38	10.5	Cellulo		SULATION	FACTORY	SE PRICE OF	UNIT	\$100,509.00
EXTERIOR	19	5.5	Fiberg		***************************************	PACTORY	OPITIONS		\$2,000,00
FLOORS	21	4.5	Fiberg					SUB-TOTAL	\$102,509.00
THIS INSULATI	ON INFORMATIO	ON WAS FURNISHED I E WITH THE FEDERA	BY THE MAN	UFACTUR	ER AND		TATION FEE		
		IRD ON RIGHT CHOK			V KULE	TITLE FEE	10N - TAX EX	EMPT	\$0.00
12052						INSURANC			
	RETAIL	ER INSTALLED OF	PTIONS			-	NEOUS FEES	-	
Homes Direct v	vill deliver, bloc	k,level and set home	. 5	-			CHASE PRICE		\$102,509.00
		anecting electric, gas	S.			TRADE-IN ALL			
water and sewe						LESS BAL, DU			
conditions of th	ed addendums f	or all other	-			CASH DOWN			
		require a licensed				CASH DOWN I		\$500.00	
plumber and el		The same of the sa	1			-	TAL CREDIT	S	\$500.00
		are the property of						SUB-TOTAL	\$102,009.00
		urned on delivery.					Balance of Cast		\$102,009.00
		e days of home arriv cheduled once Home				CONTRAC	TUAL TERMS	AND CONDIT	TIONS:
		MITS REOUIRED.				Linon recei	or of \$ down or	the purchase o	I this home
						-		the home to be l	
DALLANCE CAR	DIED TO SCHOOL	LER INSTALLED EX	-					order, the \$ de	posit will become
	REMARKS:	LEK INSTALLED EX	TRAS S			NON-KEE	UNDABLE.		
Please See Se	The state of the s					All contra	ct disputes sub	ect to agreed bi	inding arbitration.
							13 on page 2.)		
						-			
						IF HOME	IS BEING PU	T ON A PERM	ANENT
						-			BLE FOR THE
								ATION AND TI	
								AN REQUIRE	TSION. COPY OF
									TON MUST BE
						COMPLE	TED BEFORE	HOME WILL	BE ORDERED.
\$25,627.25	to ORDER be					-			
325,027.25	to ORDER no	ome.				ADDITI	ONAL COMM	FATS.	
						-			me only. It does not include
\$76,881.75	DUE once he	me arives on site, a	ind is block	æd.					S due prior to ordering the
	Upon phone a								ouse arrives on site, and is
						blocked. Up	oon phone audi	t.	
NOTE WAR	RANTS AND EXCL	YEAR	UNS OF BAMI	the same of the sa	GE 1				
DESCRIPTION	OF TRADE-IN			SIZE					
MAKE		MODEL		BEDROOM	45				ns and conditions
TITLE NO		SERIAL NO		COLOR					reed to as part of ove the signatures.
1111.6		WALL NO		COCOR					iler, manufactured
AMOUNT OWING	NOHW OT								and accessories,
LANGE BERT LOUIS	NAME OF THE OWNER.			2/0	passed			d has been volu	
ANY DEBT TOWE O	N THE TRADE-IN	IS TO BE PAID BY		YOU	ME ME	trade-in is	free from all c	laims whatsoev	er, except as noted.
her comparitors of	or line and the change	Ligon because you be-	NE CONTRACTOR	a street of the	TEN OF MORE	CARNE SERVICE	WALLES HOW SHIP Y	APRINTED DO VICE	CAPADO-THE A WAY A
	LOR WE ACKNO	OWLEDGE RECEIPT OF A	COPY OF TIES	ORDER AND	THAT LOR W	E HAYE BYAD A	ND UNDERSTAND P	AGE 2 OF THIS AGE	PLMEST.
					SIGNEI	x			PURCHASER
Homes Di	rect Of Farmingt	on LLC		RETAILE	R				
,	Not Vulut mions Signed at	nd Accepted by General Sales M	Lumger	ALIAILE:					
Ву					SIGNE	У Х			PURCHASER
	A	pproved							
ł.									

CUSTOMER NAME	Dennehotso Chapter #2		DATE
ADDRESS	Dennehotso, AZ		11/10/2022
SERIES / MODEL	K1668A	BASE PRICE \$	100,509.00
Vinyl Skirting with Steps	SCHEDULE A - OPTIONS OPTION	QTY BASE 1 \$ 2,000.00 \$	EXTENDED 2,000.00
		OPTIONS TOTAL \$	2,000.00
NOTES			



CUSTOMER NAME	Dennehotso Chapter #4	·			DATE
ADDRESS	Dennehotso, AZ				 11/10/2022
SERIES / MODEL	K1668A	_ BA	SE	PRICE	\$ 100,509.00
Vinyl Skirting with Steps	SCHEDULE A - OPTIONS OPTION	QTY 1		BASE 2,000.00	\$ EXTENDED 2,000.00
		OF	PTIO	NS TOTAL	\$ 2,000.00
NOTES					

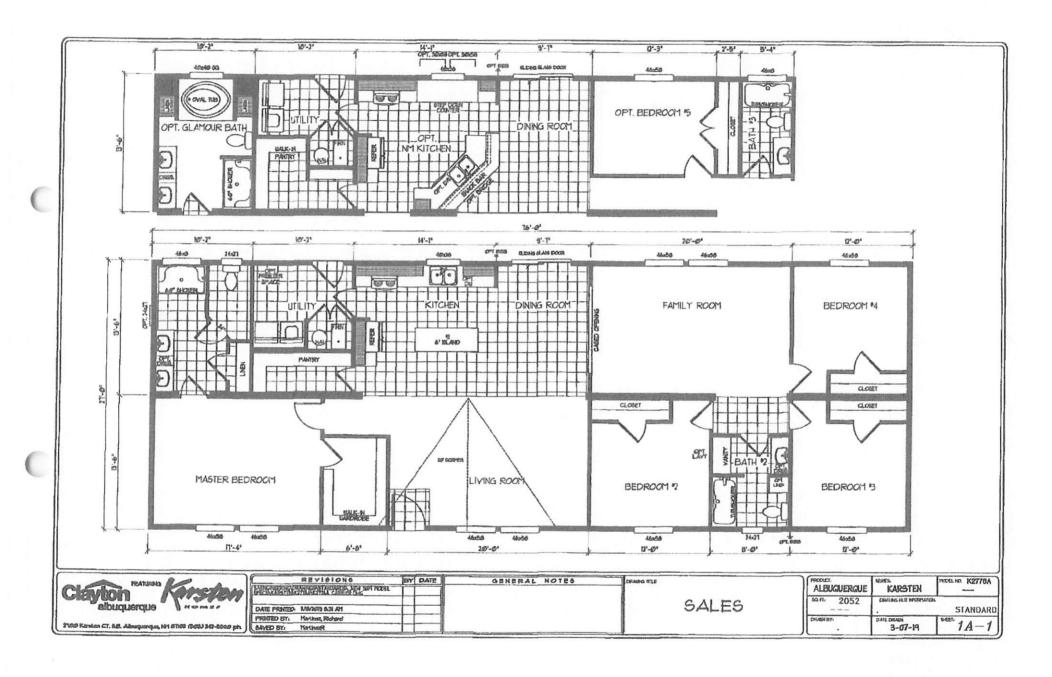


riomes Direct Of Fermington 2190 Bloomfield Hwy Fermington, NM 87401 (506) 325-6700 (505) 325-6001 Fex

