



CERTIFICATE

Date Issued Dec. 21, 2000.

Control #

Permit # #00_ 326-99

IDENTIFICATION

Block 7.01 Lot 7.14

Work Site Location 13 Ashland Terrace.

Chester Township, NJ.

Owner in Fee/Occupant Rox Construction

Address P.O.Box 708

Chester, NJ. 07930

Tele. ()

Contractor Rox Construction

Address P.O.Box 708

Chester, NJ. 07930

Tele. ()

Fax ()

Lic. No. or Bldrs. Reg. No. 140924 A

Federal Emp. No. 22 3583866

Home Warranty No. RWP 1878052

Type of Warranty Plan: [] State [X] Private

Use Group R-4

Maximum Live Load

Construction Classification 5-B

Maximum Occupancy Load

Description of Work/Use:

NEW SINGLE FAMILY DWELLING

☐ CERTIFICATE OF CLEARANCE — LEAD ABATEMENT 5:17

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

[] Total removal of lead-based paint hazards in scope of work

[] Partial or limited time period (years); see file

☐ CERTIFICATE OF CONTINUED OCCUPANCY

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

☐ CERTIFICATE OF COMPLIANCE

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

Fee \$

Paid [] Check No.

Collected by:

CONSTRUCTION OFFICIAL

UCC/PRO F-260 (REV 3/96)
Professional Printing
(856) 468-7933

1 WHITE — APPLICANT

2 CANARY — OFFICE

3 PINK — TAX ASSESSOR

TOWNSHIP OF CHESTER

1 Parker Road Chester, NJ 07930
908 879-5100 908 879-8281 (Fax)

REQUEST FOR ACCESS TO GOVERNMENT RECORDS (Other Than Police Records)

SEE INSTRUCTIONS ON THE OTHER SIDE

Name: Roger P. Sauer, Esq. for Andrew E. Hummel, D.O.
Address: Lindabury, McCormick & Estabrook, P.C.
53 Cardinal Drive, P. O. Box 2369, Westfield, NJ, 07091
Telephone (Day): (908) 233-6800

Information Requested:

 Copy of Minutes (specify board or entity, date, topic or other identifying information)

 Copy of Ordinance or Resolution (specify date, number, or other identifying information)

 x Other (specify): Records to show dates and amounts of all COAH
deposits on homes built in the Roxiticus Ridge
Estates Development; Certificates of Occupancy
for all homes built in the Roxiticus Ridge Estates
Development; All applications for Certificates of *
License Information (Specify) _____

Information on Specific Property

All homes/lots on both Ashland Terrace and Park Ridge Court.
Address _____ Block _____ Lot _____

 Municipal Lien Search Fee \$10.00

Municipal Lien Searches are provided by the designated search officer and will be provided within 15
Days after the request is received and the fee paid, as provided in N.J. S.A. 54:5-11, et seq.

 List of Property Owners within 200' Fee: _____
As provided in N.J.S.A. 55D-12, the fee is the greater of \$25 per name or \$10.00

* Occupancy on homes built in the Roxiticus Ridge Estates Development; Developers
Agreement pertaining to Roxiticus Ridge Estates Development.

Roxitcus Ridge -

What streets are in "Roxitcus Ridge?"

Ashland Terr.
Park Ridge

BL	L		
7.01 - 13.06 -		Dochly -	7A Roxitcus View
✓ 7.01 - 7.08 -		Jimenez -	1 Ashland
✓ 7.01 - 7.25		Mirchandani -	2 Ashland
✓ 7.01 - 7.09		Gluck -	3 Ashland
✓ 7.01 - 7.24		Aaron -	4 Ashland
✓ 7.01 - 7.10		Connell -	5 Ashland
✓ 7.01 - 7.23		Changit -	6 Ashland
✓ 7.01 - 7.11		Mendoza -	7 Ashland
<u>not done</u> 7.01 - 7.17 -		Hummel -	8 Ashland
✓ 7.01 - 7.16		Perese -	10 Ashland
✓ 7.01 - 7.13		Enton -	11 Ashland
7.01 - 7.15 Bernstein - 12 Ashland			
✓ 7.01 - 7.14 -		Reynolds -	~~Haynes~~ 13 Ashland
✓ 7.01 - 7.12			9 Ashland

✓ 7.01 - 7.19

3 Park Ridge Ct.

✓ 7.01 - 7.18

1 Park Ridge Ct.

✓ 7.01 - 7.21

4 Park Ridge Ct.

✓ 7.01 - 7.22

2 Park Ridge Ct.

not done
~~7.01 - 7.20 -~~

~~6~~ 6 Park Ridge -



APPLICATION FOR CERTIFICATE

Date Received
Date Permit Issued
Control #
Permit #
Date Issued

IDENTIFICATION

Block 7.01 Lot 7.14
Work Site Location 197 Ashland Terrace Contractor S
Address A
Owner in Fee Roy Const. Address M E
Address PO Box Chester Tel. ()
Tel. (908) 470-4141 License No.
Federal Employee No.

ACTION

- ☒ CERTIFICATE OF OCCUPANCY
☐ CERTIFICATE OF CONTINUED OCCUPANCY
☐ LEAD HAZARD ABATEMENT CERTIFICATE OF CLEARANCE
☐ TEMPORARY CERTIFICATE OF OCCUPANCY

USE GROUP A-3 Previous Current

FINAL COST OF CONSTRUCTION: \$ 530,000

(Include value of any new structure, all on-site improvements, built-in furnishings and fixtures and all integral equipment exclusive of process or manufacturing equipment.)

A set of "As Built" or amended drawings is required if the building or structure deviates from the approved plans filed with the construction permit. Use space below to describe any deviations from approved plans:

If you are requesting a Temporary Certificate of Occupancy, please explain why in the space below.

DESCRIPTION OF WORK/USE:

New Home

I hereby attest, that to the best of my knowledge, all work has been completed in accordance with the approved plans, permit, and Regulations. Incomplete items listed on a Temporary Certificate of Occupancy will be completed by the date on the Certificate

SIGNED: _____

OWNER/AGENT

- ☒ OWNER
☐ AGENT

McELROY, DEUTSCH & MULVANEY, LLP
ATTORNEYS AT LAW

1300 MOUNT KEMBLE AVENUE
P.O. BOX 2075
MORRISTOWN, NEW JERSEY 07962-2075
(973) 993-8100
FACSIMILE (973) 425-0161

JOHN H. SUMINSKI
Direct dial: (973) 425-8706
jsuminski@mdmlaw.com

June 19, 2003

RECEIVED
JUN 23 2003

Evelyn C. Tierney, Board Secretary
Morris County Construction Board of Appeals
P.O. Box #900
Morristown, New Jersey 07963-0900

Re: Reynolds/Sauer v. Township of Chester
Township of Chester
MC #2003-23
MDM File No. C0132-1223

Dear Ms. Tierney:

With regard to the above-referenced appeal, scheduled for Thursday, June 26, 2003, at 7:30 p.m., enclosed are the following:

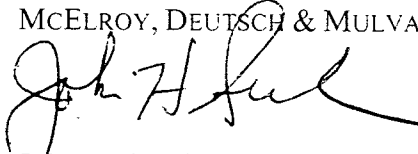
1. An executed Consent to Extension of Time for Decision; and,
2. A listing of violations pertaining to the Reynolds' property.

By copy of this letter to the homeowner, Ms. Reynolds and to the other person/entity Rox Construction, I am writing each with a copy of the above-referenced documents.

Thank you for your cooperation.

Very truly yours,

McELROY, DEUTSCH & MULVANEY, LLP

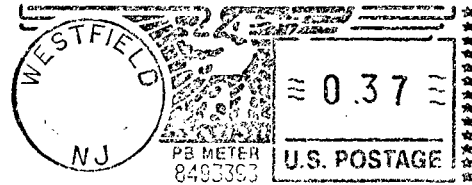


John H. Suminski

JHS:dn

Encls.

- c. Ms. K. Reynolds (w/encls.)
Rox Construction (w/encls.)
James Fania, Construction Official (w/o encls.)
Loretta Skinner, Administrator (w/o encls.)



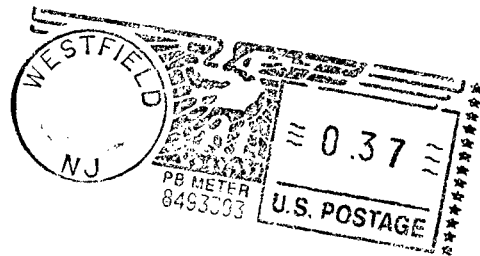
LINDABURY, McCORMICK & ESTABROOK, ESQS.

53 CARDINAL DRIVE

P.O. BOX 2369

WESTFIELD, NEW JERSEY 07091-2369

ATTN: *RPS*



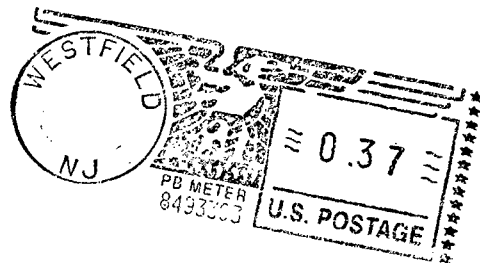
LINDABURY, McCORMICK & ESTABROOK, Esqs.

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WESTFIELD, NEW JERSEY 07091-2369

ATTN: RPS



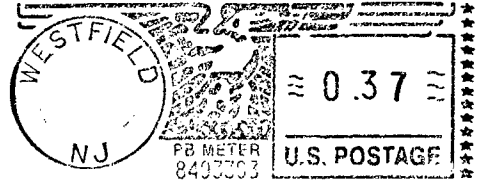
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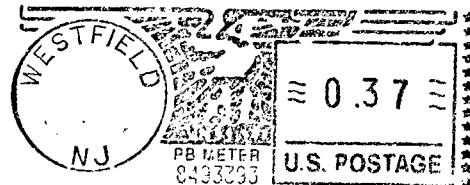
LINDABURY, McCORMICK & ESTABROOK, Esqs.

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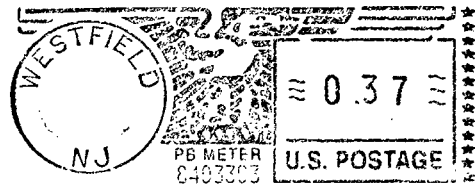
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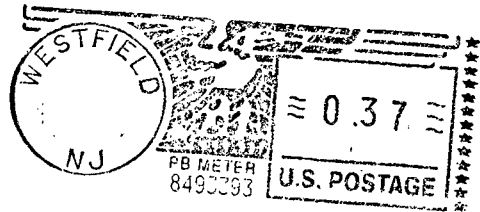
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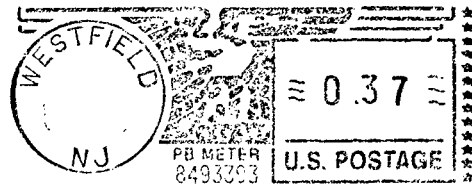
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LINDABURY, McCORMICK & ESTABROOK, Esqs.

53 CARDINAL DRIVE

P.O. BOX 2369

WESTFIELD, NEW JERSEY 07091-2369

ATTN: R/S —

LINDABURY, McCORMICK & ESTABROOK

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

RICHARD R. WIDTH
ANTHONY J. LaRUSSO^o
PETER A. SOMERS
WILLIAM R. WATKINS
EDWARD J. FRISCH
JOHN R. BLASI¹
JOHN H. SCHMIDT, JR. ^o
DONALD F. NICOLAI
BRUCE P. OGDEN
JAMES K. ESTABROOK
JAMES D. DeROSE^o
BARRY J. DONOHUE¹
ROBERT S. BURNEY
DAVID R. PIERCE
JAY LAVROFF
ANTHONY P. SCIARRILLO
ROBERT W. ANDERSON¹

ROBERT S. SCHWARTZ²
STEPHEN A. SANTOLA¹
DONALD B. ROSS, JR.
STEVEN BACKFISCH
ROGER P. SAUER¹
DANIEL F. CROWE
JAMES McGLEW II
CATHERINE J. FLYNN TAFARO^o
JOHN F. GOEMAAT⁴
RONALD M. HERSHKOWITZ¹
KEVIN J. RUSSELL¹
KATHLEEN M. CONNELLY¹
ERIC B. LEVINE
ATHINA LEKAS CORNELL¹
ELIZABETH ENGERT MANZO
GREG K. VITALI
JEFFREY R. MERLINO¹

FRED J. HUGHES
CHRISTINE M. MARTINEZ¹
ISABEL MACHADO¹
ANNE B. GASIOR¹
MARISA R. KUSSOY¹
DENNIS McKEEVER
DAVID A. BALABAN¹
JAMES E. GUINEE¹

MARK S. KUEHN³
COUNSEL

KENNETH L. ESTABROOK
FRANCIS X. McCORMICK
JOHN M. BOYLE
KELLY A. BRIGANTI
OF COUNSEL

JOSEPH S. LINDABURY
(1898-1984)

53 CARDINAL DRIVE
P.O. BOX 2369
WESTFIELD, NJ 07091-2369
(908) 233-6800
FAX (908) 233-5078

26 BROADWAY
SUITE 2300
NEW YORK, NY 10004
(212) 742-3390
FAX (212) 269-5016

Please Reply to Westfield

^oCERTIFIED BY THE SUPREME COURT OF
NEW JERSEY AS A CIVIL TRIAL
ATTORNEY

1. NJ & NY Bars 2. NJ, NY, PA & FL Bars
3. NJ, FL & VA Bars 4. NJ & DC Bars

Email: bogden@lindabury.com

June 4, 2003

Mr. James Fania, Construction Official
Chester Township Municipal Building
1 Parker Road
Chester, NJ 07930

Re: 8 Ashland Terrace

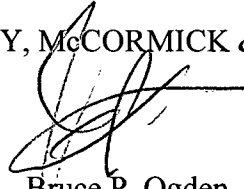
Dear Mr. Fania:

I represent Dr. Andrew E. Hummel, contract purchaser of the above captioned Roxiticus Ridge home. It is my understanding that during the recent development wide inspection of foundation block, the Hummel home was found not to be code compliant, as a consequence of which the test was a failure. Could you kindly verify for me whether or not this was in fact the case, and, if so, whether no Certificate of Occupancy will issue until the cited conditions are corrected.

Thank you.

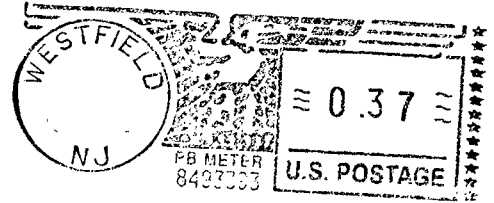
Very truly yours,

LINDABURY, McCORMICK & ESTABROOK


Bruce P. Ogden

BPO:cm
Enclosure

P.S. You will see that I have enclosed a duplicate copy of this letter and return envelope.



LINDABURY, McCORMICK & ESTABROOK, ESQS.

53 CARDINAL DRIVE

P.O. BOX 2369

WESTFIELD, NEW JERSEY 07091-2369

ATTN: _____

RPS

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Please Reply to Westfield

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NEW JERSEY AS A CIVIL TRIAL
ATTORNEY

1. NJ & NY Bars 2. NJ, NY, PA & FL Bars
3. NJ, FL & VA Bars 4. NJ & DC Bars

Email: bogden@lindabury.com

June 4, 2003

Mr. James Fania, Construction Official
Chester Township Municipal Building
1 Parker Road
Chester, NJ 07930

Re: 8 Ashland Terrace

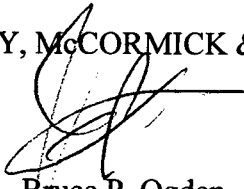
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Thank you.

Very truly yours,

LINDABURY, McCORMICK & ESTABROOK


Bruce P. Ogden

BPO:cm
Enclosure

P.S. You will see that I have enclosed a duplicate copy of this letter and return envelope.

MORRIS COUNTY CONSTRUCTION BOARD OF APPEALS

P.O. Box 900
Morristown, NJ 07963-0900
phone (973) 829-8120
fax (973) 326-9025
May 20, 2002

Notice of Appeal & Hearing Date

APPELLANT

Joe Marinaro
Rox Construction Company, LLC.
P.O. Box 708
Chester, NJ 07930

MUNICIPALITY

Frank Panek, Construction Official
Township of Chester
1 Parker Road
Chester, NJ 07930

Re: Rox Construction Company, LLC v. Township of Chester MC#2002-10.

The above referenced appeal was filed with the Morris County Construction Board of Appeals on May 16, 2002 and is scheduled to be heard Thursday May 23, 2002 at 7:30 p.m. in the Freeholders Public Meeting Room, Fifth Floor, Administration and Records Building, Court Street, Morristown, NJ. Enclosed are the Rules of Procedures and Consent of extension of Time for Decision, which we ask you to sign and return in the envelope provided.

Any Appellant that is a legally incorporated entity and all municipalities must be represented by counsel. Please provide the name of counsel for any incorporated applicant and for the municipality.

To promote the consideration of your appeal, the board requests that seven (7) copies of pertinent documents that will be used to present the appeal to the Board, should be provided and received at least ten (10) days prior by the Board Secretary and a copy to your adversary. This request does not prohibit you from submitting documents at the hearing. Any documents that are presented at the hearing that have not been previously submitted to the Board are required to be accepted by your adversary for submittal at that time. Seven (7) copies of those documents are required to be supplied to the Board at the hearing if not previously supplied.

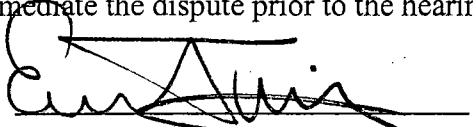
The Board requires as a minimum all pertinent documents issued pursuant to the governing regulations, such as, but not limited to: Notice of Violation, Notice of Penalty, Request for Variation, Plans, Exhibits, etc., be provided by the issuing entity to the Board. All document copies must be legible and indicate all required signatures. Extensive document packages should be indexed to facilitate the presentation of your case. **The Municipality must also submit proof of service to this Board.**

Any entity who is not the Owner of Record, who files and appeal as an Agent of the Owner must provide documentation to the Board that they are an Agent of the Owner and authorized to submit an appeal on behalf of the Owner. Any previous or pending litigation between the parties or with other entities that may impact the hearing of the appeal, must be disclosed to the Board and your adversary a minimum of ten (10) days prior to the scheduled hearing.