4Bd 2Bath PURCHASIRS PHONE DATE Dennehotso Chapter #1 928-658-3301 November 10, 2022 Sales Person Dennehotso Chapter House, AZ Patrick Dennehotso, AZ APPROXIMATE PLOOR NEED VEAR BD. ROOMS K2776A 76 11 = SERIAL NUMBER TBD S.D.S. NUMBER X NEW USED LOCATION R-VALUE THICKNESS TYPE OF INSULATION BASE PRICE OF UNIT \$197,709.00 CEILING Cellulose 10.5 FACTORY OPITIONS EXTERIOR Fiberglass **FLOORS** 21 4.5 Fiberglass SUB-TOTAL \$199,709,00 THIS INSULATION INFORMATION WAS FURNISHED BY THE MANUFACTURER AND DOCUMENTATION FEE IS DISCLOSED IN COMPLIANCE WITH THE FEDERAL TRADE COMMISSION RULE RESERVATION - TAX EXEMPT \$0.00 INSULATION FACTORS ARE STANDARD ON RIGHT CHOICE HOMES ONLY. TITLE FEES INSURANCE RETAILER INSTALLED OPTIONS MISCELLANEOUS FEES Homes Direct will deliver, block, level and set home. 1. CASH PURCHASE PRICE \$199,709.00 Customer is responsible for connecting electric, gas, TRADE-IN ALLOWANCE water and sewer. LESS BAL. DUE on above Refer to attached addendums for all other NET ALLOWANCE conditions of this transaction. CASH DOWN PAYMENT \$500,00 Electrical and gas connections require a licensed CASH AS AGREED ME NO plumber and electrician at buyers cost, 2. LESS TOTAL CREDITS \$500.00 Wheels, hitch(s), axles, and tire are the property of SUB-TOTAL \$199,209.00 Homes Direct and are to be returned on delivery. 3. Unpaid Balance of Cash Sale Price \$199,209.00 Loan must be closed within five days of home arriving CONTRACTUAL TERMS AND CONDITIONS from factory. Delivery will be scheduled once Homes Direct has copies of (ALL PERMITS REQUIRED.) Upon receipt of S down on the purchase of this home, Homes Direct will order the home to be built. Once the Customer signs off on the order, the S deposit will become BALANCE CARRIED TO RETAILER INSTALLED EXTRAS NON-REFUNDABLE. GENERAL REMARKS: Please See Schedule A All contract disputes subject to agreed binding arbitration. (See item 13 on page 2.) IF HOME IS BEING PUT ON A PERMANENT FOUNDATION, BUYER IS RESPONSIBLE FOR THE COST OF THE FOUNDATION AND THE COST OF THE SITE SPECIFIC PLAN REQUIRED BY THE STATE OF NEW MEXICO M.H.D. DIVISION, COPY OF BUILDING PERMIT & SITE INSPECTION MUST BE COMPLETED BEFORE HOME WILL BE ORDERED. \$49,927.25 to ORDER home. ADDITIONAL COMMENTS: This is the cash price of the home and home only. It does not include \$149,781.75 DUE once home arives on site, and is blocked. the land, land improvements or permits. S due prior to ordering the Upon phone audit. ome and the balance of \$ due once the house arrives on site, and is blocked. Upon phone sudit. NOTE: WARRANTY AND EXCLUSIONS AND LIMITATIONS OF DAMAGES ON PAGE 3. YEAR DESCRIPTION OF TRADE-IN NA MAKE You and I certify that the additional terms and conditions printed on Page 2 of this contractoure agreed to as part of SERIAL NO COLOR this agreement, the same as if printed above the signatures. I am purchasing the above described trailer, manufactured AMOUNT OWING TO WHOM home or vehicle; the optional equipment and accessories, the insurance as described has been voluntary; that my ANY DEBT I OWE ON THE TRADE-IN IS TO BE PAID BY YOU ME ME trade-in is free from all claims whatsoever, except as noted. LOR WE, ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER AND THAT LOR WE, HAVE READ AND UNDERSTAND PAGE LOF THIS AGREEMENT. SIGNED X Homes Direct Of Farmington LLC Not Vulbil nation Signed and Accepted by General State Manager SIGNED X

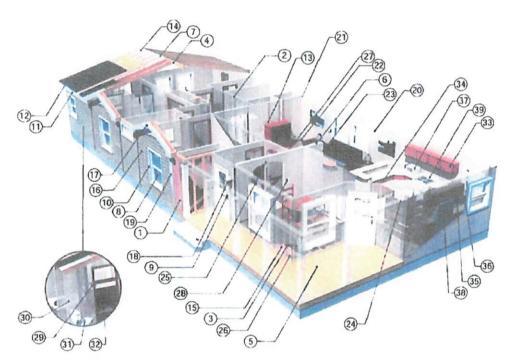
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CUSTOMER NAME	Dennehotso Chapter #1			DATE
ADDRESS	Dennehotso, AZ		-	11/10/2022
SERIES / MODEL	K2776A	BASE PR	RICE_\$	197,709.00
Vinyl Skirting with Steps	SCHEDULE A - OPTIONS OPTION	QTY BAS 1 \$ 2,00	E 00.00 \$	EXTENDED 2,000.00
		OPTIONS	OTAL C	0.000.00
		OPTIONS T	UIAL \$	2,000.00
NOTES				





- 1, 2 "x6" exterior walls on 16" centers
- 2. 2" x 4" interior walls
- 3. Transverse floor system, 2x8s on 15' / 2x6s on 13'6"
- 4. Engineered Roof Truss
- Composite porch decking standard on recessed entries and porches
- 6. Vaulted or high flat ceilings throughout
- 7. 3:12, 4:12,5:12 & 6:12 Roof pitches
- 8. Vinyl dual glazed low-E windows
- 6 panel 36"Vinyl in-swing exterior door with deadbolt (optional glass inserts available)
- 4" Window trim on all exterior windows
- 11. 7/16° (OSB) roof sheathing with 15 lb. rolled roof paper
- 12. Lifetime Architectural Shingle
- 13. 40-Gallon Rheem Water Heaters
- 14. Optional R-50 Blown Ceiling Insulation
- 15. R-22 Floor Insulation
- 16. Smart Panel Siding
- 17.8" Fascia
- 18. Porch lights at all exterior doors
- 19. House Wrap Vapor Barrier
- 20. Textured and Painted Interior Walls T/O
- 21. 1/2" sheetrock walls glued and screwed to studs



- 22. Baseboards throughout
- 23. Rounded corners throughout
- 24.Composite Wood shelving in closets with rod included
- 25. 30" Interior Passage Doors or Optional 36"
- 26. 5# rebond carpet pad
- 27. Trackless Stain Resistant Carpet
- 28. Stud mounted electrical switches and outlets
- 29. Porcelain sinks
- 30. 1 piece 60" fiberglass tub/showers or drop-in tubs (Varies by model)
- 31. Porcelain Elongated Toilets

- 32. Solid Wood Cabinet Doors
- Adjustable shelving in kitchen cabinet base & overheads
- 34. Metal drawer guides
- 35. 9" deep Acrylic kitchen sink
- Ground fault interuptor (GFI)
 Kitchen, baths & exteriors
- 37. Frigidaire Appliances
- 38. 18 26 cubic foot frost free refrigerators with optional ice maker
- Stainless Steel, White, Black & Black Stalless available

		9	Cry Cption Description Price Cost
Homes Direct of Formington Option Sheet	•	Ŀ	24 x 27 Hotzpatel Opening Bash Wedow \$200 \$0,00 14 x 14 Wedow \$210 \$0,00 15 x 14 Wedow \$200 \$0,00 16 x 14 Wedow \$200 \$0,00 16 x 14 Wedow \$200 \$0 x 12 Wedow
		E-Pect: 1/2022	50 x 12 Whotow \$145 \$2,00 30 x 14 Whotow \$2,00 \$0,00 30 x 60 Whotow (Strp) \$415 \$3,00
CUSTOMER RETALLER		1	38 n 85 Window in Piece of Standard 86 n 60 \$25.00 \$7.45 \$0.00 \$745 \$0.00
SUILD TO HUD COOS SUILD TO HC COOS (SPECIFY STATE)	<u> </u>	1	40 x 16 Arch Top Window (2018) \$0.00 40 x 30 Kitchen Window (2018) \$402
	\$0.00	0.00	40 x 40 Additional Bath Window \$5.02 \$0.00 40 x 14 window \$191 \$0.00
Gry Option Description Standard Exterior Michael Specific Standard Exterior Michael Specific	Price	Cost	S0 x 20 Clear Clear Transcon Whydow S101 \$2,000
St-P Corner O Dorner	\$588	90.00 90.00	46 x 60 Window in Piges of Granders 36 x 60 \$4.55 \$0.00 46 x 60 Window (Cutry) 52.00 28 x 60 Window (Cutry) 5.00 28 x 60 Window (Cutry) 5.00 50 x 60 Window (Cutry) 50 x 60 Window (Cutry) 5.00 50 x 60 Window (Cutry) 50 x 60 Window (Cutry) 5.00 50 x 60 Window (Cutry) 50 w 60 Window (Cutry) 5.00 50 x 60 Window (Cutry) 50 w 60 Window (Cutry) 50 w 60 Win
8' Cul-That Donner 9' Develor Donner	\$880	\$0.00	46 x 8 Chan Stat Beth Window 8181 \$0.00 62 X 62 Window to Place of Standard 26 x 60 \$445 \$0.00
14 Domer 14 QA-Thu Domer	\$070	\$0.00 \$0.00	52 X 52 Window (Extra) \$635 \$0.00 78 x 36 Arched Tro Window IPO Kitches Window & Select Cabbridge \$1,005 \$0.00
20 Domer	\$1,500	\$0.00 \$0.00	Move Window Charge (Per Move) 500 60.00 Grat Window 507 80.00
Add Eyebrow to Dormer Clematory Dormer wildington (Non Cut-Thru)	\$325	50.00 50.00	Side Light Window Block \$416 \$0.00
2 r a Buod Ota (Per Window)	\$405 \$200 \$200		72 x 16 Arch Top Whicker 3000 3
Two Columns Only Special Domer 10' Essee (M. Ft.)	4378	90.00 90.00	COD AIRP Bendos Gas Home StC NOS AIRP All Electric NCC NCC
Add Purch Decking (Does Not INC Stretches) (Per Sq. Ft.) Resolve Continue	\$40.00	10.00	200 AMP Service Ges Home (INC DIC) \$175 \$0.00 Bookes 3 Pro Thermodul
ContainTood Landmark Architectural Enlegans Manif Roof (St. (Lin. Pt.)	MC	50.00	USB Port extlet in kitchen St.Co
(Metal Roof 37" (Jan PL) Metal Roof 30" (Jan PL)	\$116	\$0.00	4 (LEO Lighting TIO MC AC Disconnect (HVAC 229 Connection) \$101 \$0.00
Matei Roof 40%" (J.b. Pl.) - (RCs Only) "Ship Loose Center Section (Fectory Will had Instell a Metal Roof on a Hinged Roof, Con Only Shiploose)	\$147	20.00	Add 1º Extra Conduit to Presser Pennel (RCC Only) 855 80,000 GO Deletering RCC INC) \$105 \$0,000 Penners Revenders (Deletering Calenda Client) \$175 \$0,000
ice Shield St Lever from Enterior of Seve (pertenter ft) ice Shield Rud Roof (Per Sg. Pt)	\$1.50	\$0.00 \$0.00	J-Bez with Destrict
Sking Options SaspriPersel with Trim	INC _	\$0.00	P Recessed LED Light willinmer (Each) \$105 \$2.00
Harde Pipel Comert Lep Stiting (pertinater fit) wCSS Wrep Somet Paul Lep Stiting (pertinater fit) wCSS Wrep Somet Paul Lep Stiting (pertinater fit) wCSS Wrep	\$67	50.00 50.00	Robber Selects FO
7716" OSB Whap Under Balling (perkineter ft) Waldingo(4 ft Dinn Lips (Per. Pt.) Board & Bod Accent (Per. Ft.) (Starts et 344 Globans) Height)	\$19 \$19 \$22	\$0.00	Wiles & Bragos For Fan \$110 \$0.00 Hearter Califos Fan with Light - Brished Moltal \$190 \$0.00
regty Green Lup Waterscot Wr Down & Gost Acons Above (Per. Pt.)	\$49.00	800 -	Handar Ceding Famulik Light - Marce Clark Ectedor Semen Light videntich \$208 \$3.00
Interfor Pyint with White Deschard and Deer Wes 2.25* Cased A Trimmed Wilniams	INC	1	Extra Estation GPI Quillet (INC 2) \$175 \$0.00
5" Basebpard Throughout (per sq 8, of entire home) Insutate (nterior Warts (Per, Pl.)	\$0.26	\$0.00	Botto Intentior Electric Outles S90 \$4.00 Botto Intentior Electric Outles S115 Botto Intenti
Wilndow Stile (Par Window)		\$0.00	Misc Wilding Chase (Each) \$50 \$0.00
Petrit & Core Package (Per Sq. Ft.) (Culling & Cars Righ Milling Wilds, 425° Core to Shared Linksy Acces, 2.25° Core to Plan-Shared Areas (Scott) Francis & Francis Core, 425° Core St. Shared Linksy Acces, 2.25° Core to Plan-Shared Areas (Scott) Francis & Francis Core, 425° Core St. Shared Linksy Acces, 2.25° Core to Plan-Shared Areas	\$0.44	\$7.00 \$7.00	Pendant Light (Brushed Michael or Elech) \$115 \$0.00
Gara Firecisco Wood Burning Fragisco (Nes Analishi ca Culsodo (IXCA)	\$2,300 \$1,600 \$1,900	\$3,00	Charless Appliance Parkers Options On the Appliance Parkers Office of Clarific) 61728 6070
Whod Byrthin Proplets with Entertainment Chelres Rated Hearth Rated Hearth with Tile Berich (Model Specific)	1386 1545	\$0.00	Staktiess Staat Gallery Package (Gas or Electric with StriS Fridge) 53,882 50.00 Furtheress for Prenth Occor Fridge in Gallery Pack (Staktiess) \$4,453 \$0.00
Shydott Trey Gelling with 4 Recessed LED Cen Lights	\$325	\$0.00	Black Statrines Steel Callery Peckings (Cles or Electric with Std. Fridge) \$3,894 \$3.00 Exchange for Press) Door Fridge in Gattery Pieck (Black Statrings) \$4,718 \$0.00
Geritia & Drietges (Per ft) [Art Mecha Die Gree Hotel Incheses)	\$23	\$0.00	Profescinal Bull in Applicates Peoch - Statistical Steel (Gen or Electric) 50.00 (0.00)
Asphed Opening Opywall Cost Closet or Pentry	\$170 \$430	32.80 32.80	19 CF Reinigeretor (Wetts or Check) (No locatether) per conservants in St.
Boxad Shekes In Wardrobo Ezra Closet Rod & Shef	\$115 \$49	20.00	23 CF Both Countertop Doch Statistics Stati courses 51,233 \$0.00 23 CF Rench Docs Countertop Boght Statistics Stati processes 32,554 \$0.00 24 CF Statistics Countertop Boght Statistics Statistics Statistics Processes 54,255 \$0.00 25 CF Statistics Countertop Boght Statistics Statistics Processes 54,255 \$0.00
Kaches Coranto The Bahind Range	\$166	\$0.00	28 CF SuS Refrigerator Standard Depth Statuters Stand preserves \$500 \$500 \$0.00
IRichon Cerenic The Becksplant 2 Ross (6"x12" Tile) Stylen Corenic Tile Backsplant 4 Ross (4"x12" Tile)	\$645 \$1,035	\$0.00 \$0.00	Plumb For learnment \$75 \$0.00
Primary Bush Consmit: The Becksphah 1 Row (4"x12" The) Guest best Consmit: The Becksphah 1 Row (4"x12" The)	1 5544	3000	Distriction State Some
Sold Burbos Countertops (Par Unior Foot) Selboth Picture Frame Colleg Bean or Plan Devel Christian Standard T/O	DIE .		Detreaster Upgrade (10tto or Black)====================================
City Scepe Caba Over Range & Retridgerator	DIC		Plumb & Wire for Dishwishor Leave Opening \$110 \$0.00
2.79" Cabbast Green Midding in Kitchen Shalf About Washer/Dygt Chee Cob Height 38" YES Home	DIC DIC		Bandard Range (Mills or Block) (Das or Block) processes (1995) (1
30" Yell Chepheed Catherte Optional New Menton (Montel Specific)	\$815	50.00	Ges Range Upgrade (Mills of Rect) procures 5463 50.00 Statemers Steel Elec Range Glass Top promotes 5500 50.00
Write or Fog Grey Shaker Cathrists T/O Write or Pog Grey Shaker Kochen Orby	\$1,230 \$625	\$0.00	Owil Standard Range, Leave Planting \$248 \$0,00
Rated Penel Knoty Alder T/O Home Rated Penel Knoty Alder In Klichen Orly	\$1,265 \$900	\$0.00 \$0.00	Microstoves/Runge Hood (Microstoves/Runge Hoods BAC Stynderd Runge Hood (Microstoves/Runge Hood (Microstoves/Runge Hood Style Runge Hood
(Rated Penal Kindty Atlar In Bedinson Doly (Each Beth) Tourness Interface Maries Maries tripped Prior Disnigation) 45" Overhead Cabinets (PayriCook)	\$265 (\$391 - \$1445) \$56	\$0.00 \$0.00	Microsepe 1.4 CP (With or Black) and market \$2.00 \$2.00 \$2.00 \$2.00 \$2.00
Gistra Ceb Doors (Earth) (14" Wide OH Cabe Only, Corner Cabe N/A) [Add Base Cathrieth Per P]	\$168	\$0.00 \$0.00	6 Stainkas Steat Chimney Range Hood \$463 \$0.00
Act Overhead Catinots Par Pl Bath Determs (Each)	\$121 \$182	\$0.00 \$0.00	Shartte Control & Russes State and S
Sorth of Drawers in KR IPO Rese Cabe [16" or 24" Wide) Blutte Cabinet Shaff	\$270 \$14	\$0.00 \$0.00	Ges Cooking Berlin: Sta Yees Stapinscrees \$1,004 \$2,000
Gottoral Pentry or Linen Cabinet 14" x 84" 148/dan Pentry Glodel Specific)	\$410 \$1,050 \$560	\$0.00 \$0.00	Microsope 2.2 CF Builder Statemen Steel of Term Kit research \$1,268 \$0.00
IA-Door Utity Overhead Cabinets with Rod	3285	\$0.00	#*Deep Witte Acrylle Chile with Placer Pad-Grown Kitchen Feucet DKC Statebas Street If Deep Shik . \$50 \$0.00
Overhead Gabinet Ahove Trifet	<u>\$185</u>	\$0.00	Estimbas Streit & Deep Shik Undermount Shik Starthess Steel (Sold Surface Countertous Only) Spuidess Steel Fermionne Shik (Single Bowl Only) Spuidess Steel Fermionne Shik (Single Bowl Only) Spuidess Steel Fermionne Shik
	1 - 1	- *	Garbage Disposal 1/2 HP (Commodure) 9178 90.00
			Second Options & Unit
Strycked	\$17	\$0.00	Standard Show-New Wave Barton PET Corpot & Rebond Corpot Ped Sa INC Standard Corpot at Factory (INC as Standa Section House) \$3.00 \$3.00
306 Roof Load 37" (Un. Pt.) 306 Roof Load 37" (Un. Pt.) 306 Roof Load 40"0" (Lin. Pt.)	\$20 \$26	\$0.00	7/16" 86 Super Margic Corport Part Uppands (Plor In II)" \$3.75 \$0.00
SOR Roof Load & Bindlendes (Lin, FL) SOR Roof Load & Bindlendes (Lin, FL) 408 Roof Load & P. (Lin, FL)	- <u>\$14</u>	\$0.00	## In One Corps! (Per In It)* Dort Corps! 4 Ped (Per In It)* \$7.00 \$0.00
408 Roof Lond 50° (J.h., Ph.) 409 Roof Lond 40° (J.h., Ph.)	\$86 \$103	\$0.00	Omit 60mderd Line (Per in ft)* -47.00 \$0.00
- AND KNOW LAND COMPANY (LEFT PL.)	1	_	