With prior consent of the adversary, either party may request an adjournment. The request must be in writing and send to the board prior to the meeting.

The Board encourages the two parties to the action to attempt to remediate the dispute prior to the hearing, and to reach a mutually agreeable resolution.

Thank you.



Evelyn C. Tierney, Board Secretary

cc: Construction Board Members
Martin Barbato, Esq., Attorney for the Board
Mr. & Mrs. Reynolds, Owner in Fee
Rick Brodeur, State of NJ, Community Affairs
John H. Suminski, Municipal Attorney

Notice received _____, 2002

By _____ Sent via Regular Mail and Certified Mail/RRR
and Fax Transmittal 5/20/2002.



MORRIS COUNTY CONSTRUCTION BOARD OF APPEALS

P.O. Box 900

Morristown, NJ 07960

Phone: (973) 829-8102

Fax: (973) 326-9025

May 20, 2002

CONSENT TO EXTENSION OF TIME FOR DECISION

Please sign and return to:

Morris County Construction Board of Appeals

P.O. Box 900

Morristown, NJ 07963-0900

Re: Rox Construction Company, LLC v. Township of Chester MC#2002-10.

Pursuant to N.J.S.A. 5:23A-2.3 (b), time for the Board to issue its decision may extend beyond the statutory time period, consistent with the Board's standard hearing schedule and practice.

Dated: _____

(Applicant/Attorney)

Address: _____

Hearing Date: **Thursday May 23, 2002**

Time: **7:30 P.M.**

RECEIVED
MAY 16 2002
MC CONSTRUCTION
BOARD OF APPEALS



APPLICATION TO CONSTRUCTION BOARD OF APPEALS

Date Received
Date Issued
Control #:
Permit #:

MC# 2002-10

IDENTIFICATION

Work Site Location 14 Ashland Terr Block 701 Lot 7.14
Owner in Fee Reynolds Agent Ray Construction
Address 14 Ashland Terr Address No 703
Clarkston NJ Chester NJ
Phone () _____ Phone 908 470-4141

APPLICANT STATEMENT

Specific section(s) of the Regulations in question:

see attached letter

Please attach a copy of the Notice received from the Construction Code Official and/or Fire Official. Briefly state your position in this matter and explain the nature of the relief you seek (If more space is required, additional pages may be attached)

The Construction Board of Appeals has 10 business days following the submission of the appeal to make a decision pursuant to N.J.A.C 5:23-2.37(a).

SIGNED: _____

APPLICANT

DATE 5/14/02

Fee \$ 100.00

Paid ☒ Check # 3651

Collected by: [Signature]

(Application will not be considered complete unless accompanied by the appeal fee (\$100.00). The Fee shall be waived when appeal is based on failure of agency to act within a specified time frame.)

NOTE TO APPLICANT:

Please complete this form and return, with your check for \$100.00 payable to Morris County Construction Board of Appeals, to:

Evelyn Tierney, Board Secretary
Morris County Construction Board of Appeals
P.O. Box 900
Morristown, NJ 07963-0900

TO FILE AN APPEAL IN PERSON: Our office is located in the Schuyler Annex Building, 4th Floor, 30 Schuyler Place, Morristown. Telephone: 973.920.8120 Fax: 973.326.0025

TOTAL P.02

Roxiticus Ridge, LLC

Phone 908-470-4141
Fax 908-470-4142

PO Box 708
Chester, NJ 07930

5/14/2002

Morris County Board of Appeals
PO Box 900
Morristown, NJ 07963-0900

Re: Reynolds Home, 14 Ashland Terrace, Chester, NJ 07930; permit # 326-99

Please be advised that we wish to appeal the Notice Of Violation that was issued on the above named home.

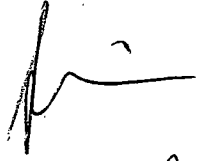
The Reynolds's have engaged in a personal vendetta against this project and me. I have been to court two times already and have another matter pending with the Reynolds's. A C.O. was issued on this property on December 12, 2000. At that time they sued me because they claimed that the CO was illegal and should not have been issued. A Settlement Agreement was reached that was affirmed by the court. In that agreement. Paragraph V, it is stated, "**both expressly reaffirm their right and obligation to arbitrate in accordance with paragraph 44 of their original contract** (both the settlement agreement and contract are enclosed). They also contacted H.O.W. to arbitrate issues but apparently did not like their response (letter attached).

The only intent of the Roger and Kathy Reynolds are to harass me and try to put me out of business. I hope that the State will not get dragged into a dispute that is done only for spite and not in accordance with legal agreements.

In addition I will answer each violation listed in the report.

- A. The foundation walls were reinforced and were inspected and approved by the town.
- B. Since the basement was finished, the walls also carry the beams.
- C. This is a H.O.W. matter.
- D. This is not a violation. PSL have a higher design load than LVL.
- E. These are all H.O.W. matters
- F. The EFIS was installed properly (letters attached).
- G. This is a H.O.W. matter.
- H. This is not a violation and was done after possession at the direction of the Reynolds (letter attached).
- I. This is a H.O.W. matter.
- J. This is not a violation and was done at the Reynolds request.
- K. The finished grading has not been complete due to the Reynolds not allowing access.
- L. Same as K.

Please call with any questions or comments you may have.



Joseph Marinos
Rox Construction

* Appellant reserves the right to further
supplement and amend this appeal



☒ NOTICE OF VIOLATION AND
ORDER TO TERMINATE
☐ NOTICE AND ORDER OF
PENALTY

Date Issued 9-24-99
Control #
Permit # 326-99

Order is Directed to the
Contractor

IDENTIFICATION

Work Site Location 14 Ashland Terrace Block 7.01 Lot 7.14
Chester Twp, NJ
Owner in Fee Kathleen Reynolds Agent/Contractor Roxiticus Ridge, LLC
Address 14 Ashland Terrace Address PO Box 708
Chester, NJ 07930 Chester, NJ 07930

ACTION

DATE OF NOTICE: 5-1-02 COMPLIANCE DUE DATE: 6-14-02 DATE OF INSPECTION: _____

TAKE NOTICE that you have been found to be in violation of the State Uniform Construction Code Act and Regulations promulgated thereunder in that: N.J.A.C. 5:23-2.30(a) to correct violations as per attached letter.

You are hereby ordered to terminate the said violations on or before 6-14-02.
No Certificate of Occupancy or Approval will be issued unless the said violations are corrected.

- ☒ Failure to comply with this Order will subject you to a penalty of \$ 500 per week.
☐ You are hereby ordered to pay a penalty in the amount of \$ _____ for each violation for a total penalty of \$ _____. Each _____ that any of the said violations remain outstanding after _____ shall result in an additional penalty of \$ _____ per week.

If you wish to contest the validity of the above action, you may request a hearing before the Construction Board of Appeals of the _____ County of Morris, within 15 days of receipt of these Orders. The Application to the Construction Board of Appeals may be used for this purpose.

Your application for appeal must be in writing, setting forth your address and name, the address of the building or site in question, the permit number, the specific sections of the Regulations in question, and the extent and nature of your reliance on the Regulations and, if necessary, a brief statement setting forth your position and the nature of the relief sought by you. You may also append any documents that you consider useful.

The fee for an appeal is \$ 100.00 to be forwarded with your application to the Construction Board of Appeals office at Morris County Board of Appeals P.O. Box 900 Morristown, NJ: 07963-0900

Att: Evelyn Tierney, Board Secretary

If you have any questions concerning this matter, please call: 908 879-5100 est 821

Notice of Violation and Order to Terminate: [Signature] Date: 5-2-02

Notice and Order of Penalty: _____ Date: _____

CC: L. Skinner
B. Spinelli
R. Brodeur (DCA)
K. Reynolds
F. Panek
FILE

Attachments: Uniform Construction Code
CABO Sections & N.S.P.C.



REC'd 5-1-0

State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS

JAMES E. MCGREEVEY
Governor

Office of Regulatory Affairs
P.O. Box 818
Trenton, New Jersey 08625
Phone (609)-984-7768
Fax (609)-984-7718

SUSAN BASS LEVIN
Commissioner

April 23, 2002

Mr. Frank Panek
Construction Official
Chester Township
1 Parker Road
Chester Township, New Jersey 07930

RE: Sauer/Reynolds Residence
14 Ashland Terrace
Chester Township, New Jersey

Dear Mr. Panek:

In response to a complaint received at this office, I have inspected two single family dwellings at the Roxiticus Ridge Community. The inspections were to verify or refute the validity of the alleged code violations submitted to this office by the owners. The second home inspected was the Sauer/Reynolds residence, 14 Ashland Terrace, Block 7.01 Lot 7.14. I observed the following violations:

A. Foundation walls are not reinforced as specified in approved design documents, inclusive of bearing locations.
Violation: NJAC 5:23- 2.16 (j)2., CABO 404.1.2.
CABO Table 404.1.1b.

CAN NOT SEE
RE-BAR

B. Column caps specified in approved design documents were omitted.
Violation: NJAC 5:23 - 2.16(j)2.

YES

C. The wood girders are shimmed with cedar shingles which are in contact with the masonry foundation. The result is that the wood girders are bearing at the masonry foundation by less than 3".
Violation: CABO 502.4

YES

(D) PSL wood girders installed in lieu of LVL wood girders specified throughout.
Violation: NJAC 5:23 - 2.16(j)2.

YES



E.

Roof framing does not comply with approved design documents including but not limited to the following:

- Rafters at the rear of the main attic were to bear on a flush LVL beam. 3- 2" X 4" plates were added to the top of said beam. The rafters have no plumb cut at the "bird's mouth" and no rafter ties were installed.
- The rafters at the right side of the main attic were to bear on a 2" X 4" wall. A flush beam was added to the top of said wall without specification or detail as to connections.
- Collar ties at the main attic are installed at 32" on center. The approved design documents specify collar ties at 16" on center.
- Hangers installed at the rafters at the attic stair are designed for floor and/or ceiling joists, not rafters.
- No hangers exist at the dormer and barrel vault headers.
- Collar ties omitted at front and rear dormers.
- Hip rafters are not cut or secured in accordance with industry standards and practice. No connection specification exists for the connection between the ridge board and hip rafters.

Violations: NJAC 5:23 - 2.16(j)2., and NJAC 5:23 - 2.14 (e) 1.ii. *ANNUAL ? PERMITS*

F. The EIFS stucco system is not installed in accordance with Manufacturer's specifications.

Violation: NJAC 5:23 - 3.6 (b) *NOT SEALED HANDS SPEC FOR HANSON*

G.

Flashings at wall/roof intersections are a combination of aluminum and copper. The use of these dissimilar metals will promote corrosion instead of resisting corrosion. *YES*

Violation: CABO 703.8

H. Water conditioner discharges to waste pipe. *YES*
Violation: NSPC 9.1.8

*AIR GAP at
Back Flow preventer*

I. The shower floors in the bathrooms at the master bedroom and finished basement bedroom are not properly pitched to the floor drains.
Violation: NSPC 7.16.6 *REpitch*

J. Access for the pump at the whirlpool tub at the master bath is not at the pump location.

Violation: NSPC 7.9.4

*REFER TO MFG'S
INSTALLATION INSTRUCTIONS*

WOOD UNDER DOOR

~~82 215 (92)~~
D212

REL2

- K. Basement entry at rear is 9 1/2" + above grade. 1992 CABO REQUIRE
Violation: NJAC 5:23- 3.21 (c)3.ix. (APPEARS 8 1/2" MAT (SETTLEMENT!))
To be incorrect.
- L. Grading incomplete and finished grade is not 6" below wood frame and
wood sheathing at various areas. Grade is not pitched away from
foundation at various areas.
Violations: CABO 404.1.3 and CABO 406.3.5 YES

It is appropriate that you issue a Notice of Violation and Order to Terminate to address the above noted violations. Please copy this office with said notices and any other correspondence regarding abatement of the violations.

You can reach me directly at (609)-984-7768 with any questions or concerns you may have.

Sincerely,

Sincerely,


Rick Brodeur

Rick Brodeur
Construction Official
Office of Regulatory Affairs

cc: ~~Ms. Sauer~~ ~~Mr. Reynolds~~

RB/ds

E. ROBINSON GROUP, INC.
DISTRIBUTORS OF SENERGY EXTERIOR SYSTEMS

10-8 COUNTY LINE ROAD
SOMERVILLE, NJ 08876
908/722-7702
Fax 908/722-6431

May 10, 2002

Mr. Frank Panek
Construction Official
1 Parker Road
Chester, NJ 07930

Re: Roxiticus Ridge (Rox Construction, LLC)

Dear Frank,

The installation of Senergy's Senturion System III at the above reference project has been installed as per Senergy's specifications and application instructions. Therefore, this will qualify for a 10 year Senturion warranty.

If you have any questions or concerns please do not hesitate to, call my office

Sincerely,



Edward Robinson

cc: Baaklini
Rox Construction, LLC

E. ROBINSON GROUP, INC.
DISTRIBUTORS OF SENERGY EXTERIOR SYSTEMS

10-8 COUNTY LINE ROAD
SOMERVILLE, NJ 08876
908/722-7702
Fax 908/722-6431

May 10, 2002

Mr. Frank Panek
Construction Official
1 Parker Road
Chester, NJ 07930

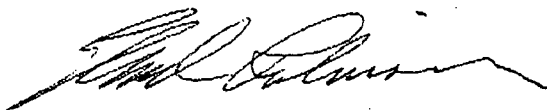
Re: Roxiticus Ridge (Rox Construction, LLC)

Dear Frank,

I am writing in response to my May 10, 2002 visit to the above referenced project. During the course of my visit, observations from ground level were made of the Senturion System III. Please be advised the Senturion System III appears to be installed per Senergy specifications and details.

If I can be of any further assistance please feel free to contact me.

Respectfully,



Edward Robinson

Cc: Baaklini
Rox Construction, LLC



RESIDENTIAL WARRANTY CORPORATION

5300 Derry Street Harrisburg, PA 17111-3598

717-561-4480 FAX 717-561-4494

October 15, 2001

Mr. Roger Sauer
14 Ashland Terr.
Chester, NJ 07930

Subject Warranty File: # 33117

Dear Mr. Roger Sauer:

Residential Warranty Corporation (RWC) is in receipt of your written warranty performance notice. We are in the process of reviewing your notice at this time. You will be contacted shortly by an RWC Representative by telephone or in writing (Via Certified Mail), regarding your notice.

Please be aware that RWC does not disclose any non-public personal information about our customers or former customers to anyone, except as permitted or required by law.

To assist RWC in resolving your Warranty issues, you may be requested to provide us with a list of the sub-contractors who worked on your home, including address and phone numbers if available. Please notate the above referenced Warranty File Number when Contacting RWC.

Sincerely,

RESIDENTIAL WARRANTY CORPORATION

Warranty Resolution Department

AFH/

CC: Roxiticus Ridge LLC

LINDABURY, McCORMICK & ESTABROOK

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

RICHARD R. WIDTH
ANTHONY J. LARUSSO¹
PETER A. SOMERS
WILLIAM R. WATKINS
EDWARD J. FRISCH
JOHN R. BLASI
JOHN H. SCHMIDT, JR.²
DONALD F. NICOLAI
BRUCE P. OGDEN
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ATHINA LEKAS CORNELL

ELIZABETH ENGERT MANZO
GREG K. VITALI
JEFFREY R. MERLINO
BRUCE W. MCCOY, JR.
CHRISTINE M. MARTINEZ
ISABEL MACHADO

JAMES McGLEW II
COUNSEL

KENNETH L. ESTABROOK¹
FRANCIS X. McCORMICK
OF COUNSEL

JOSEPH S. LINDABURY
(1898-1984)

53 CARDINAL DRIVE
P.O. BOX 2369
WESTFIELD, NJ 07091-2369
(908) 233-6800
FAX (908) 233-5078

26 BROADWAY
SUITE 2300
NEW YORK, NY 10004
(212) 742-3390
FAX (212) 269-5016

¹CERTIFIED CIVIL TRIAL ATTORNEY
¹ NJ & NY Bars ² NJ & PA Bars
³ NJ, NY, PA & FLA Bars

Please Reply to Westfield

April 20, 2000

Mr. Joseph P. Marinaro
Rox Construction, LLC
P. O. Box 708
Chester, NJ 07930

Re: Ashland Terrace

Dear Joe:

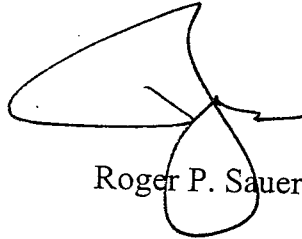
I have done my homework on the proposed Senergy EIFS System with any number of contacts in the building and construction trades. We approve it, on the following conditions:

- It is the Senturion III System, which provides for internal drainage.
- The manufacturer's ten year warranty will go directly to us.
- The manufacturer's warranty, stated to be limited, is adequate. I have written directly to Senergy for a copy of it.
- The furnishing of the Senergy warranty is in addition to, rather than in replacement of, any of your obligations under the New Jersey New Homeowner's Warranty Act.
- The system will be applied by an applicator who is certified by the manufacturer.

Mr. Joseph P. Marinaro
April 20, 2000
Page 2

It doesn't strike me that any of the above ought to be controversial, and unless I hear from you to the contrary, Kathleen and I will assume we have a meeting of the minds. We would also appreciate your workup on whatever credit is due in substituting the Centurion System for actual stucco.

Very truly yours,

A handwritten signature in black ink, consisting of a large, stylized loop followed by a smaller, teardrop-shaped loop, with a horizontal line extending to the right from the middle of the first loop.

Roger P. Sauer

RPS:cm



RESIDENTIAL WARRANTY CORPORATION

5300 Derry Street Harrisburg, PA 17111-3598

717-561-4480 FAX 717-561-4494

April 17, 2002

CERTIFIED MAIL

✓ Roxiticus Ridge LLC
Attn: Mr. Marinaro
P O Box 708
Chester, NJ 07930

RE: Arbitration Initiation/RWC File No. 34601
Reynolds Residence

Dear Mr. Marinaro:

This case may soon be forwarded to the Construction Arbitration Service (CAS) for processing. Residential Warranty Corporation (RWC) will not have representation present at the arbitration hearing and presses the importance of your attendance at the hearing. Please attend the hearing prepared to represent your position on the matters being presented. RWC will be forwarding a "Warranty Information Sheet" to all parties, as well as to the CAS prior to the arbitration hearing. As a reminder, based upon the Limited Warranty Agreement and the RWC Warranty Program-Membership Agreement, you as the RWC Member are fully responsible for performance of all the obligations during the first two years of a home's enrollment.