40# Roof Load Stripter 608 Roof Load 27 (L	RD (LIN. FL) N. P. I	\$86	\$9.00	Ling TAD Home (Per in RY (Ne Charge on Single Section Remot)	\$8.55	. \$0.00
506 Roof Load 50" (L	ARI	\$110	- \$0.00 10.00	(Regulate States) White: Late Par Resolve)		
504 Resf Load Singles	too (Lin. FL)	190	500	40 Out Electric Water Heater	CHIC	•
SQU Roof Load 27 (L	n.R.)	\$132	1000	40 Get Ges Weter Heater Co Addr (1010 A INC)	£795	
506 Roof Lead 30' (L	n. Ft.)	\$141	50.00	ISO Gat Electric Water Heater (CO) & TAC)	\$780 \$256	50.00
800 Roof Load Single I	Yide (Un, Ft.)	\$103	1000	50 Gel Gas Water Hagter Co Artal - IRC	\$985	\$0.00 \$0.00
1200 Roof Load Street	ofte (Up.PL)	3120	\$0,00	SO Gal Gas Water Hoster Co Autal - HUD	2025	\$0.0
4:13 Flood Rood Phon	Bra Vacind Calling (trong games)	\$24	\$0.00	Territora Gas Weter Heater (Natural Gas Or Proports)	\$2,045	80.0
4.0:12 Fixed Roof Page	for a Vaulad Calling (27 Only) (Lin 19)	944	\$0.00	"(Reg. AIC Letter on MUDe) (Next be on Exterior Visit)	******	بنتمة
19:12 Figes Read Place of	ri Single Gection Home (Lin. Pt.)	\$32.50	\$0.00	Purrupas		
K12 Hinged Reg Pho	fore First Celling (Un Ft.)	\$155	\$0.00	High-Effictency Carrier Gas Furnece - Size by Sq. Ft.	INC	
3:12 Hinged Roof Plast R21 Floor Insulation (F	LL.EU	\$176	\$0.00	High-Efficiency Carrier Electric Portace - Size by Sq. Ft.	N/C	
		 \$0.25	\$0.00	Owit Standard High Efficiency Gee Furnace RCC	-\$250	\$0.0
RZ1 Wall Inquistion (P	es (a. Cl.) Denders had been as been a	\$3.75	\$9.00	Additional High Efficiency Gas Furnace on IRC Home	82,265	\$0.0
RSB Cooling transport	er Sq. Fl.) (Requires 2x3 Jours or Larger)	\$0.40 \$0.36	\$0.00	Criff Furnicos Metre Air Richim Reedy	NC	•••
R50 Celling Inestation	Gar da da l		\$0.00	Up Flow Gas Furnace w/Overhead Duris High Efficiency Furnace	\$1,895	\$0,0
O' Streets With Day	Ming Single Section (Lin. Ft.)	\$0.50 \$17	\$9.00	Up Flow Electric Furnisce of Overhead Ducta High Efficiency Furnisce	\$1,065	\$0.0
C Sidewate With Flor	eing Double Section (Lin. FL)	\$22	\$0.00	ACCIONNAI Options		
9' Sichanda WCh Flet C	elling Triple Section (Lin. Pt.)	\$24 \$24	\$0.00	Extra Extentor Wistor Bibb (1 IRC on All Models)	<u>891</u>	\$0.0
90° Skilment, Vandad C	alino	•	ا سند	Exterior Water Bibb Rathed 16" (Must be Perpendicular to Imperor Wid)	\$91	500
(For St.Co. Begates Digitateria	Billing Danlys Appened for Succes Air Systems, Carll year CSM.)	NC	ì	Feart Load Washer(Dryer Without Pedicted Das or Eleo. (Transam)	\$2,649	\$0.0
Exposed Ridge Bearn		NC	ā.	Front Load Washer Press With Posture Can of Elice (Teamure)	\$3,649	80.0
	Britis		. 9	Top Lond Wester/Dryer Gen or Elec (White) province making a making the Dryer Vent Recessed Tie in all Floor	\$1,551	\$0.0
Surope Thomas Holda	Towel Day & Ring (Each Cleth)	INC	4	Prop For Water Softener	\$100 \$300	\$0.0
Additional 1/2 Cash (M	ere Applicable)	 \$1,545	\$0.00	Ship Logge Endre Gellon of Paint	\$30	\$0.0
Additional Foll Bath		\$2,745	\$0.00	Stap Loose Extra Bundle of Shingles	\$50	\$0.0
Optional Glamour Bet		\$1,455	\$0.00	Ship Loose Tilo For Shower (Per Box)		-W.A
	With Two Lines Cathons	\$1,865	\$0.00	(Fig! Disner - 7 Dame) (FXY Shower - 6 topic) (Choose (Kin David - 6 Bases)	\$85	\$0,0
Omb Oral Tray The De		-6275	\$0.00	Deep		300
67 Postpass Water-to	Shower willings (PO Rub/Shower	\$578	\$0.00	Corrice Boxes and 2" Viryl Bilade	236	
Pivot Brower Door		8275	\$9.00	Omil 2º Blinds Per Window	-\$10	60.0
Rates Shower Head A	love Stendard Halght	\$60	\$0.00	Ogst Comice Baxes Per Window	-610	50.0
Second Blower Hoad	5 Diverter	\$180	\$0.00	Matte Black Package (Stepte Section) *	\$575	\$0.0
Reinfell Shower Head	111.21	\$125	\$0.00	Matte Black Package (Cloubte Section) *	\$845	\$0.0
Dual Lavy (so Extra C		\$248	\$0.00	Matte Black Peckage (Triple Section) *	\$755	\$0.0
	dd Santago Ordy) (MRCto Ordy)	\$203	60.00	projet janis jernes (janis Coper Jim 1861) popel jernen starber franker film		
2 x 4 Blooting for Hern 18 x 72 Speker Typ	CONTRACTOR CONTRACTOR	 \$82 \$85	\$0.00	Chando Features	1777	-
28 v 72 Reader Tick in	Ovel Tub (Does Not INC With paor)	\$575	\$0.00	2xt Floors on 13°45" Floors (Per Floor) 2x10 Floors Johnson NUD Horne 13°45" Floors (Per Floor)	\$95	\$0.0
The Greate Streets and	6'x50" Pen, Herdie Benker, Shiptoose Ocor	\$485	\$0.00	Safe from John on All St. Home (4) Process (444 From)	\$1,545	59.0
ARA Prodes Cham	(Reg. A/C Letter on HILDs)	\$1,865	10.00	2x10 Floor Joista on HulD Home 15' Floors (Per Floor) Statusel Prep in Floor (NT Frame IRC Only)	\$958 \$718	\$0.0
Tite Shower Market P	en with Rolling Stees Door	\$1,865	10.00	File House Endwell to Endwell	3715	500
The Street 48 V/2" P	en with Rolling Glass Door	\$2,245	\$0.00	Minor Image House Sidengil to Sidengil	\$595 \$595	\$0.0
Solid Surtece (Suprem		\$3,635	80.00	Spetch Home* (12" Increments Only);	\$080	\$0.0
'man and and farefron	Room	-		2 Section Home - \$2345 for the First 12"	\$2,546	. <u>\$0.0</u>
Kalkeel Lever Chris	ntarior Door Hendles T/O	 DIC		"51 650 any Additional 12" Decade	\$1,550	80,0
Rear Door with Windo		\$285	\$0.00	3 Section Home - \$3445 for the Float 12"	\$3,745	60.0
Extra Extertor Door (8		\$900	\$0.00	"\$1995 any Additional 17" Streets	\$2,195	\$0.0
Single Attum Door (N		\$1,025	\$0.00	Wilden Home from 27 to 30' (Por Linear Foot)	\$191	\$0.0
Single Altum Door in		 1923	\$0.00	Costom Features	مغطات	
	Page of Standard Door	\$350	\$0.00	Optional Ath Bedroom	\$1,350	\$0.0
	tegrated Signife Between Gloss - Extra	\$1,345	\$0.00	Artis Setrodor Mod (Close Report)	868	\$0.0
Siliting Glave Door - In	Place of Standard Exterior Door	\$502	\$0.00	More Word (Includes Recordeding Windows)	\$276	\$0.0
Silding Class Door - In	Place of 1 Window	\$935	10,00	Kensian Berisa Design Changes:		
Siking Olesa Ocor - In	Place of 2 Windows	\$765	10.00	Change Kitchen, Bathroom, or Utility Room Deaton * (Buch)	\$500	\$0.0
Bätting Olese Coor (N:	Exchange)	\$1,235	\$0,00	Engineering Fees - Compliciely Custom Floor Plan *	\$2,600	\$0.0
1/2 Clase Majestic Do	or IPO Exterior Door	 \$502	\$0,00	* Requires a Pien Approvel - Doelgn Change is Required	-	
Extra 1/2 Glass Major	to Door (No Ritchenge)	\$1,185	\$0,00	Tag Prices		
Fire Rated Door IPO S		\$577	\$0.00	HUD Tag 15 x 307	\$24,100	
	ring for 5th Installed Door	\$191	\$0.00	IRC Dep 15 x 30	\$29,100	\$0.9
) - In Place of 1 Window	 \$2,555	\$0.00	Duce & Free		
rmach Door (Millians) - In Place of 2 Window	\$2,540	20.00	HLIO Fees (Per Floor)	8150	80.0
Francis Door (W/Banca	I) (No Exchange)	\$3,250	20.00	Mc Fees (Per Floor) Association Fees (Per Floor) AZ, CO, MA, WY	\$650 \$125	501
On Once Market	oor (Mose Wall Charge May Be Required)	\$116	20.00			1250
Codes Interest December 1	or (Includes 2 Doors & Track)	\$275	20.00	2 (API Fee (Per Home)	\$35	\$35
Extra Intector Passage	un Door (9' Sidewells Only) (PO Ext Door	\$160	30.00	1 Options Total:		
30° Berrwood Door -		8875	\$0.00	Sess Price:		
Peint Exterior Front D	<u>्य</u>	\$865 \$110	\$0.00	Total		



Welcome Home

SALES AGREEMENT

Home Consultant Name: Patrick Merrill

Buyer(s)	: QUOTES TBD			Phone #:
Address	:			
Delivery	Address: QUOTES TBD			
	Home Info		Pricing	
Make:	TRU Delight 2 Bed 2 Bath		Home Price	\$ 66,000.00
Model:	14x60 Single Wide		State Tax	0.00
Serial #:			Local Tax	0.00
Stock #:			Title Fee	42.71
	▼ New Used			
	Trade Info		Cash Price	
14-1	Trade IIII0		Wheels and Axles Rental	275.00
Make:			Delivery/Set/Skirting/Steps	0.00
Model:			Kitchen Appliances	0.00
Serial #:				
Year:				
Size:	Length: Width:		7.15	4.00.047.74
Title #:			Total Package Price	\$ 66,317.71
Owed to	:		Trade Allowance Less Amount Owed	
Amount	owed will be paid by: Buyer Selle	er	Trade Equity	
			Cash Down Payment	
			Less All Credits	
			Remaining Balance	\$ 66,317.71
				\$ 00,011.11
		Respo	onsibilities	
Seller Responsi	ibilities: Standard XI-2-Tie Down Set, Delivery, I	nstalled Ski	rting Steps for front and back door	
Buyer	billiues.	. ISTORIOG OIL	ing, stops for none and observed.	
Respons	ibilities:			
Options:		-		
		Ackno	wledgment	
Buyer(s) a options; (3	gree: (1) that the terms and conditions on pages b) that they acknowledge receiving a completed c	two and thropy of this	iction, but may not meet local codes and standards. The are part of this agreement; (2) to purchase the above agreement; (4) that all promises and representations munless evidenced in writing and signed by the parties.	ve home including the ade are listed on this
Signature	of Buyer:		Da	ate
Signature	of Buyer:		De	ale
Signature	of Buyer:	Date	Signature of Buyer:	Date
Seller:			Da	ate

ADDITIONAL TERMS AND CONDITIONS

- 1. APPLICABILITY. The terms and conditions stated herein are in addition to any terms of the sale of the home by Seller to Buyer (which may include a manufactured home or a modular home) stated on the front of the agreement.
- SELLER & BUYER RESPONSIBILITIES. Delivery and installation: If delivery and installation are included in the purchase price, Buyer agrees: (1) delivery is generally scheduled in order of sale; (2) the exact date for occupancy cannot be guaranteed because of weather, site conditions, equipment and labor availability, and other variables involved; (3) the decision to purchase the home is not based upon any representations as to the anticipated date of occupancy. Buyer acknowledges that they have been advised to review any restrictive covenants and/or homeowner's association rules and regulations that are applicable to the specific property that they are considering, and agree to abide by the same, and Buyer further agrees that they have not relied upon the advice, interpretations, or representations, if any, by Seller's representatives with respect to such documents. Buyer acknowledges and agrees that the total purchase price does not include costs associated with unknown environmental issues with the land or unanticipated site improvements required by any state, county or local jurisdiction having authority, and Buyer shall be responsible for all such additional costs.
- 3. DEPOSIT. The Buyer may have paid a cash deposit to Seller. If Buyer fails or refuses to complete the home purchase or otherwise perform under this Sales Agreement, or unreasonably delays or impedes Seller's performance, or otherwise breaches this Sales Agreement, Seller may cancel this Sales Agreement and, to the extent permitted by applicable law, elect to keep some or all of any cash deposit paid by Buyer to offset any expenses, other damages, attorney fees, court costs, and any construction costs incurred by Seller in connection with the sale contemplated in this Sales Agreement. Seller's election to retain some or all of a cash deposit shall not preclude Seller from electing to pursue any other remedies available to Seller under applicable law. Unless agreed to otherwise in writing between Buyer and Seller, for non-financed cash purchases, the following draw schedule shall apply: ten percent (10%) deposit will be due up front and/or at time of ordering, additional eighty percent (80%) due at time the home is delivered to the Seller's home center, and remaining ten percent (10%) prior to transfer of keys and/or ownership to Buyer.
- 4. <u>FINANCED PURCHASE</u>. If Buyer does not complete the purchase as a cash transaction, Buyer will enter into a loan or other financing arrangement with a lender selected by Buyer or other agreement as may be required to finance the purchase.
- 5. CHANGES BY MANUFACTURER, Buyer agrees that the manufacturer of the home may make any changes in the model, designs, or any accessories and parts from time to time, and at any time. If the manufacturer makes changes, neither Seller nor the manufacturer are obligated to make the same changes in the home covered by this Sales Agreement either before or after it is delivered.
- 6. CHANGE ORDERS. Any changes, additions or modifications to the home, features of the home, upgrades, options, site improvements and any other aspect of this agreement shall be set forth in a written change order or a revised Sales Agreement and must be signed by the parties. Seller reserves the right to approve or disapprove, at Seller's sole discretion, any changes, additions or modifications. Buyer acknowledges and agrees that any such changes, additions or modifications may increase the purchase price and result in delays.
- 7. <u>LIMITATION OF DAMAGES.</u> To the extent permitted by applicable law, Buyer agrees that, if they are entitled to any damages against the Seller, the damages are limited to the lesser of either the cost of needed repairs or reduction in the market value of the home caused by the lack of repairs. Where permitted by applicable law, Seller will not be liable to the Buyer for any incidental or consequential damages. Buyer also agrees that, once the home has been accepted, the Buyer cannot return the home to the Seller and seek a refund for any reason.
- 8. WARRANTIES BY THE MANUFACTURER. Seller is not the manufacturer of the home. For new homes, the homeowner's manual and/or other warranty documents from the manufacturer are provided with the home and set forth the manufacturer's home warranty. In general, the manufacturer warrants that the home's design and construction complies with applicable law in effect at the date of manufacture. There may be other warranties covering the home, items sold with the home or its contents, which have been provided by the manufacturer of the home. Seller will provide Buyer copies of any and all written warranties provided by the manufacturer to the extent made available to Seller by the manufacturer. ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.
- MEASUREMENTS. Buyer acknowledges that all measurements of dimensions (including home square footage), construction thickness, and insulation values are nominal. Seller has not performed the measurements and does not warrant the accuracy of any measurement.