Also, pursuant to the terms of the Limited Warranty Agreement and the terms of the RWC Membership Agreement, Members who build in the state of New York, New Jersey and Montgomery County in the state of Maryland, are responsible for the applicable arbitration fees.

By order of the New Jersey Department of Community Affairs, because of their view under the New Jersey law that the decisions of the arbitrator are final and binding upon all parties, the homeowner's requirement for accepting the award outlined in the Limited Warranty Program booklet will be waived.

If it is necessary to process this file for arbitration, RWC will be remitting to CAS the proper arbitration fees as described in the enclosed fee schedule. In turn, RWC will respectfully request reimbursement in the amount of the arbitration fees paid. RWC will invoice you for the total costs incurred after the arbitration takes place.

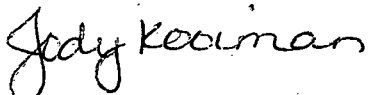
Page 2

RWC File No. 34601

If you have any questions regarding the arbitration process, please do not hesitate to contact me directly at 800-247-1812, ext. 2311.

Sincerely,

RESIDENTIAL WARRANTY CORPORATION

A handwritten signature in cursive script that reads "Jody Kooiman".

Jody L. Kooiman

Warranty Administrator

Warranty Resolution Department

Enclosure: Letter of Arbitration sent to Homeowner



RESIDENTIAL WARRANTY CORPORATION

5300 Derry Street Harrisburg, PA 17111-3598

717-561-4480 FAX 717-561-4494

April 17, 2002

CERTIFIED MAIL

Lindabury, McCormick & Estabrook
Attn: Mr. Roger Sauer
53 Cardinal Drive
PO Box 2369
Westfield NJ 07091-2369

RE: RWC File #34601
Reynolds Residence

Dear Mr. Sauer:

This letter is in response to the correspondence Residential Warranty Corporation (RWC) received. The purpose of our mediation process is to intervene as a third party and attempt to help you reach an agreement with your builder. While in many cases, this does resolve the conflict, in this particular instance it did not. A coverage determination is not part of this stage of the process.

RWC must consider your complaint an "unresolved dispute", pursuant to Section A.7.(f) of the Limited Warranty. RWC is holding your file active for an additional thirty days, however, RWC will not be contacting you during this time. When the parties involved can not reach an agreement, our process offers to submit the issues to arbitration. This is an expedient way to bring the matter to resolution. It is the Arbitrator assigned by the arbitration service who will ultimately make a coverage decision.

Enclosed is Request for Arbitration Form for your review. RWC is notifying your builder, Roxiticus Ridge LLC by copy of this letter, that the arbitration information has been sent to you. Should you elect to initiate arbitration, please submit the completed Request for Arbitration to RWC as soon as possible from the receipt of this letter. Please review the request form to be sure that the form is explicit as to what matter you wish to take to arbitration so that there are no discrepancies later on in the Process. The cost of Arbitration shall be borne by the builder or WPIC. **Along with this form, it is requested that the homeowner submit detailed directions to their home, including street names, from a major route in the area.**

Pursuant to Section A.7.(f). of the Limited Warranty Program, when your request for warranty has not been resolved through mediation and you notify RWC within thirty (30) days of receipt of this letter, the disputes shall be submitted for arbitration. If RWC does not receive your signed Request for Arbitration by the above date your file will be closed.

Please note we do not disclose any non-public personal information about our customers or former customers to anyone, except as permitted or required by law.

Page 2

RWC File No. 34601

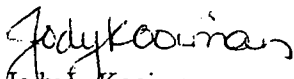
The homeowner's effective date of warranty is January 29, 2001. RWC received written notice on March 15, 2002 putting the homeowner in Year 2 of coverage under the Limited Warranty as stated in Section A.1(b) and A.7.(d). The following issues are excluded from coverage under the Limited Warranty in Year Two:

1. Numerous nail pops, trim and sheetrock cracks through the house.
2. Replacement of flashings where dissimilar metals are wed together.
3. Improperly installed pocket doors.
4. Sloppy finish of wallboard.
5. Floor creaks
6. Visible carpeting seams.
7. Improper pitch of shower pans in basement bathroom and rear master bath.
8. Spackle on garage floor caused by sloppy construction practices.
9. Lack of supporting clips for stainless steel double sink in kitchen.
10. Improperly cut granite countertop at kitchen sink.
11. Lack of proper fastening of dishwashers to granite countertop.
12. Improper covers on electrical boxes.
13. Improperly secured wall receptacles.
14. Inadequate weather-stripping at French door.

Should you have any questions you may contact me directly at extension 2311.

Sincerely,

RESIDENTIAL WARRANTY CORPORATION



Jody L. Kooiman

Warranty Administrator

Warranty Resolution Department

Encl.: Request for Arbitration Form, Rules of Arbitration, NJ Directive

cc: Roxiticus Ridge LLC



RESIDENTIAL WARRANTY CORPORATION

5300 Derry Street Harrisburg, PA 17111-3598

717-561-4480 FAX 717-561-4494

REQUEST FOR ARBITRATION

RWC Warranty File No. 34601

FOR OFFICE USE ONLY

HUD Insured Yes NO XX

Statement

The Builder is a party to the Arbitration as administrator for the warrantor Western Pacific Mutual Insurance Company, a Risk Retention Group.

RWC has listed below the matters that it believes are unresolved warranty issues, pursuant to the terms of the Limited Warranty. Should there be any questions regarding the scope of the arbitration, please contact RWC immediately. Otherwise to pursue arbitration on this matter, please sign and return this form to RWC.

Please make sure to include detailed directions to your home including street names, from a major route in the area.

Name of Owner: Ms. Kathleen Reynolds

Homeowner's Attorney: Mr. Roger Sauer
Attorney's Number: 908-301-5639

Unresolved Warranty Issues:

1. Defective light switch for overhead lighting at kitchen sink.
2. Piping of water conditioning system into soil pipe.
3. Horizontal cracking of foundation wall.
4. Inadequate bearing of roof rafters.

I (we) agree that the Unresolved Warranty Issue(s) listed above are the only issue(s) being requested for arbitration.

Homeowner
Signature: _____ Date: _____

Homeowner
Signature: _____ Date: _____



RESIDENTIAL WARRANTY CORPORATION

5300 Derry Street Harrisburg, PA 17111-3598

717-561-4480 FAX 717-561-4494

NEW JERSEY BUILDERS

The following outlines directives and regulations established by the New Jersey Department of Community Affairs.

DIRECTIVE FROM THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS

Effective: March 6, 1994

• Fees for Requests for Clarification/Modification of an Award of Arbitrator

You, (the homeowner), your builder or the Warranty Administrator may request a clarification of the award, within twenty (20) days of the date of mailing of the award by giving the arbitration service written notice of the request and copying all other parties. If you choose to request a clarification, you will be responsible to pay 50% of the fee, if charged, by the arbitration service up to a cap of \$100. The Warrantor and Administrator will be 100% responsible for the fees associated with their request. The compliance period will be tolled based upon the date the arbitration service acknowledges receipt of the clarification request.

• Compliance Arbitrations

The Homeowner may request a compliance arbitration within twenty (20) days after the sixty (60) day compliance period (or such other time period as may have been set by the arbitrator) has expired by giving RWC written notice of their request. The homeowner must pay the fees for the compliance arbitration prior to the matter being submitted to the arbitration service. If the arbitrator finds in the Homeowner's favor, the fee will be refunded to them.

• Cash Settlement Offers

"When the homeowner disputes the amount of cash settlement offer for a covered defect, made by a builder/warranty program, based upon an estimate obtained by said builder/warranty program and refuted by an estimate obtained in writing by the homeowner; the dispute will be submitted to Arbitration."

"The cost for this Arbitration will be borne by the builder/warranty program."

• Plans of Repair

"Repair Specification Documents (RSD) i.e., proposed fix, prepared by the builder/warranty program to satisfy an Arbitration Award must be presented to the insured homeowner. When the insured homeowner disagrees with the proposed fix based upon competent analysis of the RSD by the home owner's engineer, architect, registered builder or contractor, the elements of disagreement will be submitted to Arbitration."

"If the homeowner prevails in the arbitration it is the responsibility of the Administrator/Guarantor to inform the homeowner of their right to receive a Repair Specification Document (RSD) within ten (10) business days of the Administrator/Guarantor's receipt of the arbitration award."

Regulations:

Should the Builder/Warranty Program elect to offer a cash settlement, it must be based upon an independent contractor's estimate. The independent contractor must be available to perform the work, based upon the estimate, for the homeowners.

Homeowners do not have to pay any costs nor place any funds in escrow with respect to initial arbitration, or arbitration to determine the Repair Specification Document to be used following the homeowners' award of various covered defects.

Permit Reminder:

Prior to rendering repairs, proper permits must be obtained based upon the State of New Jersey Uniform Construction Code, Chapter 23, Subchapter 2. (ADMINISTRATION AND ENFORCEMENT; PROCESS)

If you have any questions regarding this Notice, you may contact the NJ Department of Community Affairs.



CERTIFICATE

Date Issued Dec. 21, 2000.

Control #

Permit # 326-99

IDENTIFICATION

Block 7.01 Lot 7.14
Work Site Location 13 Ashland Terrace,
Chester Township, NJ.
Owner In Fee/Occupant Rox Construction
Address P.O.Box 708
Chester, NJ. 07930
Tele. () _____
Contractor Rox Construction
Address P.O.Box 708
Chester, NJ. 07930
Tele. () _____ Fax () _____
Lic. No. or Bldrs. Reg. No. 140924 A
Federal Emp. No. 22 3583866

Home Warranty No. RWC - 1878052
Type of Warranty Plan: [] State [X] Private
Use Group R-3
Maximum Live Load _____
Construction Classification 5-B
Maximum Occupancy Load _____
Description of Work/Use: _____

☒ CERTIFICATE OF OCCUPANCY

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

☐ CERTIFICATE OF APPROVAL

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

☐ TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than _____, 19____ or the owner will be subject to fine or order to vacate:

NEW SINGLE FAMILY DWELLING

☐ CERTIFICATE OF CLEARANCE — LEAD ABATEMENT 5:17

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

- [] Total removal of lead-based paint hazards in scope of work
[] Partial or limited time period (_____ years); see file

☐ CERTIFICATE OF CONTINUED OCCUPANCY

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

☐ CERTIFICATE OF COMPLIANCE

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until _____.

CONSTRUCTION OFFICIAL

UCC/PRO F-260 (REV 3/98)
Professional Printing
(856) 468-7933

1 WHITE — APPLICANT

2 CANARY — OFFICE

3 PINK — TAX ASSESSOR

Fee \$ _____
Paid [] Check No. _____
Collected by: _____

**Automatic Water
Conditioning Co.**169 Morristown Road
Bernardsville N.J. 07924Phone 908-766-0634
Fax 908-766-4843

May 13, 2002

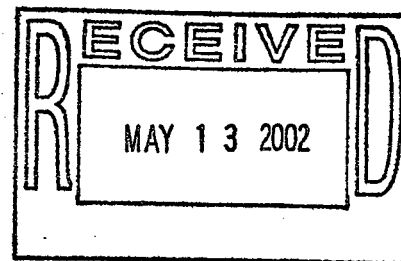
Dear George,

The following is in response to your inquiry about the installation of the Water Conditioning system for Sauer at 14 Ashland Terrace in Chester.

A year and a half ago we installed an Acid Neutralizing system at 14 Ashland in order to treat the well water to meet acceptable standards for Corrositivity. The System backwashes automatically a couple times per week into the septic system. The discharge water is completely chemical free and poses no risk of harming the septic system. There was a check valve installed which would prevent any possibility of waste backup. This is the preferred way to run the discharge drain line and is not an illegal hookup. We could reroute the drain line to the nearby sump pit at no charge if the homeowner would prefer so. This would have been actually easier for us in the beginning, however we feel as though the septic would be a better solution in the long run. The way it is now, they would never have to worry about the sump backing up and overflowing, especially if they plan to finish the basement.

We have been installing water treatment systems locally since 1948 and this is generally the way we have installed the drains. If you have any further questions or would like us to redo the drain, please do not hesitate to contact me.

Best regards,

Glenn Madden
Vice President

LINDABURY, McCORMICK & ESTABROOKA PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

RICHARD R. WIDH
ANTHONY J. LAUSSOG
PETER A. SOMERS
WILLIAM R. WATKINS
EDWARD J. FRUSCH
JOHN R. BLASH
JOHN H. SCHMIDT, JR.
DONALD F. NICOLA
BRUCE P. OGDEN
JAMES K. ESTABROOK
JAMES D. DROSZO
HARRY J. DONOHUE
ROBERT S. BURNETT
DAVID A. PIERCE
JAY LAVROFF

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ELIZABETH ENGERT MANZO
GREG K. VITALI
JEFFREY R. MEALINO

BRUCE W. MCCOY, JR.
CHRISTINE M. MARTINEZ
ISABEL MACHADO
ANNE B. GASION

JAMES MCGLEW II
COUNSEL

KENNETH L. ESTABROOK
FRANCIS X. MCCORMICK
KELLY A. BRIGANTI
OF COUNSEL

JOSEPH S. LINDABURY
(616-1764)

53 CARDINAL DRIVE
P.O. BOX 2369
WESTFIELD, NJ 07091-2369
(908) 233-6800
FAX (908) 233-5078

26 BROADWAY
SUITE 2300
NEW YORK, NY 10004
(212) 742-3390
FAX (212) 269-5016

Please Reply to Westfield

NOTED BY THE SUPREME COURT
OF NEW JERSEY AS A CIVIL TRIAL
ATTORNEY
1. NJ & NY Bar 2. NJ & PA Bar
3. PA & FLA Bar

writer's direct dial: 908-301-5609
email: bogden@lindabury.com

January 19, 2001

(Via Fax)

Edward A. Berman, Esq.
Hersh Ramsey & Berman, P.C.
222 Ridgedale Avenue
P. O. Box 2249
Morristown, NJ 07962

Re: Reynolds v. Roxiticus Ridge Corporation, LLC

Dear Ed:

This letter will set forth the agreement between our clients that resolves certain, but not all, outstanding issues between them.

I. Before closing:

- The Sauers' radon specialist has conducted testing. Subject to something wholly unknown surfacing, this is no longer an issue.
- Our client will engage the services of the Burrini firm in Mt. Freedom to undertake a thorough cleaning of the premises. Your client will contribute \$250 toward this expense.
- All lighting on premises will be hung. The Lighting Showroom will complete the hanging of the crystals after Roxiticus produces the crystals left on site by the Lighting Showroom.

Edward A. Berman, Esq.
January 19, 2001
Page 2

- The white oval mirror previously delivered by Design Hardware will be produced by your client.
- All toilets will be fully functional and work properly.
- Water service will be on, will be of adequate pressure to meet code, and will function properly.
- The three electronic garage door openers will be fully functional and operate properly.
- All shutters will be hung.
- As yet missing architectural details on the front facade of the house as more particularly shown by drawings C-1, A-5 and A-6, dated August 26, 1999 will be installed.
- The entire driveway and apron will be plowed, raked and smoothed out so that the surfaces can be utilized for their intended purpose.
- Louvered vent openings will be installed per code adjacent to the two Jacuzzis, enabling motor access in the event of future breakdown. This work will be done in a good and workmanlike manner.
- The missing piece of trim on the interior of a dining room window will be installed.
- Lights on the pillars at the front of the driveway will be operable.
- Windows with cracks will be repaired.
- The downspout adjacent to exercise room at the ground level in the rear will be properly functional.
- The built-in vacuum system will be fully operable.
- The parties will walk the exterior of the building to agree upon the precise location of all holes, stains and other imperfections in the exterior stucco. However, should they fail to agree, either in whole

Edward A. Berman, Esq.
January 19, 2001
Page 3

or in part, the closing will not be forestalled on this account, and the parties will submit this issue to arbitration.

- The same arrangement will obtain for other exterior masonry staining.
- There will be a final walk-through lasting no longer than two hours on Saturday afternoon, January 27, 2001, after which no third parties will be allowed inside the house.
- The parties will exchange faxes not later than Wednesday morning, January 24, 2001, to reach agreement on final closing numbers and in so doing facilitate the closing. Should they fail to agree, they will seek immediate, binding arbitration, in accordance with their contract, to resolve debit credit and related issues.

II. Closing

The closing will take place on Monday, January 29, 2001. Except as expressly set forth above to the contrary, all items under heading "I" must take place before there is a closing.

III. Within thirty days of closing:

- All gas fireplaces will be fully operable.
- The damaged and scratched cover to the alarm system controls at the rear entry door will be replaced.

IV. As soon as weather permits, but not later than May 30, 2001:

- Stucco and masonry holes, stains, and imperfections, previously identified as above, will be rectified.
- Circle tops will be replaced in all windows that still do not conform, and relevant finish work by way of trim, painting and the like will be done.
- All exterior painting will be finished.

Edward A. Berman, Esq.

January 19, 2001

Page 4

- The two piers that adjoin the front entryway will be painted or stuccoed to match the color of the stucco that is on the house.
- The floor of the upstairs terrace will be finished in bluestone (as was the first floor patio).
- Any stains on the front steps and entryway will be removed.
- All contractor felled trees will be removed from the property (whether in open areas or in the woods), but no trees that have fallen because of natural causes need be removed at any time.
- All stripped topsoil will be returned in accordance with the applicable ordinances and plans filed with the Township of Chester.
- The property will be properly graded per Township requirements and notes on drawing C-1 on the plans prepared by VJM and given to our client.
- Contractually required seeding will take place.