- 10. ENTRY INTO PROPERTY. Buyer acknowledges and agrees that any entry onto property or into the home at any time prior to closing and full funding by Buyer or Buyer's agents, representatives, or invitees is at the sole risk of Buyer and Buyer does hereby waive and release Seller or its agents from and against any and all claims for damages to person or property occurring as a result of any entry onto the property or into the home prior to closing and full funding. Buyer further covenants and agrees with Seller that any entry onto the property or into the home by Buyer or any of Buyer's agents, representatives, or invitees shall occur only on days or at times which are approved or specified by Seller and shall not, in any event, interfere with the construction of the dwelling. The provisions of this Paragraph shall survive the termination of this Agreement and the Closing.
- 11. <u>SUPERVISION OF WORK.</u> Buyer agrees that the direction and supervision of contractors and/or subcontractors installing and/or constructing the home or improvements to the property that are part of Seller's Responsibilities as set forth on the front page, rests exclusively with the Seller, and Buyer agrees not to issue any instructions to, or otherwise interfere with the same. Buyer shall not, under any circumstances, order any work performed to the home or the property by a subcontractor or direct any changes to work to the home or the property without the explicit approval of the Seller. To the fullest extent permitted by law, Buyer undertakes full authority and responsibility to supervise and direct all work related to anything listed under "Buyer's Responsibilities" on the front page, and agrees that Seller shall not be liable in any way for any loss or damage arising from such work.
- 12. **ORAL REPRESENTATIONS.** Seller hereby disclaims to the fullest extent permissible by law any oral representations concerning the quality or character of the home or its contents. All representations concerning the quality and character of the home are stated in this Sales Agreement, including any addenda, and the Retailer Closing Agreement.
- 13. <u>COMPLETE AGREEMENT.</u> This Sales Agreement, including any addenda, the Retailer Closing Agreement, and any arbitration/dispute resolution agreement establish the complete agreement between Buyer and Seller and there are no other agreements, unless evidenced in writing and signed by the parties.
- 14. RULES OF CONSTRUCTION. If any provision of this Sales Agreement is held to be void, illegal or unenforceable, then that provision shall be severed from the remainder of this Sales Agreement, which shall remain enforceable. The parties waive application of the rule of construction that requires a tribunal to construe this Sales Agreement against the drafter.



Welcome Home

SALES AGREEMENT

Home Consultant Name: Patrick Merrill

Buyer(s): QUOTES TBD		Phone #:
Address:	_	
Delivery Address: QUOTES TBD		
Home Info	Pricing	
Make: BONHAM Vision 3 Bed 2 bath	Home Price	\$ 85,000.00
Model: 16x76 Single Wide	State Tax	
Serial #:	Local Tax	
Stock #:	Title Fee	42.71
× New Used		
	Cash Price	
Trade Info	Wheels and Axles Rental	330.00
Make:	Delivery/Set/Skirting/Steps	0.00
Model:	Kitchen Appliances	0.00
Serial #:		
Year:		
Size: Length: Width:		
Title #:	Total Package Price	
Owed to:	Trade Allowance	
Amount awad will be neid by: Prover Callet	Less Amount Owed	
Amount owed will be paid by: Buyer Seller	Trade Equity	
	Cash Down Payment	
	Less All Credits	
	Remaining Balance	\$ 85,372.71
	Responsibilities	
Seller		
	talled Skirting. Steps for front and back door.	
Buyer Responsibilities:		
Options:		
	A -les - colo de con - co	
New Manufactured Homes meet federal standards for design and	Acknowledgment	
Buyer(s) agree: (1) that the terms and conditions on pages two options; (3) that they acknowledge receiving a completed copy agreement; and (5) that there are no other agreements, written o	o and three are part of this agreement; (2) to purchase the a	s made are listed on this
Signature of Buyer:		Date
Signature of Buyer:		Date
Signature of Buyer: Dat	te Signature of Buyer:	Date
Seller:		Date

ADDITIONAL TERMS AND CONDITIONS

- 1. <u>APPLICABILITY.</u> The terms and conditions stated herein are in addition to any terms of the sale of the home by Seller to Buyer (which may include a manufactured home or a modular home) stated on the front of the agreement.
- 2. SELLER & BUYER RESPONSIBILITIES. Delivery and installation: If delivery and installation are included in the purchase price, Buyer agrees: (1) delivery is generally scheduled in order of sale; (2) the exact date for occupancy cannot be guaranteed because of weather, site conditions, equipment and labor availability, and other variables involved; (3) the decision to purchase the home is not based upon any representations as to the anticipated date of occupancy. Buyer acknowledges that they have been advised to review any restrictive covenants and/or homeowner's association rules and regulations that are applicable to the specific property that they are considering, and agree to abide by the same, and Buyer further agrees that they have not relied upon the advice, interpretations, or representations, if any, by Seller's representatives with respect to such documents. Buyer acknowledges and agrees that the total purchase price does not include costs associated with unknown environmental issues with the land or unanticipated site improvements required by any state, county or local jurisdiction having authority, and Buyer shall be responsible for all such additional costs.
- 3. <u>DEPOSIT.</u> The Buyer may have paid a cash deposit to Seller. If Buyer fails or refuses to complete the home purchase or otherwise perform under this Sales Agreement, or unreasonably delays or impedes Seller's performance, or otherwise breaches this Sales Agreement, Seller may cancel this Sales Agreement and, to the extent permitted by applicable law, elect to keep some or all of any cash deposit paid by Buyer to offset any expenses, other damages, attorney fees, court costs, and any construction costs incurred by Seller in connection with the sale contemplated in this Sales Agreement. Seller's election to retain some or all of a cash deposit shall not preclude Seller from electing to pursue any other remedies available to Seller under applicable law. Unless agreed to otherwise in writing between Buyer and Seller, for non-financed cash purchases, the following draw schedule shall apply: ten percent (10%) deposit will be due up front and/or at time of ordering, additional eighty percent (80%) due at time the home is delivered to the Seller's home center, and remaining ten percent (10%) prior to transfer of keys and/or ownership to Buyer.
- 4. <u>FINANCED PURCHASE.</u> If Buyer does not complete the purchase as a cash transaction, Buyer will enter into a loan or other financing arrangement with a lender selected by Buyer or other agreement as may be required to finance the purchase.
- 5. CHANGES BY MANUFACTURER, Buyer agrees that the manufacturer of the home may make any changes in the model, designs, or any accessories and parts from time to time, and at any time. If the manufacturer makes changes, neither Seller nor the manufacturer are obligated to make the same changes in the home covered by this Sales Agreement either before or after it is delivered.
- 6. CHANGE ORDERS. Any changes, additions or modifications to the home, features of the home, upgrades, options, site improvements and any other aspect of this agreement shall be set forth in a written change order or a revised Sales Agreement and must be signed by the parties. Seller reserves the right to approve or disapprove, at Seller's sole discretion, any changes, additions or modifications. Buyer acknowledges and agrees that any such changes, additions or modifications may increase the purchase price and result in delays.
- 7. <u>LIMITATION OF DAMAGES.</u> To the extent permitted by applicable law, Buyer agrees that, if they are entitled to any damages against the Seller, the damages are limited to the lesser of either the cost of needed repairs or reduction in the market value of the home caused by the lack of repairs. Where permitted by applicable law, Seller will not be liable to the Buyer for any incidental or consequential damages. Buyer also agrees that, once the home has been accepted, the Buyer cannot return the home to the Seller and seek a refund for any reason.
- 8. WARRANTIES BY THE MANUFACTURER. Seller is not the manufacturer of the home. For new homes, the homeowner's manual and/or other warranty documents from the manufacturer are provided with the home and set forth the manufacturer's home warranty. In general, the manufacturer warrants that the home's design and construction complies with applicable law in effect at the date of manufacture. There may be other warranties covering the home, items sold with the home or its contents, which have been provided by the manufacturer of the home. Seller will provide Buyer copies of any and all written warranties provided by the manufacturer to the extent made available to Seller by the manufacturer. ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.
- 9. <u>MEASUREMENTS.</u> Buyer acknowledges that all measurements of dimensions (including home square footage), construction thickness, and insulation values are nominal. Seller has not performed the measurements and does not warrant the accuracy of any measurement.