V. Litigation, Arbitration and Other Issues

Both buyer and seller have other issues in dispute between them which they each wish to bring to a resolution but that are not addressed by this letter agreement. Toward that end, both expressly reaffirm their right and obligation to arbitrate in accordance Paragraph 44 of their original contract. Moreover, in order to avoid any potential preclusive effects of the entire controversy doctrine, the pending lawsuit in the Chancery Division will be immediately dismissed without prejudice. However, it is expressly understood that matters specifically covered by this letter agreement are to be considered concluded in a definitive way, and, but for a breach of this letter agreement by either party, such matters will not be the subject of future litigation, arbitration or other dispute by the parties. In addition, to the extent matters specifically addressed by this agreement were the subject of previous punchlists and the like, this agreement supersedes them and controls.

05/07/02 15:10

01/26/2001 09:37 9084704142
01/26/01 09:32

9084704142

ROX CONSTRUCTION

NO. 238 P006/006

PAGE 05

NO. 423 P005/005

Edward A. Berman, Esq.
January 19, 2001
Page 5

Very truly yours,

LINDABURY, MCCORMICK & ESTABROOK

Bruce P. Ogden

BPO:cm

AGREED IN FULL:

Kathleen Reynolds

Dated:

Roxitica Ridge, LLC

Dated:

1/26/01

Edward A. Berman, Esq.
January 19, 2001
Page 5

Very truly yours,

LINDABURY, McCORMICK & ESTABROOK

BPO:cm

Bruce P. Ogden

AGREED IN FULL:

Kathleen Reynolds
Kathleen Reynolds

Dated: Jan. 22, '01

Roxiticus Ridge, LLC

Dated:

Stephen & Kathryn Hinton
2 Park Ridge Court
Chester, New Jersey 07930

May 1, 2002

RE: Code Violations in Roxiticus Ridge Estates

Mr. Frank Panek
Construction Official
Chester Township
1 Parker Road
Chester, New Jersey 07930

Dear Mr. Panek,

I want to thank you for taking time out of your busy day to deliver the report from the Department of Regulatory Affairs, and the Notice of Violation and Order to Termination. Your explanation of the next steps in the process and timeline was very helpful. I want to emphasize we have been living with these "errors" and the accompanying torment for two years; my wife and I want to make our home whole as soon as possible so we can "move on". It has been a very unpleasant and stressful experience. I fear that Mr. Marinaro will drag this process out as he has done in the past with other issues.

Please let me know when you would like to inspect our home, and I have been asked by Mrs. Reynolds to accompany you during inspection of her home. Would it be possible to do both inspections on the same day?

I am very agitated that your contact to the Mayoral Council, Len Taylor does not appreciate the workload you have and provide you with additional help. Mr. Taylor is ignoring the responsibility the Township has to ensure sound construction and with that property values. The amount of effort, expense, stress, and devaluation of our property; this has harmed my family and the root of this nightmare appears to be the lack of stewardship by the Mayoral Council, all I can say they are consistent.

A couple of things that we discussed I would like to review. One, the common construction defects we have needs to be investigated in the other homes in Roxiticus Ridge Estates. Let me reemphasize the property value of each home in our development supports the value of our home and our neighbors. Mr. Brodeur informed me that these construction defects would be investigated in the other homes and a letter of certifying compliance would be sent to his office? If my memory serves me right, I would like to have a copy of such a letter.

Let me ask another question, assuming you find the same or similar violations in homes currently under construction (7.08,7.16,7.17,7.25), I assume you will strongly consider issuing a stop construction order under NJAC 5:23-2.31(d) to avoid having to correct a deficiency some time in the future that could have been halted in the making? As an example, the home being built on Lot 7.08 has the same subcontractor installing the Senergy synthetic stucco system, we have observed the installation and like our problem no flashing/weep system was installed over flat doors or windows as required by the manufacturer.

Looking forward to correcting these construction errors in an orderly and timely fashion.

Sincerely,



Stephen M. Hinton

C: R. Brodeur
R. Sauer, Esq.



VJM architecture

Vincent (Jim) Matarazzo, Jr., A.I.A.

Phone 908-781-1676 Fax 908-781-1673

P.O. Box 926, 24 Peapack Road • Fair Hills, NJ 07931

Lot 7.14
11/10/99

memo



To Do



To File

TO: George/Rox Const. From: Jim
DATE: 11/9/99 JOB NO: _____
PROJECT: Reynolds CC: _____
RE: Phone conv. 11/5/99

File
Block
Lot
7.01
7.14

- 1) The billiard room floor is structured sufficiently to accept a billiard table. If the client would like a floor with even less vibration, I would recommend an 'IBS' Floor system. This system is easily installed between the existing Joists and is available at Somerville Lumber.
- 2) The stone stairs are supported adequately by the first floor framing as specified

Thank You,

cc K. Reynolds.Jim Matarazzo



State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
Office of Regulatory Affairs
P.O. Box 818
Trenton, New Jersey 08625
Phone (609)-984-7768
Fax (609)-984-7718

JAMES E. MCGREEVEY
Governor

SUSAN BASS LEVIN
Commissioner

Rec'd
5-1-02

April 23, 2002

Mr. Frank Panek
Construction Official
Chester Township
1 Parker Road
Chester Township, New Jersey 07930

RE: Sauer/Reynolds Residence
14 Ashland Terrace
Chester Township, New Jersey

Dear Mr. Panek:

In response to a complaint received at this office, I have inspected two single family dwellings at the Roxiticus Ridge Community. The inspections were to verify or refute the validity of the alleged code violations submitted to this office by the owners. The second home inspected was the Sauer/Reynolds residence, 14 Ashland Terrace, Block 7.01 Lot 7.14. I observed the following violations:

- A. Foundation walls are not reinforced as specified in approved design documents, inclusive of bearing locations.
Violation: NJAC 5:23- 2.16 (j)2., CABO 404.1.2.
CABO Table 404.1.1b.
- B. Column caps specified in approved design documents were omitted.
Violation: NJAC 5:23 – 2.16(j)2.
- C. The wood girders are shimmed with cedar shingles which are in contact with the masonry foundation. The result is that the wood girders are bearing at the masonry foundation by less than 3".
Violation: CABO 502.4
- D. PSL wood girders installed in lieu of LVL wood girders specified throughout.
Violation: NJAC 5:23 – 2.16(j)2.



- E. Roof framing does not comply with approved design documents including but not limited to the following:
- Rafters at the rear of the main attic were to bear on a flush LVL beam. 3- 2" X 4" plates were added to the top of said beam. The rafters have no plumb cut at the "bird's mouth" and no rafter ties were installed.
 - The rafters at the right side of the main attic were to bear on a 2" X 4" wall. A flush beam was added to the top of said wall without specification or detail as to connections.
 - Collar ties at the main attic are installed at 32" on center. The approved design documents specify collar ties at 16" on center.
 - Hangers installed at the rafters at the attic stair are designed for floor and/or ceiling joists, not rafters.
 - No hangers exist at the dormer and barrel vault headers.
 - Collar ties omitted at front and rear dormers.
 - Hip rafters are not cut or secured in accordance with industry standards and practice. No connection specification exists for the connection between the ridge board and hip rafters.
Violations: NJAC 5:23 – 2.16(j)2., and NJAC 5:23 – 2.14 (e) 1.ii.
- F. The EIFS stucco system is not installed in accordance with Manufacturer's specifications.
Violation: NJAC 5:23 – 3.6 (b)
- G. Flashings at wall/roof intersections are a combination of aluminum and copper. The use of these dissimilar metals will promote corrosion instead of resisting corrosion.
Violation: CABO 703.8
- H. Water conditioner discharges to waste pipe.
Violation: NSPC 9.1.8
- I. The shower floors in the bathrooms at the master bedroom and finished basement bedroom are not properly pitched to the floor drains.
Violation: NSPC 7.16.6
- J. Access for the pump at the whirlpool tub at the master bath is not at the pump location.
Violation: NSPC 7.9.4

- K. Basement entry at rear is 9 ½" + above grade.
Violation: NJAC 5:23- 3.21 (c)3.ix.
- L. Grading incomplete and finished grade is not 6" below wood frame and wood sheathing at various areas. Grade is not pitched away from foundation at various areas.
Violations: CABO 404.1.3 and CABO 406.3.5

It is appropriate that you issue a Notice of Violation and Order to Terminate to address the above noted violations. Please copy this office with said notices and any other correspondence regarding abatement of the violations.

You can reach me directly at (609)-984-7768 with any questions or concerns you may have.

Sincerely,

Rick Brodeur
Construction Official
Office of Regulatory Affairs

cc: Ms. Sauer/Mr. Reynolds

RB/ds



Permit 01-19

27 Ironia Road, Unit 2
Flanders, New Jersey 07836
973-927-7303
973-927-4980 Fax

Radon Reduction Proposal

ROX Construction Inc.
PO BOX 708
Chester, NJ 07930

George Wustefield
973-670-0904

12/20/2000
No: 14226

Job Location: Roxciticus Ridge
14 Ashland Terrace
Chester, NJ 07930
n/a

Municipality: Chester Twp
County: Morris

Job Description

- Tie into existing builder installed sub slab vent system with one Dynavac XP261 fan. Mount fan in attic, use existing electric.
- Install one flow meter to monitor system operation.
- One full service radon retest. Type: CRM

COPY

Notes:

- 1) All work areas must be made accessible for service crew prior to installation or there will be an additional charge of \$65.00 per hour (two men) added for the time it takes our staff to access work area properly.
- 2) Homeowner is responsible for scheduling appointments and meeting municipal inspectors for final building inspections (you will be notified by our office with permit information).
- 3) Prices subject to change after 60 days.

Subtotal: \$400.00
Permit Fees: \$38.00

TOTAL JOB COST: \$438.00

GUARANTEE: Radon will be reduced to below 4.0 pCi/L and will remain there for a minimum period of one year(see warranty).

WARRANTY RESTRICTIONS: Radon reduction contingent upon proper installation of builder system. Any additional work necessary will be at an additional cost.

All material is guaranteed to be as specified. All work will be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Payment Terms: Net 30 days

System Proposed/Designed by:

David Grammer, Mitigation Specialist
NJ DEP#MIS10027/US EPA#10118/PA DER#1521

"This notice is provided to you by an organization or individual certified by the New Jersey Department of Environmental Protection to perform radon mitigation or safeguarding services. At some time in the near future, a representative of the Department of Environmental Protection may contact you to ask your permission to visit your building. The purpose of this visit would be to inspect the recently installed mitigation system. Any questions, comments or complaints regarding the persons performing these mitigation or safeguarding services should be directed to the New Jersey Department of Environmental Protection, Attention: Radon Certification Section, Bureau of Environmental Radiation, CN415, Trenton, New Jersey 08625 (1-800-648-0394)."

Acceptance of Proposal:

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

Customer Signature

Date

LINDABURY, McCORMICK & ESTABROOK

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

RICHARD R. WIDTH
ANTHONY J. LaRUSSO
PETER A. SOMERS
WILLIAM R. WATKINS
EDWARD J. FRISCH
JOHN R. BLASI
JOHN H. SCHMIDT, JR.
DONALD F. NICOLAI
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JAMES D. DeROSE
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ISABEL MACHADO¹
ANNE B. GASIOR¹

JAMES McGLEW II
COUNSEL

KENNETH L. ESTABROOK¹
FRANCIS X. McCORMICK
KELLY A. BRIGANTI¹
OF COUNSEL

JOSEPH S. LINDABURY
(1898-1984)

53 CARDINAL DRIVE
P.O. BOX 2369
WESTFIELD, NJ 07091-2369
(908) 233-6800
FAX (908) 233-5078

26 BROADWAY
SUITE 2300
NEW YORK, NY 10004
(212) 742-3390
FAX (212) 269-5016

¹CERTIFIED BY THE SUPREME COURT
OF NEW JERSEY AS A CIVIL TRIAL
ATTORNEY
1. NJ & NY Bars 2. NJ & PA Bars
3. NJ, NY, PA & FLA Bars

Please Reply to Westfield

writer's direct dial: 908-301-5639
email: rsauer@lindabury.com

January 15, 2001

Hon. Jane M. Kenny, Commissioner
Department of Community Affairs
101 S. Broad Street
P. O. Box 800
Trenton, NJ 08625-0800

GERALD GRAYCE
609-984-7672

Re: Uniform Construction Code, N.J.A.C. 5:23-1.1 et seq.

Dear Commissioner Kenny:

My wife and I are building a home in Chester Township, which is hopefully nearing completion.

On or about December 21, 2000, the Construction Office of the municipality issued Certificate of Occupancy #326-99. As we understand the Uniform Construction Code, particularly relevant portions of N.J.A.C. 5:23-2.23 and 2.24, a distinction is made between a temporary Certificate of Occupancy and a full Certificate, the former requiring only that the building be safe for habitation, the latter requiring the completion of "all work". This would seem to be a fairly straightforward distinction.

Per
Approval
Bonds

On the other hand, the interpretation apparently given by the Chester Construction Office would seem to blur these terms. In any event, it is clear that on the date of the issuance of the Certificate, in fact even now, all the work on our new home was not finished, and the Certificate issued anyway. Is this proper? An equally important issue is enforcement of the Radon Hazard Subcode, N.J.A.C. 5:23-10.1 et seq. As far as we can tell, the Chester Township Construction Office does not concern itself with whether or not

what
work

?

Pre Slab (Basmt)
Inspection

Hon. Jane M. Kenny, Commissioner
January 15, 2001
Page 2

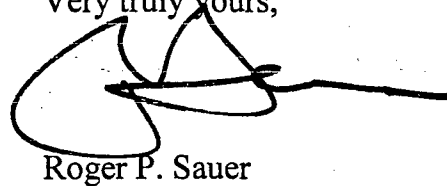
PASSED Pre Slab Inspection

this subcode has been met. In view of N.J.A.C. 5:23.10.3(b)(1)(i), we don't understand this either, as this section of the Administrative Code places the duty of "plan review and inspection" on the building subcode official. In any event, if things do not work in practice as stated, then whom do we look to for enforcement of the Radon Hazard Subcode? *MITIGATION SPECIALIST*

We would appreciate your passing these inquiries along to the appropriate staff member for response.

Thank you.

Very truly yours,



Roger P. Sauer

RPS:cm

cc: The Honorable Benjamin L. Spinelli, Mayor of Chester Township
Mr. Frank Panek, Construction Official, Chester Township

INSTRUCTIONS

A. If a document is no longer in the possession of or subject to your control, state when such document was most recently in your possession or subject to your control and what disposition was made of it. In addition, specify who possesses or controls each document requested. If documents have been destroyed, please identify when they were destroyed; the person(s) who destroyed them; the person(s) who directed that they be destroyed; the reason(s) for such action and any communications or documents which relate to or refer to the destruction of the documents.

B. If a document is not produced because of a claim of privilege, then identify: the subject matter of this document; the form in which the document exists; the date of the document; the sender; the addressee; the signatory; and the nature and source of the privilege claimed.

C. This request is continuing in character and required you to provide any supplemental documents if, prior to trial, you should obtain any additional or supplemental documents which are responsive to this request.

DEFINITIONS

A. "DOCUMENT" means all documents as defined in rule 4:18-1 of the New Jersey Rules Governing Civil Practice, all writings of any nature whatsoever and all non-identical copies of different versions of the same document (e.g., copies of a printed document with different handwritten notations), in your possession, custody, or control or to which you have or have had access, regardless of location, and includes but is not limited to, agenda, agreements, analyses, announcements, articles, assignments, bills, books, books of account, brochures, bulletins, calendar and diary entries, charts, checks, communications, computer output or input, contracts, correspondence, data sheets, drawings, handwritten notes, inserts, instructions, invoices, indexes, labels, magazines, magnetic tapes, manuals, maps, memoranda of agreements, mechanical reproductions, memoranda, minutes, motion picture film, notebooks, notes, notices, orders, packages, pamphlets, papers, periodicals, pictures, price lists, receipts, tape or other recordings, records, reports, samples, schedules, statements, statistical or informational accumulations, studies, summaries, tabulations, tape recordings, telegrams, telephone messages, teletypes, video tapes, vouchers, working papers or any other written, recorded, transcribed, taped, or photographic matter, however produced or reproduced.

B. "AND" and "OR" as used herein are to be used both conjunctively and disjunctively to make each response inclusive rather than exclusive.

C. "RELATING TO" means referring to, concerning, discussing, mentioning, comprising, consisting of, evaluation, or analyzing, in whole or in part, directly, or indirectly.

PROOF OF SERVICE

On Jan. 10, 2001, I, the undersigned, being over the age of 18, served the within Subpoena by delivering a copy thereof to the person named therein, Frank Panek at 1 Parker Rd., Chester N.J 07930

and by tendering to such person the attendance fee of \$5.00 as allowed by law.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are wilfully false, I am subject to punishment.

Dated: Jan. 10, 2001

Kathleen Reynolds

Address for Service:

Mr. Frank Panek, Construction Official
Chester Township Municipal Building
1 Parker Road
Chester Township, New Jersey 07930

LINDABURY, McCORMICK & ESTABROOK

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Please Reply to Westfield

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ATTORNEY

1. NJ & NY Bars 2. NJ, NY, PA & FL Bars 3.
NJ, FL & VA Bars 4. NJ & DC Bars

writer's direct dial: 908-301-5639

email: rsauer@lindabury.com

June 4, 2003

Mr. James Fania, Construction Official
Chester Township Municipal Building
1 Parker Road
Chester, NJ 07930

Re: Roxiticus Ridge Development

Dear Jim:

I realize what a pain in the neck this is. However, just reflect for a moment on how all the homeowners feel. This is hardly something that is just going to go away without some drastic action being taken.

Anyhow, here's my checklist:

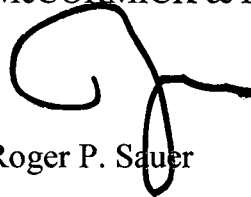
- Copies of letters to all homeowners (or the builder himself) making the offer of a reinspection.
- Copies of all responses to these letters.
- All reports that have issued in connection with the reinspections.
- Notices of violations that have issued as a result of the reinspections.
- Any appeals that have been taken to the Morris County Construction Board of Appeals.

Mr. James Fania
June 4, 2003
Page 2

I appreciate, Jim, that all of the above requested materials may not even yet be in existence for all properties, but would appreciate receiving such materials as do exist when they are ready. I have enclosed a series of return envelopes to facilitate this. If Donna can call me with regard to duplication charges, I will put a check in the mail.

Very truly yours,

LINDABURY, McCORMICK & ESTABROOK

A handwritten signature in black ink, appearing to be 'R. P. Sauer', with a large, stylized loop at the beginning and a horizontal stroke extending to the right.