- 10. ENTRY INTO PROPERTY. Buyer acknowledges and agrees that any entry onto property or into the home at any time prior to closing and full funding by Buyer or Buyer's agents, representatives, or invitees is at the sole risk of Buyer and Buyer does hereby waive and release Seller or its agents from and against any and all claims for damages to person or property occurring as a result of any entry onto the property or into the home prior to closing and full funding. Buyer further covenants and agrees with Seller that any entry onto the property or into the home by Buyer or any of Buyer's agents, representatives, or invitees shall occur only on days or at times which are approved or specified by Seller and shall not, in any event, interfere with the construction of the dwelling. The provisions of this Paragraph shall survive the termination of this Agreement and the Closing.
- 11. <u>SUPERVISION OF WORK.</u> Buyer agrees that the direction and supervision of contractors and/or subcontractors installing and/or constructing the home or improvements to the property that are part of Seller's Responsibilities as set forth on the front page, rests exclusively with the Seller, and Buyer agrees not to issue any instructions to, or otherwise interfere with the same. Buyer shall not, under any circumstances, order any work performed to the home or the property by a subcontractor or direct any changes to work to the home or the property without the explicit approval of the Seller. To the fullest extent permitted by law, Buyer undertakes full authority and responsibility to supervise and direct all work related to anything listed under "Buyer's Responsibilities" on the front page, and agrees that Seller shall not be liable in any way for any loss or damage arising from such work.
- 12. **ORAL REPRESENTATIONS.** Seller hereby disclaims to the fullest extent permissible by law any oral representations concerning the quality or character of the home or its contents. All representations concerning the quality and character of the home are stated in this Sales Agreement, including any addenda, and the Retailer Closing Agreement.
- 13. **COMPLETE AGREEMENT.** This Sales Agreement, including any addenda, the Retailer Closing Agreement, and any arbitration/dispute resolution agreement establish the complete agreement between Buyer and Seller and there are no other agreements, unless evidenced in writing and signed by the parties.
- 14. RULES OF CONSTRUCTION, If any provision of this Sales Agreement is held to be void, illegal or unenforceable, then that provision shall be severed from the remainder of this Sales Agreement, which shall remain enforceable. The parties waive application of the rule of construction that requires a tribunal to construe this Sales Agreement against the drafter.



Welcome Home

SALES AGREEMENT

Home Consultant Name: Patrick Merrill

Buyer(s)	: QUOTES TBD		Phone #:
Address	:		
Delivery	Address: QUOTES TBD		
	Home Info	Pricing	
Make:	TRU PRIDE 4/2	Home Price	\$ 119,500.00
Model:	28x68 Double Wide	State Tax	0.00
Serial #:		Local Tax	0.00
Stock #:		Title Fee	42.71
	▼ New □ Used		
	Trade Info	Cash Price	
	rrade info	Wheels and Axles Rental	550.00
Make:		Delivery/Set/Skirting/Steps	0.00
Model:		Kitchen Appliances	0.00
Serial #:			
Year:			
Size:	Length: Width:		
Title #:		Total Package Price	\$ 120,092.71
Owed to	:	Trade Allowance	
Amount	owed will be paid by: Buyer Seller	Less Amount Owed	
Amount owed will be paid by. Buyer Baeller		Trade Equity	
		Cash Down Payment	
		Less All Credits	
		Remaining Balance	\$ 120,082.71
	R	Responsibilities	
Seller	William Constant VI S Tim Constant Control Control	Had Chisting Character for front and had a dam.	
Responsi	ibilities: Standard XI-2-Tie Down Set. Delivery. Instal	lled Skirting. Steps for front and back door.	
Buyer Responsi	ibilities:		
Options:			
- paramet	Α.	cknowledgment	
New Man		construction, but may not meet local codes and standards.	
Buyer(s) a options; (3	agree: (1) that the terms and conditions on pages two (3) that they acknowledge receiving a completed copy (and three are part of this agreement; (2) to purchase the above of this agreement; (4) that all promises and representations moverbal, unless evidenced in writing and signed by the parties.	e home including th ade are listed on thi
Signature	of Buyer:	Da	ite
Signature	of Buyer:	Da	ite
Signature	of Buyer: Date	Signature of Buyer:	Date
Seller:		Da	te

- 10. <u>ENTRY INTO PROPERTY.</u> Buyer acknowledges and agrees that any entry onto property or into the home at any time prior to closing and full funding by Buyer or Buyer's agents, representatives, or invitees is at the sole risk of Buyer and Buyer does hereby waive and release Seller or its agents from and against any and all claims for damages to person or property occurring as a result of any entry onto the property or into the home prior to closing and full funding. Buyer further covenants and agrees with Seller that any entry onto the property or into the home by Buyer or any of Buyer's agents, representatives, or invitees shall occur only on days or at times which are approved or specified by Seller and shall not, in any event, interfere with the construction of the dwelling. The provisions of this Paragraph shall survive the termination of this Agreement and the Closing.
- 11. <u>SUPERVISION OF WORK.</u> Buyer agrees that the direction and supervision of contractors and/or subcontractors installing and/or constructing the home or improvements to the property that are part of Seller's Responsibilities as set forth on the front page, rests exclusively with the Seller, and Buyer agrees not to issue any instructions to, or otherwise interfere with the same. Buyer shall not, under any circumstances, order any work performed to the home or the property by a subcontractor or direct any changes to work to the home or the property without the explicit approval of the Seller. To the fullest extent permitted by law, Buyer undertakes full authority and responsibility to supervise and direct all work related to anything listed under "Buyer's Responsibilities" on the front page, and agrees that Seller shall not be liable in any way for any loss or damage arising from such work.
- 12. <u>ORAL REPRESENTATIONS</u>, Seller hereby disclaims to the fullest extent permissible by law any oral representations concerning the quality or character of the home or its contents. All representations concerning the quality and character of the home are stated in this Sales Agreement, including any addenda, and the Retailer Closing Agreement.
- 13. <u>COMPLETE AGREEMENT.</u> This Sales Agreement, including any addenda, the Retailer Closing Agreement, and any arbitration/dispute resolution agreement establish the complete agreement between Buyer and Seller and there are no other agreements, unless evidenced in writing and signed by the parties.
- 14. RULES OF CONSTRUCTION. If any provision of this Sales Agreement is held to be void, illegal or unenforceable, then that provision shall be severed from the remainder of this Sales Agreement, which shall remain enforceable. The parties waive application of the rule of construction that requires a tribunal to construe this Sales Agreement against the drafter.

ADDITIONAL TERMS AND CONDITIONS

- 1. <u>APPLICABILITY.</u> The terms and conditions stated herein are in addition to any terms of the sale of the home by Seller to Buyer (which may include a manufactured home or a modular home) stated on the front of the agreement.
- 2. SELLER & BUYER RESPONSIBILITIES. Delivery and installation: If delivery and installation are included in the purchase price, Buyer agrees: (1) delivery is generally scheduled in order of sale; (2) the exact date for occupancy cannot be guaranteed because of weather, site conditions, equipment and labor availability, and other variables involved; (3) the decision to purchase the home is not based upon any representations as to the anticipated date of occupancy. Buyer acknowledges that they have been advised to review any restrictive covenants and/or homeowner's association rules and regulations that are applicable to the specific property that they are considering, and agree to abide by the same, and Buyer further agrees that they have not relied upon the advice, interpretations, or representations, if any, by Seller's representatives with respect to such documents. Buyer acknowledges and agrees that the total purchase price does not include costs associated with unknown environmental issues with the land or unanticipated site improvements required by any state, county or local jurisdiction having authority, and Buyer shall be responsible for all such additional costs.
- 3. DEPOSIT. The Buyer may have paid a cash deposit to Seller. If Buyer fails or refuses to complete the home purchase or otherwise perform under this Sales Agreement, or unreasonably delays or impedes Seller's performance, or otherwise breaches this Sales Agreement, Seller may cancel this Sales Agreement and, to the extent permitted by applicable law, elect to keep some or all of any cash deposit paid by Buyer to offset any expenses, other damages, attorney fees, court costs, and any construction costs incurred by Seller in connection with the sale contemplated in this Sales Agreement. Seller's election to retain some or all of a cash deposit shall not preclude Seller from electing to pursue any other remedies available to Seller under applicable law. Unless agreed to otherwise in writing between Buyer and Seller, for non-financed cash purchases, the following draw schedule shall apply: ten percent (10%) deposit will be due up front and/or at time of ordering, additional eighty percent (80%) due at time the home is delivered to the Seller's home center, and remaining ten percent (10%) prior to transfer of keys and/or ownership to Buyer.
- 4. **FINANCED PURCHASE**, If Buyer does not complete the purchase as a cash transaction, Buyer will enter into a loan or other financing arrangement with a lender selected by Buyer or other agreement as may be required to finance the purchase.
- 5. CHANGES BY MANUFACTURER, Buyer agrees that the manufacturer of the home may make any changes in the model, designs, or any accessories and parts from time to time, and at any time. If the manufacturer makes changes, neither Seller nor the manufacturer are obligated to make the same changes in the home covered by this Sales Agreement either before or after it is delivered.
- 6. CHANGE ORDERS. Any changes, additions or modifications to the home, features of the home, upgrades, options, site improvements and any other aspect of this agreement shall be set forth in a written change order or a revised Sales Agreement and must be signed by the parties. Seller reserves the right to approve or disapprove, at Seller's sole discretion, any changes, additions or modifications. Buyer acknowledges and agrees that any such changes, additions or modifications may increase the purchase price and result in delays.
- 7. <u>LIMITATION OF DAMAGES.</u> To the extent permitted by applicable law, Buyer agrees that, if they are entitled to any damages against the Seller, the damages are limited to the lesser of either the cost of needed repairs or reduction in the market value of the home caused by the lack of repairs. Where permitted by applicable law, Seller will not be liable to the Buyer for any incidental or consequential damages. Buyer also agrees that, once the home has been accepted, the Buyer cannot return the home to the Seller and seek a refund for any reason.
- 8. WARRANTIES BY THE MANUFACTURER. Seller is not the manufacturer of the home. For new homes, the homeowner's manual and/or other warranty documents from the manufacturer are provided with the home and set forth the manufacturer's home warranty. In general, the manufacturer warrants that the home's design and construction complies with applicable law in effect at the date of manufacture. There may be other warranties covering the home, items sold with the home or its contents, which have been provided by the manufacturer of the home. Seller will provide Buyer copies of any and all written warranties provided by the manufacturer to the extent made available to Seller by the manufacturer. ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.
- MEASUREMENTS. Buyer acknowledges that all measurements of dimensions (including home square footage), construction thickness, and insulation values are nominal. Seller has not performed the measurements and does not warrant the accuracy of any measurement.



Welcome Home

SALES AGREEMENT

Home Consultant Name: Patrick Merrill

Buyer(s): QUOTES TBD		Phone #:
Address:		
Delivery Address: QUOTES TBD		
Home Info	Pricing	
Make: TRU Glory 3 Bed 2 Bath	Home Price	\$ 73,000.00
Model: 14x76 Single Wide	State Tax	0.00
Serial #:	Local Tax	0.00
Stock #:	Title Fee	42.71
➤ New □ Used		
Trade Info	Cash Price	
Make:	Wheels and Axles Rental	330.00
	Delivery/Set/Skirting/Steps	0.00
Model:	Kitchen Appliances	0.00
Serial #:		
Year:		
Size: Length: Width:	Total Packago Brico	\$ 73,372.71
Title #:	Total Package Price Trade Allowance	
Owed to:	Less Amount Owed	
Amount owed will be paid by: Buyer Seller	Trade Equity	
	Cash Down Payment	
	Less All Credits	
	Remaining Balance	
Pos	sponsibilities	
Seller		
Responsibilities: Standard XI-2-Tie Down Set. Delivery. Installed Buyer	Skirting. Steps for front and back door.	
Responsibilities:		
Options:		
Ack	nowledgment	
New Manufactured Homes meet federal standards for design and con-		
Buyer(s) agree: (1) that the terms and conditions on pages two and options; (3) that they acknowledge receiving a completed copy of the agreement; and (5) that there are no other agreements, written or verb	his agreement; (4) that all promises and representations	
Signature of Buyer:		Date
Signature of Buyer:		Date
Signature of Buyer: Date	Signature of Buyer:	Date
Seller:		Date

ADDITIONAL TERMS AND CONDITIONS

- APPLICABILITY. The terms and conditions stated herein are in addition to any terms of the sale of the home by Seller to Buyer (which may include a manufactured home or a modular home) stated on the front of the agreement.
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- 3. DEPOSIT. The Buyer may have paid a cash deposit to Seller. If Buyer fails or refuses to complete the home purchase or otherwise perform under this Sales Agreement, or unreasonably delays or impedes Seller's performance, or otherwise breaches this Sales Agreement, Seller may cancel this Sales Agreement and, to the extent permitted by applicable law, elect to keep some or all of any cash deposit paid by Buyer to offset any expenses, other damages, attorney fees, court costs, and any construction costs incurred by Seller in connection with the sale contemplated in this Sales Agreement. Seller's election to retain some or all of a cash deposit shall not preclude Seller from electing to pursue any other remedies available to Seller under applicable law. Unless agreed to otherwise in writing between Buyer and Seller, for non-financed cash purchases, the following draw schedule shall apply: ten percent (10%) deposit will be due up front and/or at time of ordering, additional eighty percent (80%) due at time the home is delivered to the Seller's home center, and remaining ten percent (10%) prior to transfer of keys and/or ownership to Buyer.
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- 7. <u>LIMITATION OF DAMAGES.</u> To the extent permitted by applicable law, Buyer agrees that, if they are entitled to any damages against the Seller, the damages are limited to the lesser of either the cost of needed repairs or reduction in the market value of the home caused by the lack of repairs. Where permitted by applicable law, Seller will not be liable to the Buyer for any incidental or consequential damages. Buyer also agrees that, once the home has been accepted, the Buyer cannot return the home to the Seller and seek a refund for any reason.
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- MEASUREMENTS. Buyer acknowledges that all measurements of dimensions (including home square footage), construction thickness, and insulation values are nominal. Seller has not performed the measurements and does not warrant the accuracy of any measurement.

- 10. ENTRY INTO PROPERTY, Buyer acknowledges and agrees that any entry onto property or into the home at any time prior to closing and full funding by Buyer or Buyer's agents, representatives, or invitees is at the sole risk of Buyer and Buyer does hereby waive and release Seller or its agents from and against any and all claims for damages to person or property occurring as a result of any entry onto the property or into the home prior to closing and full funding. Buyer further covenants and agrees with Seller that any entry onto the property or into the home by Buyer or any of Buyer's agents, representatives, or invitees shall occur only on days or at times which are approved or specified by Seller and shall not, in any event, interfere with the construction of the dwelling. The provisions of this Paragraph shall survive the termination of this Agreement and the Closing.
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- 12. <u>ORAL REPRESENTATIONS.</u> Seller hereby disclaims to the fullest extent permissible by law any oral representations concerning the quality or character of the home or its contents. All representations concerning the quality and character of the home are stated in this Sales Agreement, including any addenda, and the Retailer Closing Agreement.
- 13. <u>COMPLETE AGREEMENT.</u> This Sales Agreement, including any addenda, the Retailer Closing Agreement, and any arbitration/dispute resolution agreement establish the complete agreement between Buyer and Seller and there are no other agreements, unless evidenced in writing and signed by the parties.
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NAVAJO NATION DEPARTMENT OF JUSTICE

OFFICE OF THE ATTORNEY GENERAL

DOREEN N. MCPAUL Attorney General KIMBERLY A. DUTCHER Deputy Attorney General

DEPARTMENT OF JUSTICE INITIAL ELIGIBILITY DETERMINATION FOR NAVAJO NATION FISCAL RECOVERY FUNDS

RFS/HK Review #: HK0292	
Date & Time Received:12/8/2022_at_11:49	
Date & Time of Response: 12/15/2022 at 3:32 PM	
Entity Requesting FRF:Dennehotso Chapter	
Title of Project:Modular Homes	
Administrative Oversight: Division of Community Development	
Amount of Funding Requested: \$933,672	
Eligibility Determination:	
☐ FRF eligible	
☐ FRF ineligible	
□ Additional information requested	
FRF Eligibility Category:	
☐ (1) Public Health and Economic Impact ☐ (2) Premium Pay	
☐ (3) Government Services/Lost Revenue ☐ (4) Water, Sewer, Broadband In	ıfrastructure
U.S. Department of Treasury Reporting Expenditure Category: TBD	

Returned for the following reasons (Ineligibility Re Procedures):	easons / Paragraphs 5. E. (1) - (10) of FRF
 ☐ Missing Form ☐ Supporting documentation missing ☐ Project will not be completed by 12/31/2026 ☐ Ineligible purpose ☐ Submitter failed to timely submit CARES reports ☒ Additional information submitted is insufficient to make a proper determination 	 □ Expenditure Plan incomplete □ Funds will not be obligated by 12/31/2024 □ Incorrect Signatory □ Inconsistent with applicable NN or federal laws
Other Comments: We need more information to determine if the prop To assist us, please provide answers to the followin and include any other relevant information, includin 1. What is the criteria to be approved for a new selected? Please be specific, including any fa as any other specific needs of the intended re	ng questions in as much detail as possible ng any applications or other attachments: w home/how were/will the 8 recipients be amily size and income limitations, as well
 Please describe in more detail the homes to b of bedrooms, etc., and how the size of ho determined (based on family size, etc.) 	e built, including square footage, number
3. Please describe how the estimated size and area these homes will be located.	cost per home compares to homes in the
4. Please explain whether the home construction funded housing programs, including but not Fund, Indian Housing Block Grant program, or the Bureau of Program.	ot limited to the National Housing Trust m, the Indian Community Development
Name of DOJ Reviewer: Navalyn R. Platero	
Signature of DOJ Reviewer:	2014m

If you wish to provide the additional information requested please resubmit all the required forms updated to include the additional information. Full resubmission will expedite the Initial Eligibility Determination process. Therefore, please include a new RFS form indicating resubmission, revised Appendix A, budget form 1, and other supporting documents. Please email your resubmission to arpa@nndoj.org. Please be aware that under Resolution BFS-31-21 a Project can only be reviewed twice, therefore it is critical that you include all the requested additional information for your second submission.