Roger P. Sauer

RPS:cm
Enclosure

House?



RECEIVED

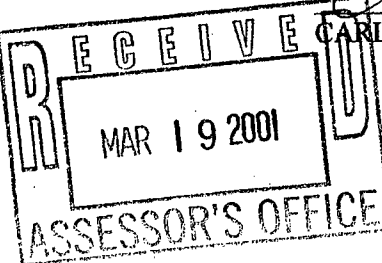
2001 FEB -8 A 11: 18

JOAN BRAMHALL
MORRIS CO. CLERK

Field Book	✓
Mod IV	✓
PRC	✓
SR1A	✓
Engineer	
Other	✓

Prepared by:

[Signature]
CARL F. WRONKO, ESQ.



DEED

This Deed is made on JAN. 29th, 2001

BETWEEN: ROXITICUS RIDGE, L.L.C., a New Jersey Limited Liability Corporation,
having offices at PO Box 708, Chester, New Jersey 07930,

referred to as the Grantor;

110 #7

AND: KATHLEEN REYNOLDS, married,

whose address is about to be 14 Ashland Terrace, Chester, New Jersey 07930, New Jersey,

referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property below to the Grantee. This transfer is made for the sum of **ONE MILLION SIXTY TWO THOUSAND FIVE HUNDRED (\$1,062,500.00) DOLLARS.** The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A.46:15-1.1) Municipality of Township of Chester
Block No. 7.01 Lot 7.14

Property. The property consists of the land and all the buildings and structures on the land in the Township of Chester, County of Morris and State of New Jersey. The legal description is:

SEE ATTACHED SCHEDULE A - "DESCRIPTION".

SUBJECT to current real estate taxes, easements, covenants, restrictions, encroachments, if any, zoning and building laws and all other matters of record, if any, and such further facts as may be disclosed by an accurate survey.

BEING part of the same lands and premises conveyed to the Grantor herein by Deed from Estate of Elizabeth Drysdale; Andrew M. Drysdale, Jr. and Lois M. Drysdale, his wife; Robert N. Drysdale and Sandra Drysdale, his wife; Elizabeth Riordan and James R. Riordan, her husband; Carol Misdorn, formerly known as Carol Hoedemaker, and Clinton Misdorn, her husband, dated June 4, 1998 and recorded June 5, 1998 in the Morris County Clerk's Office in Deed Book 4777, page 111.

BEING lot 7.14 in Block 7.01 on a map entitled "Final Plat, Roxiticus Ridge Estates, Lot 7.07 Block 7.01, Chester Township, Morris County, New Jersey", dated October 21, 1998 and filed in the Morris County Clerk's Office November 4, 1998 as Map No. 5425.

Robert Misdorn

p22 L14

BB5325 P042

COUNTY OF MORRIS	
Consideration	<u>1,062,500.00</u>
Base Tax	<u>235.00</u>
Additional Tax	<u>4562.50</u>
REALTY TRANSFER FEE	<u>4787.50</u>
Date	<u>2.8.01</u>
By	<u>[Signature]</u>
RECORDING FEE	<u>24.00</u>

Chester Township



**FIRE
SUBCODE
TECHNICAL SECTION**

A. IDENTIFICATION—APPLICANT: COMPLETE ALL APPLICABLE INFORMATION. WHEN CHANGING CONTRACTORS, NOTIFY THIS OFFICE. CALL UTILITY DIG NO: 1-800-272-1000.

Block 7.01 Lot 7.14
Work Site Location 13 Ashland Terrace
Owner in Fee Roxious Ridge
Address 13 Ashland Terrace
Tele. (973) 633-0203
Contractor S
Address 13 Ashland Terrace
Tele. (973) 325-7153
Lic. No. 22-3583566
Federal Emp. No. 22-3583566

B. FIRE PROTECTION CHARACTERISTICS

Use Group Present SA Proposed _____
Constr. Class Present _____ Proposed _____
Heating Systems ☐ New ☐ Existing ☐ HVAC
Type: ☐ Gas ☐ Oil ☐ Electric ☐ Solar
☐ Other _____
Location: _____
Total Cost of Fire Protection Work \$ 2000

Fire Alarm System
New ☐ Existing ☐
Location of Panel: _____
Fire Suppression/Standpipe System
New ☐ Existing ☐
Location of Main Control Valve: _____

JOB SUMMARY (Office Use Only)

PLAN REVIEW

☐ No Plans Required
Joint Plan Review Required:
☐ Building ☐ Plumbing
☐ Electric ☐ Elevator
☒ Fire Plans Approved

Date: 9/18/99
Approved by: [Signature]

SUBCODE APPROVAL

☒ CO ☐ CCO ☐ OA
Date: 11-21-99
Approved by: [Signature]

INSPECTIONS

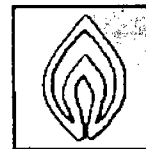
Type:	Failure	Failure	Approval	Initial
Alarm System	_____	_____	_____	_____
Suppression Sys.	_____	_____	_____	_____
Standpipe	_____	_____	_____	_____
Fire Pump	_____	_____	_____	_____
Pre-Eng. System	_____	_____	_____	_____
Mechanical	_____	_____	_____	_____
Smoke Control	_____	_____	_____	_____
TCO	_____	_____	_____	_____
Final	_____	_____	_____	_____
Other	_____	_____	_____	_____

C. CERTIFICATION IN LIEU OF OATH

I hereby certify that I am the (agent of) owner of record and am authorized to make this application.

Signature [Signature]

UCC/PRO F-140 (REV3/96)
Professional Printing
(609) 468-7933



Date Received 9-23-99
Date Issued _____
Control # _____
Permit # 326-99

D. TECHNICAL SITE DATA

DESCRIPTION OF WORK:

Water Supply Source _____
Method of Alarm/Suppression System Supervision _____

Storage Tanks

Type: ☐ Flammable Liquid ☐ Combustible Liquid
☐ LPG ☐ LNG Capacity _____ Fuel _____

Alarm Systems ☐ 110v Interconnected **NUMBER**
☐ System

Alarm Devices (i.e., smoke, heat, pulls, water/flow) 11

Supervisory Devices (i.e., tampers, low/high air) _____

Signaling Devices (i.e., horn/strobes, bells) _____

Other Devices _____

TOTAL 11

Suppression Systems

Fire Pump _____ GPM Type _____

Dry Pipe/Alarm Valves _____

Pre-action Valves _____

Sprinkler Heads (Dry and Wet) _____

Standpipes _____

Pre-engineered Systems

Wet Chemical _____

Dry Chemical _____

CO₂ Suppression _____

Foam Suppression _____

Halon Suppression _____

Other _____

Kitchen Hood Exhaust System _____

Smoke Control System 3

Gas ☒ or Oil ☐ Fired Appliances _____

Other _____

FEE (Office Use Only)

Administrative Surcharge \$ 13-
Minimum Fee \$ 87-
DCA Training Fee \$ _____
TOTAL FEE \$ 100-

DATE**JOB CONDITION / COMMENTS**

Township of Chester Code Enforcement

Request: Fire Inspection

Date _____

Name <i>Roy Construction</i>	Bldg. Permit <i>326 99</i>
Location <i>13 Ashland Lane</i>	Bl. <i>7.01</i>
Contractor	Lot <i>7.14</i>

Framing *Rough*
 Site
 Mechanical Equip.
 Sprinkler System
 Smoke Detection
 Hood System
 Other Fire Protection
 Final

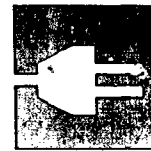
Failed Date	Approved Date
<i>Rough</i>	<i>→ 4/18/00</i>

Date Needed *4-18-00*
 Comments

Fire Inspector *[Signature]*



**ELECTRICAL
SUBCODE
TECHNICAL SECTION**



Date Received
Date Issued 9-23-99
Control #
Permit # 326-99

A. IDENTIFICATION—APPLICANT: COMPLETE ALL APPLICABLE INFORMATION. WHEN CHANGING CONTRACTORS, NOTIFY THIS OFFICE. CALL UTILITY DIG NO: 1-800-272-1000.

Block 7.01 Lot 7.14

Work Site Location 13 Ashland Terrace

Owner in Fee/Occupant

Address

Tele. ()

Contractor

Address

Tele. (973) 227-3233 Fax (973) 229-2766

Lic. No. 10012A

Federal Emp. No. 28-3161998

B. ELECTRICAL CHARACTERISTICS

Use Group Present Proposed

[] Pole/Pad # [] Temporary [] Other

Building Occupied as Utility Co.

Est. Cost of Elec. Work \$ 10,000

D. TECHNICAL SITE DATA

QTY.	SIZE	ITEMS
70		Lighting Fixtures
180		Receptacles
50		Switches
		Detectors
		Light Poles
		Motors—Fract. HP
		Emergency & Exit Lights
		Communications Points
		Alarm Devices/F.A.C. Panel

TOTAL NUMBERS

307		Pool Permit/with UW Lights
1		Storable Pool/Spa/Hot Tub
		KW Elec. Range/Receptacle
		KW Oven/Surface Unit
		KW Elec. Water Heater
1	40A	KW Elec. Dryer/Receptacle
1	20A	KW Dishwasher
		HP Garbage Disposal
4	40A	KW Central A/C Unit
		HP/KW Space Heater/Air Handler
		KW Baseboard Heat
		HP Motors 1/+ HP
		KW Transformer/Generator
1	200	AMP Service
1	100	AMP Subpanels
		AMP Motor Control Center
		KW Elec. Sign/Outline Light

FEE (Office Use Only)

\$ 51

JOB SUMMARY (Office Use Only)

PLAN REVIEW	Date	Initial	INSPECTIONS	Dates (Month/Day)
[] No Plans Required			Type:	
Joint Plan Review Required:			Rough	3/9/00 AX
[] Building [] Plumbing			Temp. Serv.	4/12/00 AX
[] Fire [] Elevator			Constr. Serv.	
[x] Elec. Plans Approved			TCO	
Date: 9-7-99			Other	
Approved by: AX			Service	5/11/00 AX
			Final	11/14/00 AX

SUBCODE APPROVAL

[x] CO [] CCO [] CA

Date: 11/4/01

Approved by: AX

Temp. Cut-in-Card Date Issued

Final Cut-in-Card Date Issued 5/12/00

C. CERTIFICATION IN LIEU OF OATH

I hereby certify that I am the (agent of) owner of record and am authorized to make this application and perform the work listed on this application.

Applicant's Signature/Contractor's Seal and Signature

[x] Licensed Electrical Contractor [] Exempt Applicant

UCC/PRO F-120 (REV3/96)
Professional Printing
(609) 468-7933

Administrative Surcharge	\$ 24
Minimum Fee	\$ 163
DCA Training Fee	\$
TOTAL FEE	\$ 187

DATE

JOB CONDITION / COMMENTS

3/9/00 1) MFL + UL' REQUIREMENTS

at GARAGE CONCRETE BOXES

(SOPRANO 4.5 FT at APPROXIMATE CONCRETE)

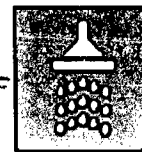
2) CALLED GLOE CTR LEFT MESSAGE

also MET PROJ MGR at STAVUT

3/14/00 SAME



**PLUMBING
SUBCODE
TECHNICAL SECTION**



Date Received
Date Issued 9-23-99
Control #
Permit # 326-99

A. IDENTIFICATION—APPLICANT: COMPLETE ALL APPLICABLE INFORMATION. WHEN CHANGING CONTRACTORS, NOTIFY THIS OFFICE. CALL UTILITY DIG NO: 1-800-272-1000.

Block 1.01 Lot 7.14
Work Site Location 15 Ardmore Terrace
Owner in Fee Providence Ridge
Address 15 Ardmore Terrace
Tele. (908) 735-0200
Contractor Barry Van Doren
Address 30 Perryville Rd. Hightstown N.J. 08567
Tele. (908) 735-2974 Fax (908) 735-0044
Lic. No. 7516
Federal Emp. No. _____

B. PLUMBING CHARACTERISTICS

Use Group Present _____ Proposed _____
Building Sewer Size _____ Public Sewer _____ Private Septic _____
Water Service Size _____ Public Water _____ Private Well _____
Est. Cost of Plumbing Work \$ _____

D. TECHNICAL SITE DATA (List of all fixtures.)

NO	FIXTURE/EQUIPMENT
7	Water Closet
1	Urinal/Bidet
3	Bath Tub
9	Lavatory
3	Shower
4	Floor Drain
1	Sink
1	Dishwasher
1	Drinking Fountain
3	Washing Machine
1	Hose Bibb
1	Water Heater
4	Fuel Oil Piping
	Gas Piping
	Steam Boiler
	Hot Water Boiler
	Sewer Pump
	Interceptor/Separator
	Backflow Preventer
	Greasetrap
1	Sewer Connection
1	Water Service Connection
	Stacks
	Other _____
	Other _____
	Other _____

FEE (Office Use Only)

\$	<u>35.00</u>
	<u>3.00</u>
	<u>15.00</u>
	<u>45.00</u>
	<u>15.00</u>
	<u>20.00</u>
	<u>5.00</u>
	<u>15.00</u>
	<u>5.00</u>
	<u>20.00</u>
	<u>35.00</u>
	<u>35.00</u>
	<u>10.00</u>

JOB SUMMARY (Office Use Only)

PLAN REVIEW

☐ No Plans Required
Joint Plan Review Required:
☐ Building ☐ Electric
☐ Fire ☐ Elevator
☒ Plumbing Plans Approved
Date 9-23-99

Approved by: _____

SUBCODE APPROVAL

☒ CO ☐ CCO ☐ CA
Date 11-16-00
Approved by: _____

INSPECTIONS

Type:	Dates (Month/Day)	Failure	Approval	Initial
Slab	<u>12/17</u>	<u>OK</u>	<u>12/14/00</u>	<u>AK</u>
Rough			<u>4/13</u>	<u>AK</u>
Water				
Sewer				
Fixtures				
Gas Equipment				
Gas Piping				
Solar				
TCO				

FINAL

C. CERTIFICATION IN LIEU OF OATH

I hereby certify that I am the (agent of) owner of record and am authorized to make this application and perform the work listed on this application.

Signature _____ Contractor's Seal _____

☐ Licensed Plumbing Contractor ☐ Exempt Applicant

UCC/PRO F-130 (REV3/96)
Professional Printing
(609) 468-7933

Administrative Surcharge	\$ <u>39</u>
Minimum Fee	\$ <u>261</u>
DCA Training Fee	\$ _____
TOTAL FEE	\$ <u>300</u>

1 White = Inspector Copy
3 Pink = Office Copy

2 Canary = Office Copy
4 Gold = Applicant Copy

DATE

JOB CONDITION / COMMENTS

12/7/99 ① TEST ② SLOTTED

NO RANDOM OUTCROP AT RW.



BUILDING SUBCODE TECHNICAL SECTION



Date Received
Date Issued 9-23-99
Control #
Permit # 326-99

A. IDENTIFICATION—APPLICANT: COMPLETE ALL APPLICABLE INFORMATION. WHEN CHANGING CONTRACTORS, NOTIFY THIS OFFICE. CALL UTILITY DIG NO: 1-800-272-1000.

Block 7.01 Lot 7.14
Work Site Location 13 Ashland Dr.
Owner in Fee Barton Ridge
Address Christ-
Tele. (413) 632-0201
Contractor S
Address A
Tele. () E Fax (973) 328-7153
Lic. No. or Bldrs. Reg. No. 140924 A
Federal Emp. No. 00-3383866

C. CERTIFICATION IN LIEU OF OATH

I hereby certify that I am the (agent of) owner of record and am authorized to make this application.

Signature [Signature]

D. TECHNICAL SITE DATA

DESCRIPTION OF WORK

New Home
Single Family

JOB SUMMARY (Office Use Only)

PLAN REVIEW Date Initial INSPECTIONS Dates (Month/Day)
[] No Plans Required 9/2/99 [Signature] Type: Failure Failure Approval Initial
[x] All 9/2/99 [Signature] Footing 9-24-99 [Signature]
[] Footing Foundation 10-6-99 [Signature]
[] Foundation Slab B+GAR. 12-8-99 [Signature]
[] Frame Frame 4-14 F.S. 4-28-00 [Signature]
[] Other Barrier-Free 4/28/00 [Signature]
Joint Plan Review Required: Insulation 4/28/00 [Signature]
[] Elec. [] Plumb. [] Fire [] Elevator Finishes
SUBCODE APPROVAL Energy
[x] CO [] CCO [] CA Mechanical
Date: 12-20-00 TCO
Approved by: [Signature] Other
Final 12-11-00 12-20-00 [Signature]
Barrier-Free

TYPE OF WORK:

- [x] New Building
[] Addition
[] Alteration
[] Roofing
[] Siding
[] Fence _____ Height (exceeds 6')
[] Sign _____ Sq. Ft.
[] Pool
[] Asbestos Abatement Subchapter 8
[] Lead Haz. Abatement NJAC 5:17
[] Other _____
[] Demolition

FEE (Office Use Only)

\$ 1103
1611

B. BUILDING CHARACTERISTICS

Use Group Present [X] Proposed R4 Est. Cost of Bldg. Work:
Constr. Class Present [X] Proposed 5B 1. New Bldg. \$ 500,000
No. of Stories 1 2. Alteration \$ 500,000
Height of Structure 35'- Ft. 3. Total (1+2) \$ 500,000
Area — Largest Floor 2453 Sq. Ft. 115,074 Cu ft-
New Bldg. Area/All Floors 1942 Sq. Ft.
Volume of New Structure 18,763 Cu. Ft.
Total Land Area Disturbed 10,000 +/- Sq. Ft.

UCC/PRO F-110 (REV 3/96)
Professional Printing
(609) 468-7933

Administrative Surcharge \$
Minimum Fee \$ 1611
DCA Training Fee \$ 1103
TOTAL FEE \$ 1103

1 White = Inspector Copy
3 Pink = Office Copy

2 Canary = Office Copy
4 Gold = Applicant Copy

DATE

JOB CONDITION / COMMENTS

12-8-99 Bsmf Slab - Perimeter - P.I.E For
Trow

12-11-00 F.P. Hearth - Temp Glass Retn 1st Floor,
2nd FL BAW. Guard Rail



BUILDING SUBCODE TECHNICAL SECTION

A. IDENTIFICATION—APPLICANT: COMPLETE ALL APPLICABLE INFORMATION. WHEN CHANGING CONTRACTORS, NOTIFY THIS OFFICE. CALL UTILITY DIG NO: 1-800-272-1000.

Block 7.01 Lot 7.14
Work Site Location 13 Ashland Dr.
Owner in Fee Penitentiary Ridge
Address Cheshire
Tele. (973) 632-0203
Contractor S
Address A
Tele. () Fax (973) 328-7153
Lic. No. or Bldrs. Reg. No. 140624 A
Federal Emp. No. 22-3583866



Date Received
Date Issued 9-23-99
Control #
Permit # 326-99

C. CERTIFICATION IN LIEU OF OATH

I hereby certify that I am the (agent of) owner of record and am authorized to make this application.

Signature [Signature]

D. TECHNICAL SITE DATA

DESCRIPTION OF WORK

New Home
Single Family

JOB SUMMARY (Office Use Only)

PLAN REVIEW	Date	Initial	INSPECTIONS	Dates (Month/Day)
☐ No Plans Required			Type:	Failure Failure Approval Initial
☒ All	<u>9/2/99</u>	<u>[Signature]</u>	Footing	
☐ Footing			Foundation	
☐ Foundation			Slab	
☐ Frame			Frame	
☐ Other			Barrier-Free	
Joint Plan Review Required:			Insulation	
☐ Elec. ☐ Plumb. ☐ Fire ☐ Elevator			Finishes	
SUBCODE APPROVAL			Energy	
☐ CO ☐ CCO ☐ CA			Mechanical	
Date:			TCO	
Approved by:			Other	
			Final	
			Barrier-Free	

B. BUILDING CHARACTERISTICS

Use Group Present R3 Proposed R3
Constr. Class Present 5A Proposed 5A
No. of Stories 2
Height of Structure 35' 1/2" Ft.
Area — Largest Floor 2453 Sq. Ft.
New Bldg. Area/All Floors 2492 Sq. Ft.
Volume of New Structure 78,763 Cu. Ft.
Total Land Area Disturbed 10,060 Sq. Ft.

Est. Cost of Bldg. Work:

1. New Bldg. \$ 500,000
2. Alteration \$ 500,000
3. Total (1+ 2) \$ 1,000,000

115,074 Cu ft

TYPE OF WORK:

- ☒ New Building
☐ Addition
☐ Alteration
☐ Roofing
☐ Siding
☐ Fence _____ Height (exceeds 6')
☐ Sign _____ Sq. Ft.
☐ Pool
☐ Asbestos Abatement Subchapter 8
☐ Lead Haz. Abatement NJAC 5:17
☐ Other _____
☐ Demolition

FEE (Office Use Only)

\$ 1103
1611

Administrative Surcharge \$ _____
Minimum Fee \$ 1611
DCA Training Fee \$ 1103
TOTAL FEE \$ 1103

UCC/PRO F-110 (REV 3/96)
Professional Printing
(609) 468-7933

1 White = Inspector Copy
3 Pink = Office Copy

2 Canary = Office Copy
4 Gold = Applicant Copy

CHESTER TOWNSHIP
908-879-5100, XT 821



FIRE
SUBCODE
TECHNICAL SECTION

A. IDENTIFICATION—APPLICANT: COMPLETE ALL APPLICABLE INFORMATION. WHEN CHANGING CONTRACTORS, NOTIFY THIS OFFICE. CALL UTILITY DIG NO: 1-800-272-1000.

Block 7.01 Lot 7.14
Work Site Location 13 Ashland

Owner in Fee Rox Construction
Address P.O. Box 708
Chester, NJ. 07930

Tele. ()

Contractor Rox Construction

Address same

Tele. ()

Lic. No.

Federal Emp. No. 22 6883866

B. FIRE PROTECTION CHARACTERISTICS

Use Group Present _____ Proposed _____

Constr. Class Present _____ Proposed _____

Heating Systems [] New [] Existing [] HVAC

Type: [] Gas [] Oil [] Electric [] Solar

[] Other _____

Location: _____

Total Cost of Fire Protection Work \$ _____

Fire Alarm System

New [] Existing []

Location of Panel: _____

Fire Suppression/Standpipe System

New [] Existing []

Location of Main Control Valve: _____

JOB SUMMARY (Office Use Only)

PLAN REVIEW

[X] No Plans Required

Joint Plan Review Required:

[] Building [] Plumbing

[] Electric [] Elevator

[] Fire Plans Approved

Date: 11-30-00

Approved by: _____

SUBCODE APPROVAL

[X] CO [] CCO [] CA

Date: 11-30-00

Approved by: _____

INSPECTIONS

Type:

Alarm System

Suppression Sys.

Standpipe

Fire Pump

Pre-Eng. System

Mechanical

Smoke Control

TCO

Final

Other _____

Dates (Month/Day)

Failure Failure Approval Initial

C. CERTIFICATION IN LIEU OF OATH

I hereby certify that I am the (agent of) owner of record and am authorized to make this application.

Signature _____

UCC/PRO F-140 (REV3/96)
Professional Printing
(856) 468-7933

1 White = Inspector Copy

3 Pink = Office Copy

2 Canary = Office Copy

4 Gold = Applicant Copy



Date Received
Date Issued
Control #
Permit #

update 11-30-00
326-99 A

D. TECHNICAL SITE DATA

DESCRIPTION OF WORK:

Water Supply Source _____

Method of Alarm/Suppression System Supervision _____

Storage Tanks

Type: [] Flammable Liquid [] Combustible Liquid

[] LPG [] LNG Capacity _____ Fuel _____

Alarm Systems [] 110v Interconnected NUMBER

[] System

Alarm Devices (i.e., smoke, heat, pulls, water/flow) _____

Supervisory Devices (i.e., tampers, low/high air) _____

Signaling Devices (i.e., horn/strobes, bells) _____

Other Devices _____

TOTAL _____

Suppression Systems

Fire Pump _____ GPM Type _____

Dry Pipe/Alarm Valves _____

Pre-action Valves _____

Sprinkler Heads (Dry and Wet) _____

Standpipes _____

Pre-engineered Systems

Wet Chemical _____

Dry Chemical _____

CO₂ Suppression _____

Foam Suppression _____

Halon Suppression _____

Other _____

Kitchen Hood Exhaust System _____

Smoke Control System _____

Gas [X] or Oil [] Fired Appliances 7

Other _____

FEE (Office Use Only)

Administrative Surcharge \$ 41

Minimum Fee \$ _____

DCA Training Fee \$ _____

TOTAL FEE \$ 314

GS \$273.00

DATE _____

JOB CONDITION / COMMENTS

McELROY, DEUTSCH & MULVANEY, LLP
ATTORNEYS AT LAW

1300 MOUNT KEMBLE AVENUE
P.O. BOX 2075
MORRISTOWN, NEW JERSEY 07962-2075
(973) 993-8100
FACSIMILE (973) 425-0161

JOHN H. SUMINSKI
Direct dial (973) 425-8706
Jsuminski@mdmlaw.com

February 14, 2002

Roger P. Sauer, Esquire
Lindabury, McCormick & Estabrook
53 Cardinal Drive
P.O. Box 2369
Westfield, New Jersey 07091-2369

Re: Roxiticus Ridge
MDM File No. C0132-1178

Dear Mr. Sauer:

Your letter of February 5, 2002, addressed to Peter A. Turek, P.E., has been referred to me for response. In your letter you stated that with regard to your inspection of the Zoning files relative to the \$5,000.00 and \$6,500.00 deposits, that the files did not contain information as to how the sums were calculated. Your letter questioned whether the files of Mr. Turek contained the calculation information.

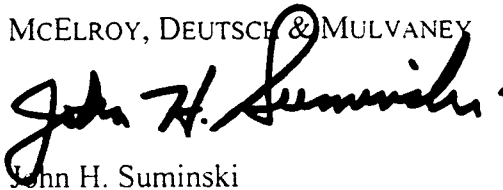
With regard to your inquiries, I am advised as follows:

- Mr. Turek's records do not contain calculations.
- The calculations are prepared by a field representative and are set forth in sign-off reports which are put in the Township's files in the Construction Office.
- The sign-off reports are in the municipal Construction Office files, not the Zoning files.

If you wish to examine the Construction Office's files, please contact the Construction Office. Thank you.

Very truly yours,

McELROY, DEUTSCH & MULVANEY


John H. Suminski

7.01/7.14
7.01/7.22
Please fax to
S. Minton
908-470-9052
2/15/02

LINDABURY, McCORMICK & ESTABROOK

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

RICHARD R. WIDTH
ANTHONY J. LARUSSO
PETER A. SOMERS
WILLIAM R. WATKINS
EDWARD J. FRUSCH
JOHN R. BLASI
JOHN H. SCHMIDT, JR.
DONALD F. NICOLAI
BRUCE P. OGDEN
JAMES K. ESTABROOK
JAMES D. DeROSE
BARRY J. DONOHUE
ROBERT S. BURNEY
DAVID R. PIERCE
JAY LAVROFF
ANTHONY P. SCIARRILLO

ROBERT W. ANDERSON
ROBERT S. SCHWARTZ
STEPHEN A. SANTOLAI
DONALD B. ROSS, JR.
STEVEN BACKFISCH
ROGER P. SAUER
JOHN F. GOEMAAT
RONALD M. HERSHKOWITZ
KEVIN J. RUSSELL
DANIEL F. CROWE
KATHLEEN M. CONNELLY
ERIC B. LEVINE
ATHINA LEKAS CORNELL
ELIZABETH ENGERT MANZO
GREG K. VITALI
JEFFREY R. MERLINO

BRUCE W. MCCOY, JR.
CHRISTINE M. MARTINEZ
ISABEL MACHADO
ANNE B. GASIOR
DENNIS McKEEVER
DAVID A. BALABAN

JAMES McGLEW II
MARK S. KUEHN
COUNSEL

KENNETH L. ESTABROOK
FRANCIS X. McCORMICK
KELLY A. BRIGANTI
OF COUNSEL

53 CARDINAL DRIVE
P.O. BOX 2369
WESTFIELD, NJ 07091-2369
(908) 233-6800
FAX (908) 233-5078

26 BROADWAY
SUITE 2300
NEW YORK, NY 10004
(212) 742-3390
FAX (212) 269-5016

*CERTIFIED BY THE SUPREME COURT OF
NEW JERSEY AS A CIVIL TRIAL ATTORNEY

1. NJ & NY Bars 2. NJ, NY, PA & FL Bars
3. NJ, FL & VA Bars 4. NY Bar only
5. NJ & DC Bars

JOSEPH S. LINDABURY
(1898-1984)

Please Reply to Westfield

writer's direct dial: 908-301-5639
email: rsauer@lindabury.com

February 5, 2002

Peter A. Turek, PE
Studer and McEldowney, P.A.
120 W. Main Street
Clinton, NJ 08809-1250

Re: Roxiticus Ridge - Block 7.01, Lots 7.14, 7.22

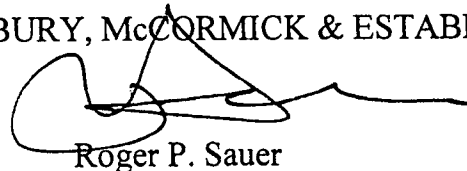
Dear Mr. Turek:

Yesterday morning, my neighbor and client, Dr. Stephen M. Hinton, and I reviewed files at the Municipal building pertaining to the escrows that were set for our respective properties. Township financial records seem to indicate that the sum of \$5,000 was deposited by the builder on January 24, 2001 for our lot (7.14) with an additional \$6,500 deposited for the Hinton property (7.22) on April 26, 2001. Unfortunately, neither file sheds any light on how these amounts were determined, and we were wondering if your records enable you to do so. Any information you could provide would be greatly appreciated.

Thank you.

Very truly yours,

LINDABURY, McCORMICK & ESTABROOK



Roger P. Sauer

RPS:cm

cc: Dr. and Mrs. Stephen M. Hinton
Kathleen Reynolds, Esq.
John H. Suminski, Esq.

McELROY, DEUTSCH & MULVANEY, LLP
ATTORNEYS AT LAW

1300 MOUNT KEMBLE AVENUE
P.O. BOX 2075
MORRISTOWN, NEW JERSEY 07962-2075
(973) 993-8100
FACSIMILE (973) 425-0161

JOHN H. SUMINSKI
Direct dial: (973) 425-8706
Jsuminski@mdmlaw.com

February 6, 2001

Roger P. Sauer, Esq.
Lindabury, McCormick & Estabrook
53 Cardinal Drive
P. O. Box 2369
Westfield, NJ 07091-2369

Re: F. Panek (~~Re~~ynolds v. Roxiticus Ridge)
MDM File No. C0132-1000

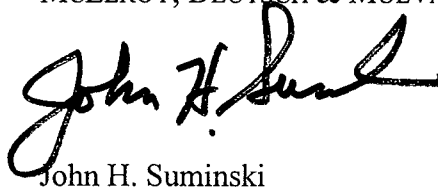
Dear Mr. Sauer:

I have heard nothing further from you with regard to the above-referenced matter and specifically with regard to the subpoena issued to Frank Panek, the Construction Official, for the Township of Chester. I assume that this matter has been resolved and that you will not be taking the deposition of Mr. Panek and the Township will not be required to produce any of the subpoenaed documents.

Accordingly, I am closing my file on this matter.

Very truly yours,

McELROY, DEUTSCH & MULVANEY



John H. Suminski

JHS:ct

cc: L. Skinner
F. Panek

LINDABURY, McCORMICK & ESTABROOK

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

RICHARD R. WIDTH
ANTHONY J. LaRUSSO^o
PETER A. SOMERS
WILLIAM R. WATKINS
EDWARD J. FRISCH
JOHN R. BLASI
JOHN H. SCHMIDT, JR.^o
DONALD F. NICOLAI
BRUCE P. OGDEN
JAMES K. ESTABROOK
JAMES D. DeROSE^o
BARRY J. DONOHUE¹
ROBERT S. BURNEY
DAVID R. PIERCE
JAY LAVROFF

ANTHONY P. SCIARRILLO
ROBERT W. ANDERSON¹
ROBERT S. SCHWARTZ²
STEPHEN A. SANTOLA¹
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ERIC B. LEVINE
ATHINA LEKAS CORNELL¹
ELIZABETH ENGERT MANZO
GREG K. VITALI
JEFFREY R. MERLINO

BRUCE W. McCOY, JR.
CHRISTINE M. MARTINEZ¹
ISABEL MACHADO¹
ANNE B. GASIOR¹

JAMES McGLEW II
COUNSEL

KENNETH L. ESTABROOK¹
FRANCIS X. McCORMICK
KELLY A. BRIGANT¹
OF COUNSEL

JOSEPH S. LINDABURY
(1898-1984)

53 CARDINAL DRIVE
P.O. BOX 2369
WESTFIELD, NJ 07091-2369
(908) 233-6800
FAX (908) 233-5078

26 BROADWAY
SUITE 2300
NEW YORK, NY 10004
(212) 742-3390
FAX (212) 269-5016

Please Reply to Westfield

^oCERTIFIED BY THE SUPREME COURT
OF NEW JERSEY AS A CIVIL TRIAL
ATTORNEY
1. NJ & NY Bars 2. NJ & PA Bars
3. NJ, NY, PA & FLA Bars

email: rsauer@lindabury.com
writer's direct dial: (908) 301-5639

December 28, 2000

Chester Township Construction Office

1 Parker Road

Chester Township, NJ 07930

Re: Permit #326-99

Gentlemen:

We have spoken on a number of occasions. I am the husband of the contract purchaser, Kathleen Reynolds, and my firm represents her in connection with her purchase of the property.

It would appear that on December 21, 2000 a Certificate of Occupancy issued. On its face, the certificate indicates that the structure "has been constructed in accordance with the New Jersey Uniform Construction Code." Pursuant to N.J.A.C. 5:23-2.23(h) the application is to contain a statement by the person in charge of the work that, to the best of his knowledge, **all the work** has been completed in accordance with the permit, **the approved plans** and the regulations. Similarly, N.J.A.C. 5:23-2.24(a) requires that the completed project be in accordance with "the approved drawings including all amendments."

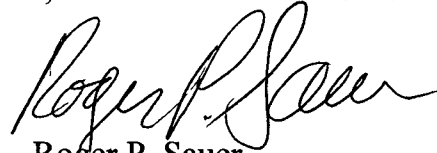
As soon to be substantial taxpayers of the Township, we would like to arrange for a brief meeting with the appropriate official so that we can comprehensively identify the approved plans and drawings in connection which "all work" has ostensibly been completed. Please telephone my office on my direct line so that we can schedule such a meeting.

Chester Township Construction Office
December 28, 2000
Page 2

Thank you.

Very truly yours,

LINDABURY, McCORMICK & ESTABROOK



Roger P. Sauer

RPS:cm

cc: Mayor Benjamin L. Spinelli

Radon - 5:23-10.4

14 Ashland



CERTIFICATE

Date Issued Dec. 21, 2000.

Control #

Permit # #04_ 326-99

IDENTIFICATION

Block 7.01 Lot 7.14
Work Site Location 14 Ashland Terrace
Chester Township, NJ.
Owner in Fee/Occupant Rox Construction
Address P.O.Box 708
Chester, NJ. 07930
Tele. ()
Contractor Rox Construction
Address P.O.Box 708
Chester, NJ. 07930
Tele. () Fax ()
Lic. No. or Bldrs. Reg. No. 140924 A
Federal Emp. No. 22 3583866

Home Warranty No. RWC 1878052
Type of Warranty Plan: [] State [X] Private
Use Group R-4
Maximum Live Load
Construction Classification 5-B
Maximum Occupancy Load
Description of Work/Use:

NEW SINGLE FAMILY DWELLING

☐ CERTIFICATE OF CLEARANCE — LEAD ABATEMENT 5:17

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

- [] Total removal of lead-based paint hazards in scope of work
[] Partial or limited time period (years); see file

☐ CERTIFICATE OF CONTINUED OCCUPANCY

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

☐ CERTIFICATE OF COMPLIANCE

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

☒ CERTIFICATE OF OCCUPANCY

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

☐ CERTIFICATE OF APPROVAL

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

☐ TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than , 19 or the owner will be subject to fine or order to vacate:

Fee \$
Paid [] Check No.
Collected by:

CONSTRUCTION OFFICIAL

LINDABURY, McCORMICK & ESTABROOK
A Professional Corporation
53 Cardinal Drive
P.O. Box 2369
Westfield, New Jersey 07091-2369
Tel. No. (908) 233-6800
Fax No. (908) 233-5078
Attorneys for: Plaintiff, Kathleen Reynolds

KATHLEEN REYNOLDS,

Plaintiff

-vs-

ROXITICUS RIDGE, LLC,
A NEW JERSEY CORPORATION,

Defendant

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION:
GENERAL EQUITY
MORRIS COUNTY

DOCKET NO.: C-257-00

CIVIL ACTION

SUBPOENA DUCES TECUM

The State of New Jersey, to: Mr. Frank Panek, Construction Official
Chester Township Municipal Building
1 Parker Road
Chester Township, New Jersey 07930

You are hereby commanded to attend and give testimony before the above named attorneys for Plaintiff, Kathleen Reynolds, at the Chester Township Municipal Building, 1 Parker Road, Chester Township, New Jersey 07930 on Friday, January 22, 2001, at 10 a.m. in the above entitled action, and that you have and bring with you and produce at the same time and place, the following:

1. All plans, blueprints and like documents in the possession of you or your office that relate to the property known as 13 Ashland Terrace, Chester Township, New Jersey, also known as Lot 7.14, Block 7.01 of the Tax Map of Chester Township, New Jersey for which permit #326-99 issued (the property).
2. All records, including notes and the like of any inspections made by you or anyone at your direction or in connection with your office with respect to the property.
3. The copy of the Uniform Construction Code and/or any other codes or authorities that you utilized in connection with any inspection of the property.
4. Any other codes used by anyone else in your office or at your direction or in connection with your office for any inspection of the property.
5. All correspondence and/or other records of communication between you and Roxiticus Ridge LLC and/or Rox Construction Inc. or Joseph Marinaro.
6. The originals of all permits and applications for permits and other like documentation in connection with the property.

The subpoenaed materials shall not be produced or released until the date specified for taking the deposition and if you are notified that a Motion to Quash has been filed, you shall not produce or release the subpoenaed evidence until ordered to do so by the Court or the release is consented to

by all parties to this action. However, if you are not notified of a Motion to Quash the Subpoena, you must produce the documents on the date and time at the place so specified in the Subpoena.

Failure to appear according to the command of this Subpoena will subject you to penalty, damages in a Civil Suit and punishment for contempt of Court.

Lindabury, McCormick & Estabrook
Attorneys for Plaintiff Kathleen Reynolds

By: 

Bruce P. Ogden.

s/ Donald F. Phelan
DONALD F. PHELAN, Clerk

DATED: January 8, 2001

COPY

LINDABURY, McCORMICK & ESTABROOK
A Professional Corporation
53 Cardinal Drive
P.O. Box 2369
Westfield, New Jersey 07091-2369
Tel. No. (908) 233-6800
Fax No. (908) 233-5078
Attorneys for: Plaintiff, Kathleen Reynolds

KATHLEEN REYNOLDS,

Plaintiff

-vs-

ROXITICUS RIDGE, LLC,
A NEW JERSEY CORPORATION,

Defendant

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION:
GENERAL EQUITY
MORRIS COUNTY

DOCKET NO.: C-257-00

CIVIL ACTION

SUBPOENA DUCES TECUM

The State of New Jersey, to: Mr. Frank Panek, Construction Official
Chester Township Municipal Building
1 Parker Road
Chester Township, New Jersey 07930

You are hereby commanded to attend and give testimony before the above named attorneys for Plaintiff, Kathleen Reynolds, at the Chester Township Municipal Building, 1 Parker Road, Chester Township, New Jersey 07930 on Friday, January 22, 2001, at 10 a.m. in the above entitled action, and that you have and bring with you and produce at the same time and place, the following:

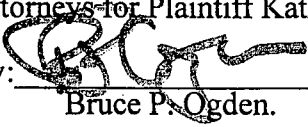
1. All plans, blueprints and like documents in the possession of you or your office that relate to the property known as 13 Ashland Terrace, Chester Township, New Jersey, also known as Lot 7.14, Block 7.01 of the Tax Map of Chester Township, New Jersey for which permit #326-99 issued (the property). *BLDG PLANS*
2. All records, including notes and the like of any inspections made by you or anyone at your direction or in connection with your office with respect to the property. *DAILY INSPECTION SHEETS*
3. The copy of the Uniform Construction Code and/or any other codes or authorities that you utilized in connection with any inspection of the property.
4. Any other codes used by anyone else in your office or at your direction or in connection with your office for any inspection of the property.
5. All correspondence and/or other records of communication between you and Roxiticus Ridge LLC and/or Rox Construction Inc. or Joseph Marinaro.
6. The originals of all permits and applications for permits and other like documentation in connection with the property. *Permit File*

The subpoenaed materials shall not be produced or released until the date specified for taking the deposition and if you are notified that a Motion to Quash has been filed, you shall not produce or release the subpoenaed evidence until ordered to do so by the Court or the release is consented to

by all parties to this action. However, if you are not notified of a Motion to Quash the Subpoena, you must produce the documents on the date and time at the place so specified in the Subpoena.

Failure to appear according to the command of this Subpoena will subject you to penalty, damages in a Civil Suit and punishment for contempt of Court.

Lindabury, McCormick & Estabrook
Attorneys for Plaintiff Kathleen Reynolds

By: 

Bruce P. Ogden.

s/ Donald F. Phelan
DONALD F. PHELAN, Clerk

DATED: January 8, 2001

INSTRUCTIONS

A. If a document is no longer in the possession of or subject to your control, state when such document was most recently in your possession or subject to your control and what disposition was made of it. In addition, specify who possesses or controls each document requested. If documents have been destroyed, please identify when they were destroyed; the person(s) who destroyed them; the person(s) who directed that they be destroyed; the reason(s) for such action and any communications or documents which relate to or refer to the destruction of the documents.

B. If a document is not produced because of a claim of privilege, then identify: the subject matter of this document; the form in which the document exists; the date of the document; the sender; the addressee; the signatory; and the nature and source of the privilege claimed.

C. This request is continuing in character and required you to provide any supplemental documents if, prior to trial, you should obtain any additional or supplemental documents which are responsive to this request.

DEFINITIONS

A. "DOCUMENT" means all documents as defined in rule 4:18-1 of the New Jersey Rules Governing Civil Practice, all writings of any nature whatsoever and all non-identical copies of different versions of the same document (e.g., copies of a printed document with different handwritten notations), in your possession, custody, or control or to which you have or have had access, regardless of location, and includes but is not limited to, agenda, agreements, analyses, announcements, articles, assignments, bills, books, books of account, brochures, bulletins, calendar and diary entries, charts, checks, communications, computer output or input, contracts, correspondence, data sheets, drawings, handwritten notes, inserts, instructions, invoices, indexes, labels, magazines, magnetic tapes, manuals, maps, memoranda of agreements, mechanical reproductions, memoranda, minutes, motion picture film, notebooks, notes, notices, orders, packages, pamphlets, papers, periodicals, pictures, price lists, receipts, tape or other recordings, records, reports, samples, schedules, statements, statistical or informational accumulations, studies, summaries, tabulations, tape recordings, telegrams, telephone messages, teletypes, video tapes, vouchers, working papers or any other written, recorded, transcribed, taped, or photographic matter, however produced or reproduced.

B. "AND" and "OR" as used herein are to be used both conjunctively and disjunctively to make each response inclusive rather than exclusive.

C. "RELATING TO" means referring to, concerning, discussing, mentioning, comprising, consisting of, evaluation, or analyzing, in whole or in part, directly, or indirectly.

PROOF OF SERVICE

On Jan. 10, 2001, I, the undersigned, being over the age of 18, served the within Subpoena by delivering a copy thereof to the person named therein, Frank Panek at 1 Parker Rd., Chester N.J 07930

and by tendering to such person the attendance fee of \$5.00 as allowed by law.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are wilfully false, I am subject to punishment.

Dated: Jan. 10, 2001

Kathleen Reynolds

Address for Service:

Mr. Frank Panek, Construction Official
Chester Township Municipal Building
1 Parker Road
Chester Township, New Jersey 07930

Time Spent

1-10-01 1 hr. / Admin.

1-11-01 2 hrs. Reviewing Subpoena

CHESTER TOWNSHIP
908-879-5100, XT 821



FIRE
SUBCODE
TECHNICAL SECTION

A. IDENTIFICATION—APPLICANT: COMPLETE ALL APPLICABLE INFORMATION. WHEN CHANGING CONTRACTORS, NOTIFY THIS OFFICE. CALL UTILITY DIG NO: 1-800-272-1000.

Block 7.01 Lot 7.14
Work Site Location 13 Hshknd

Owner in Fee Rox Construction
Address P.O.Box 708
Chester, NJ. 07930

Tele. ()
Contractor Rox Construction
Address Sa
me
Tele. () Fax ()
Lic. No.
Federal Emp. No. 22 2583866

B. FIRE PROTECTION CHARACTERISTICS

Use Group Present _____ Proposed _____
Constr. Class Present _____ Proposed _____
Heating Systems [] New [] Existing [] HVAC
Type: [] Gas [] Oil [] Electric [] Solar
[] Other _____
Location: _____
Total Cost of Fire Protection Work \$ _____

Fire Alarm System
New [] Existing []
Location of Panel: _____
Fire Suppression/Standpipe System
New [] Existing []
Location of Main Control Valve: _____

JOB SUMMARY (Office Use Only)

PLAN REVIEW		INSPECTIONS		Dates (Month/Day)		
		Type:	Failure	Failure	Approval	Initial
☒ No Plans Required		Alarm System	_____	_____	_____	_____
Joint Plan Review Required:		Suppression Sys.	_____	_____	_____	_____
[] Building [] Plumbing		Standpipe	_____	_____	_____	_____
[] Electric [] Elevator		Fire Pump	_____	_____	_____	_____
[] Fire Plans Approved		Pre-Eng. System	_____	_____	_____	_____
Date: <u>11-30-00</u>		Mechanical	_____	_____	_____	_____
Approved by: <u>[Signature]</u>		Smoke Control	_____	_____	_____	_____
SUBCODE APPROVAL		TCO	_____	_____	_____	_____
[] CO [] CCO [] CA		Final	_____	_____	_____	_____
Date: <u>11-30-00</u>		Other	_____	_____	_____	_____
Approved by: <u>[Signature]</u>						

C. CERTIFICATION IN LIEU OF OATH

I hereby certify that I am the (agent of) owner of record and am authorized to make this application.

Signature _____

UCC/PRO F-140 (REV3/96)
Professional Printing
(856) 468-7933

1 White = Inspector Copy
3 Pink = Office Copy

2 Canary = Office Copy
4 Gold = Applicant Copy

\$273.00



Date Received update 11-30-00
Date Issued
Control # 326-99A
Permit #

D. TECHNICAL SITE DATA

DESCRIPTION OF WORK:

Water Supply Source _____
Method of Alarm/Suppression System Supervision _____

Storage Tanks

Type: [] Flammable Liquid [] Combustible Liquid
[] LPG [] LNG Capacity _____ Fuel _____

Alarm Systems [] 110v Interconnected NUMBER
[] System

Alarm Devices (i.e., smoke, heat, pulls, water/flow) _____

Supervisory Devices (i.e., tampers, low/high air) _____

Signaling Devices (i.e., horn/strobes, bells) _____

Other Devices _____

TOTAL _____

Suppression Systems

Fire Pump _____ GPM Type _____

Dry Pipe/Alarm Valves _____

Pre-action Valves _____

Sprinkler Heads (Dry and Wet) _____

Standpipes _____

Pre-engineered Systems

Wet Chemical _____

Dry Chemical _____

CO₂ Suppression _____

Foam Suppression _____

Halon Suppression _____

Other _____

Kitchen Hood Exhaust System _____

Smoke Control System _____

Gas [] or Oil [] Fired Appliances 7

Other _____

FEE (Office Use Only)

Administrative Surcharge \$ 41
Minimum Fee \$ _____
DCA Training Fee \$ _____
TOTAL FEE \$ 314

CM



National Fenestration
Rating Council

CERTIFIED

148

EAGLE WINDOW AND DOOR

CLAD DOUBLE HUNG VENT

CPD# 099-N-023

ALUMINUM CLAD WOOD FRAME
ARGON FILLED LOW-E (0.41) I.G.

ENERGY Performance

- Energy savings will depend on your specific climate, house and lifestyle
- For more information, call 1-800-324-5354 or visit NFRC's web site at www.nfrc.org

Technical Information

Res	U-Factor	.36	Solar Heat Gain Coefficient	.28	Visible Transmittance	
	Non-Res	.35		.29		

Manufacturer stipulates that these ratings conform to applicable NFRC procedures for determining whole product energy performance. NFRC ratings are determined for a fixed set of environmental conditions and specific product sizes.

519
950

13
22

450175



TEMPER

PN: 82140-430 PO #P045052
EAGLE WINDOW & DOOR
QTY 2 OF 2

3.1 TQ4-9 BMX-3.1 T

MDL

23 15/16-X 29 5/8 X (00000)
(00608) (00752)

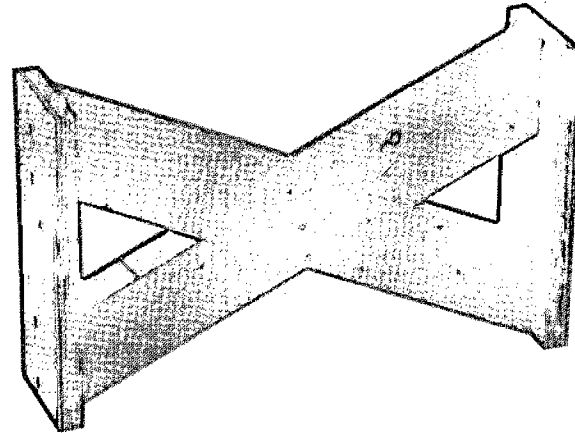
NGDH

OH LOWR SASH GLASS FREE
02031 12/01/00 C- 01
01H 02U 52 MDL

Build Floors for less with IBS 2000®

From code minimum floors for starter homes to long span and specialized floors for custom homes, using IBS 2000® Load Sharing Connectors™ will save you money. Here are some ways builders have saved money with IBS connectors.

- Minimize joist depth in longest span rooms.
- Under ceramic tile and stone floors as an alternative to double joists or closer joist spacing.
- In floor areas that contain jogs such as bay windows. IBS 2000® Load Sharing Connectors™ are used to keep the joist depth to a minimum throughout the floor.
- IBS 2000® is used to eliminate floor beams or bearing walls due to longer span capability. This saves the builder money by eliminating forms, posts and footings.
- Utilize wider on center spacing available with IBS 2000® to reduce material costs. It also allows for faster joist installation and easier installation of HVAC.
- In renovations where the same floor height (joist depth) is needed to match the existing house.
- For retrofits in existing housing, where floor performance does not meet the owners expectations.
- Use pressure treated IBS 2000® deck stiffeners to add stiffness and reduce bounce in outdoor decks.



**IBS 2000®
Load Sharing Connector™**

U.S. Manufacturing:

Luxor Industrial Corporation
C/o Bassett Manufacturing
Rt. 3, Box 3 Sunbury, PA 17801
Phone: 570-286-5557
Fax: 570-286-7882

Corporate Office:

Luxor Industrial Corporation
Suite 702-889 West Pender St.
Vancouver, BC. V6C 3B2
Toll Free: 800-665-2454
Fax: 604-683-2003

Sales:

Eastern Region

Phone: 301-845-7133
Fax: 301-845-7133

Western Region

24611 Fraser Highway
Langley, BC V2Z 2L2
Toll Free: (877) 496-4355
Phone: (604) 857-9601

Website Address: www.luxorcorp.com

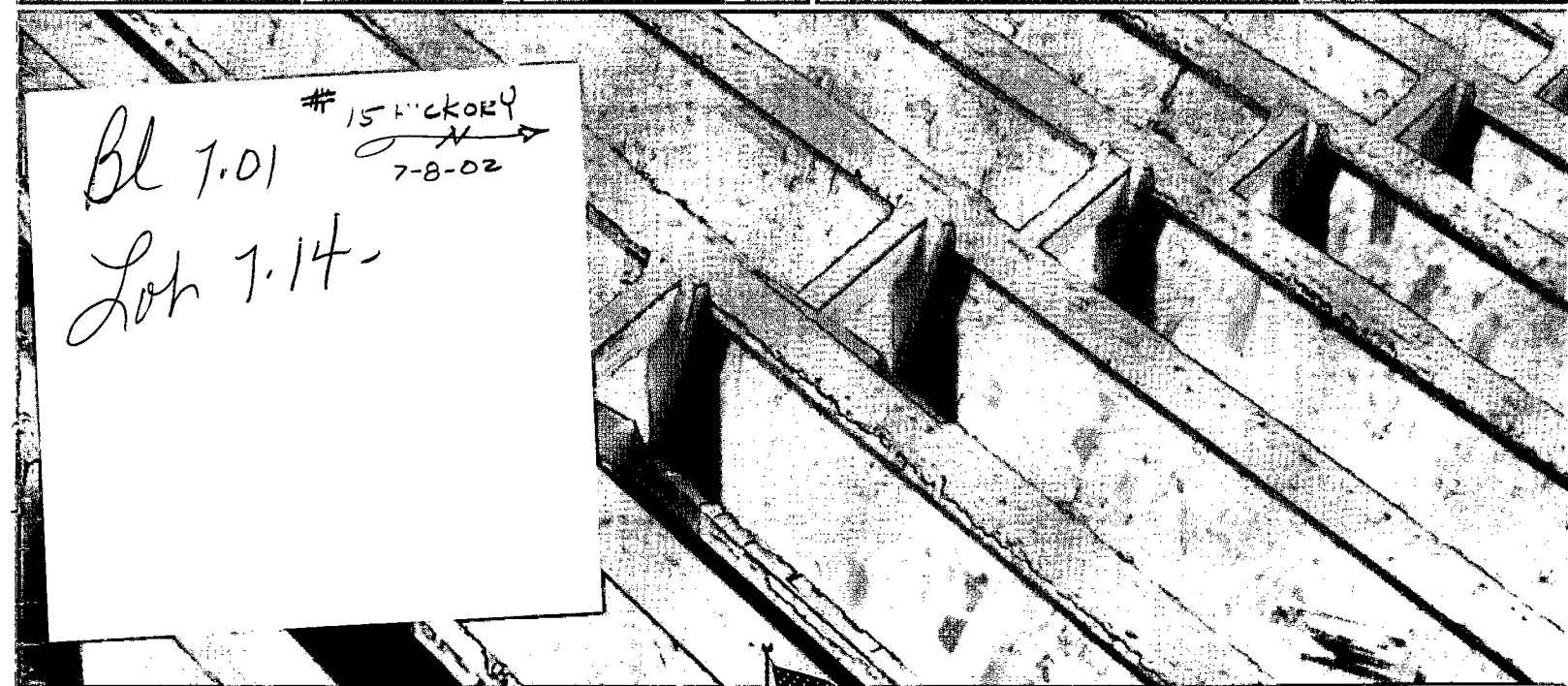
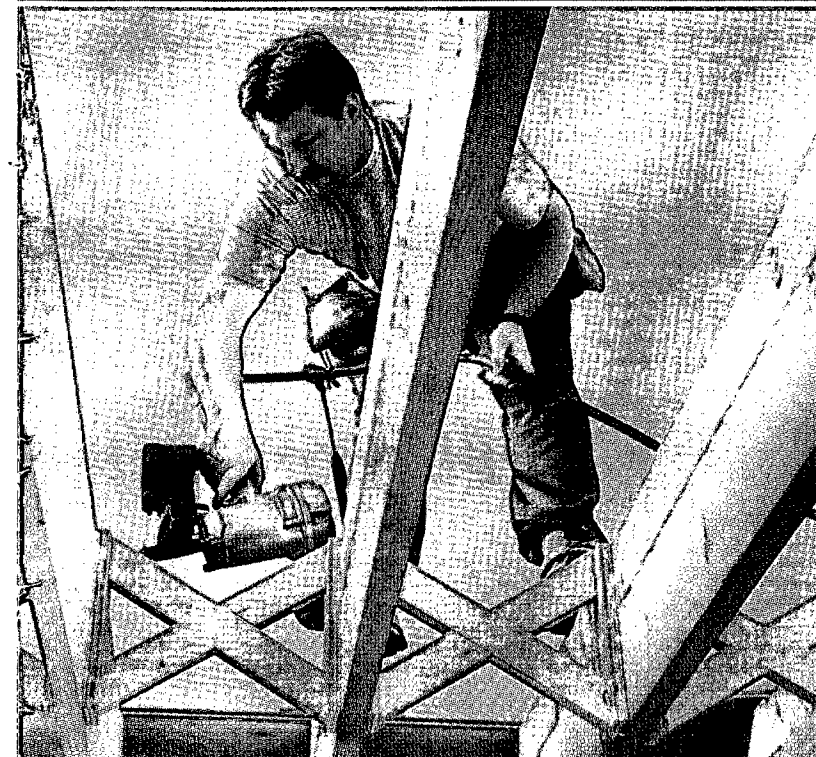
US Patent	# 4,947,612	BOCA Report	#724
	# 5,301,486	SBCCI Report	#9734
Canadian Patent	# 1,325,095	ICBO Report	ER-5323

Luxor Industrial Corporation
Leaders in building systems Innovations

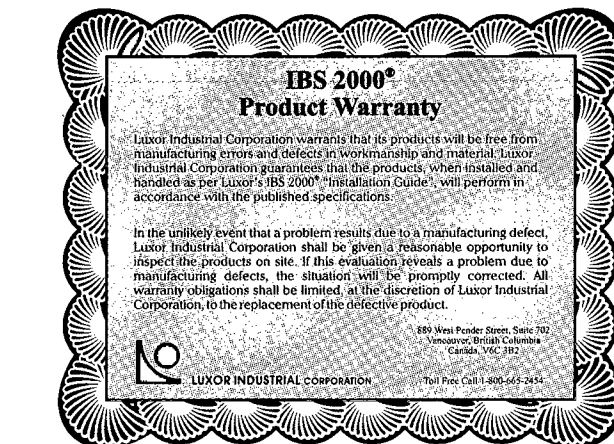
09/99-10M Printed in Canada

IBS 2000®
Load Sharing Connectors™

USERS GUIDE



Changing the Way America Builds Floors



Take the step into the future on the load sharing demonstration box at your IBS 2000® retailer.

Dealer:

Step into the Future of Floor System Design

IBS 2000® Load Sharing Connectors™ create a load sharing floor system that structurally connects the floor joists to create Longer, Stronger and Better Performing Floors for Less Money.

INDEX

IBS 2000® Give You a Choice

The Heart of Load Sharing Design

A Systems Approach to Floor Design

Advantages of IBS 2000® Load Sharing Design

Choose Your Level of Performance

Dimension Lumber Floors

Engineered Wood Floors

IBS 2000® Comfort Floors™ with Vibration Controlled Design

Getting the Most from Load Sharing Design

Design Solutions:

Solving Critical Spans

Dealing with Design Reliefs

Matching Floor Height in Additions and Renovations

Bounce and Vibration Control in Key Living Areas

Dealing with Floors Carrying Ceramic Tile and Stone

IBS 2000® Retrofit Connectors

IBS 2000® Retrofit Order Form

Installation Guides

Building Floors for Less with IBS 2000®

Product Warranty

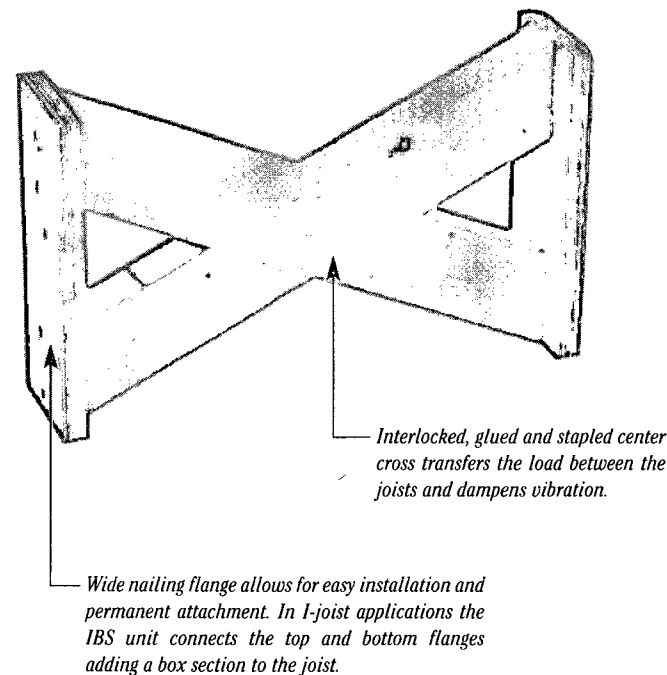
Code Approvals

IBS 2000® Gives You a Choice

IBS 2000® Load Sharing Connectors™ are revolutionizing the way America builds floors. No other building material has been specifically designed to transfer the load among the joists in a floor system. The structural integrity added by the use of IBS 2000® connectors gives the design-build team the choice of saving money, improving performance or solving annoying bounce and vibration problems in both new and existing floor systems. This User's Guide will assist you in building floors that have the highest level of performance at the lowest cost.

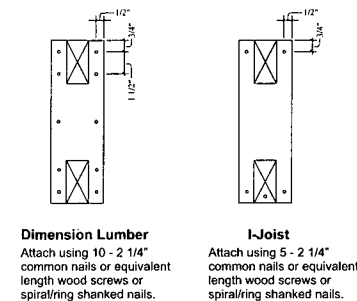
IBS 2000® Connectors The Heart of Load Sharing Design

The difference in performance comes with the addition of the patented IBS 2000® Load Sharing Connectors™ that structurally connect the floor joists. The IBS 2000® connectors force the floor to act as a system thereby gaining stiffness and rigidity. Load sharing design offers new alternatives in floor design that can lead to substantial cost savings.



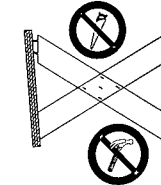
Installation Checklist

Nailing Schedule

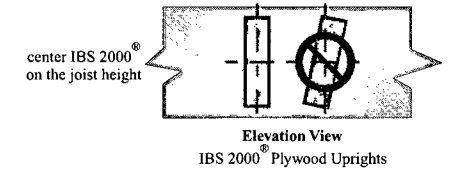


Product Handling

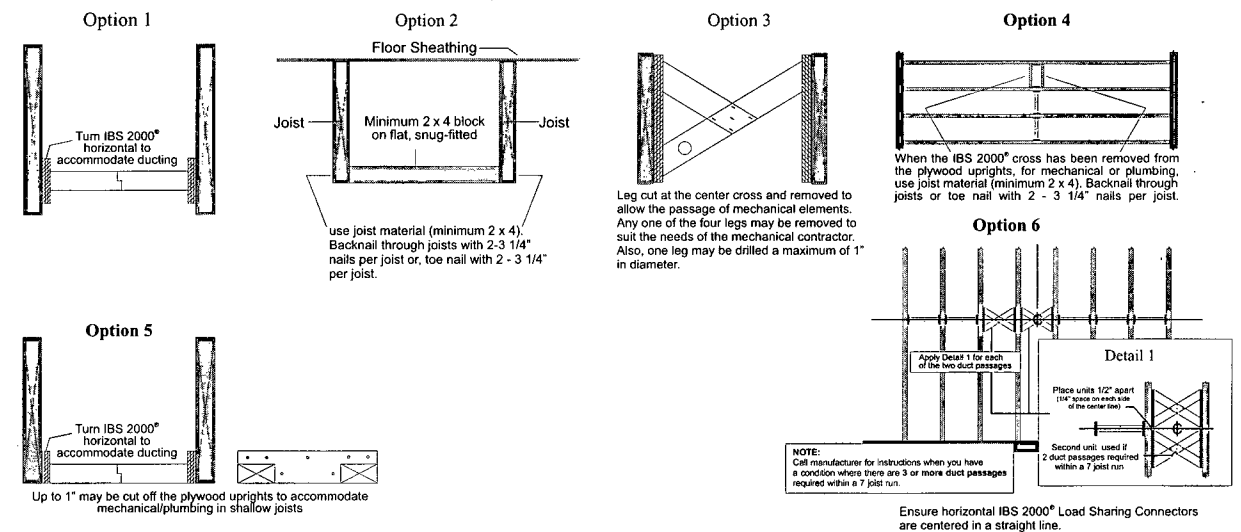
Do Not Cut, Damage, Modify outside Manufacturer's Specifications (Option 3 below)



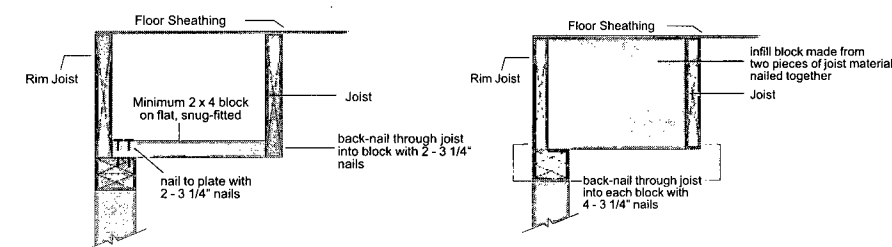
Vertical Placement



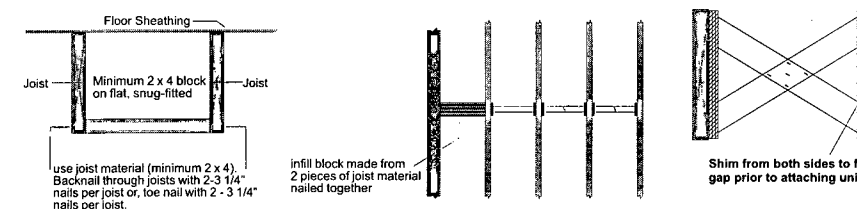
Ductwork Details



Common Starter Space or Endwall Condition



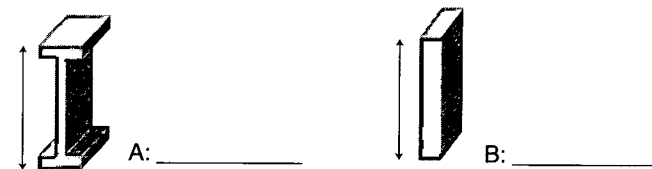
Odd Size Spaces



IBS 2000® Floor System Dimensions

The Following information is required to determine the type and number of IBS 2000® connectors needed for your floor:

Joist Height - Measure the height of your joist and enter it into the space provided. Fill in dimension A for I-joists or dimension B for Solid Sawn Joists.



Note: I-joist measurements must include the full height of the joists as per the diagram.

If your home utilizes both kinds of joists, use separate Retrofit order form for each joist depth and type.

Decide on a standard or high performance retrofit. Layout one, two or three rows based on your span and performance level desired. Use a string or chalk line to assist with layout. Measure each joist cavity for your selected layout. If two or three rows are to be installed, measure each cavity along its designated layout line, at its installation point.

Note: All measurements are in inches and 1/16ths. Example: 14 - 5/16 inches.

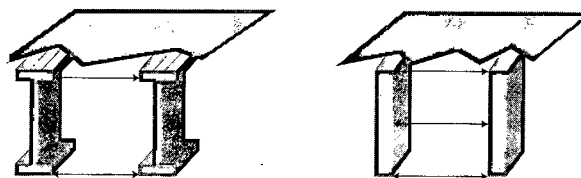
1. _____	8. _____	15. _____	22. _____
2. _____	9. _____	16. _____	23. _____
3. _____	10. _____	17. _____	24. _____
4. _____	11. _____	18. _____	25. _____
5. _____	12. _____	19. _____	26. _____
6. _____	13. _____	20. _____	27. _____
7. _____	14. _____	21. _____	28. _____

Ordered By		Ship To	
Company Name:		Company Name:	
Contact:		Contact:	
Address:		Address:	
City:		City:	
State/Province:	Zip/Postal:	State/Province:	Zip/Postal:
Phone:	Fax:	Phone:	Fax:

Please contact your building supply dealer or Luxor Industrial Corporation for pricing.

Joist Cavity Measurement - The IBS 2000® Load Sharing Connectors™ will be manufactured and numbered to fit each joist cavity within your floor. Therefore each cavity must be numbered to match the corresponding IBS 2000® connector.

Measure each cavity as per the diagram. Enter the shortest of the measurements in the blank below. Remember to number the cavity for installation reference. Cavities with excessive variation will require shims to ensure a tight fit. Details are provided on the installation guide supplied with your order.



A: _____ B: _____

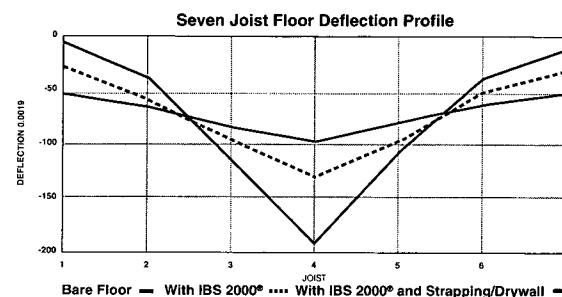
For cavities containing duct work record the word 'duct' in lieu of the cavity measurement. Instructions for framing in duct spaces are contained in the installation guide that will accompany your order.

IBS 2000®

IBS 2000® Load Sharing Design A Systems Approach to Floor Design

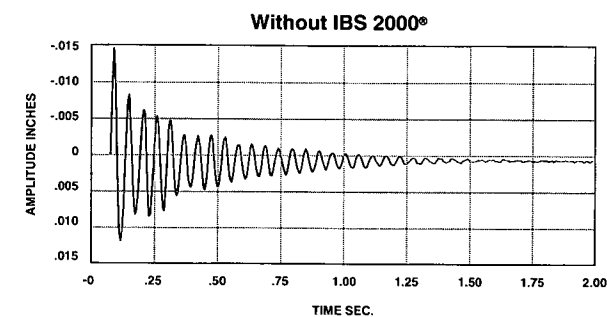
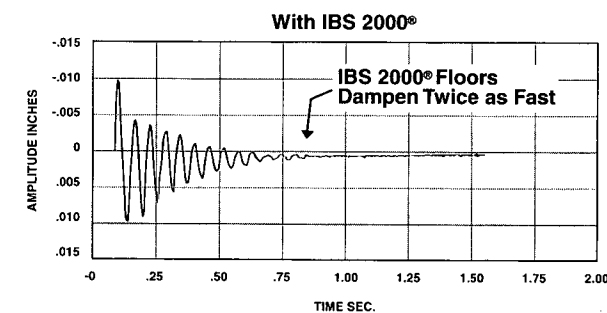
Load sharing design addresses the common problems of soft, bouncy floors and the annoying effects of vibration. The IBS 2000® Load Sharing Connectors™ transfer impact point loads such as those generated by foot traffic to seven or more joists. The IBS 2000® connectors force the joists to act as an integrated system thereby adding stiffness and reducing vibration in the floor system.

Added Stiffness and Rigidity:



Load sharing produces less deflection from impact point loads. The result is a stiffer, firmer floor.

Greater Vibration Dampening:



The IBS 2000® Load Sharing Connectors™ add significantly to the vibration dampening of a floor. This helps to reduce customer complaints of rattling china and skipping CD's.

Advantages of IBS 2000® Load Sharing Design

Save Money

Because IBS 2000® creates a structurally connected system, it is possible to design floors with equivalent performance at significantly longer spans with shallower joists or wider on-center joist spacing. This can lead to substantial savings in joist materials and a lower overall cost for the floor system.

Reduce Bounce and Vibration

Controlling bounce and vibration is part of the IBS 2000® load sharing floor system technology. The IBS 2000® connectors act as shock absorbers to dampen vibration regardless of the level of floor performance selected. They also transfer the effects of impact point loads such as foot traffic, to seven or more joist thus reducing point load deflection and giving the floor a stiffer feel.

Vibration controlled performance is part of the IBS 2000® load sharing floor system technology. This approach minimizes vibration by limiting floor system deflection caused by impact point loads such as foot traffic. Floors designed to this standard meet the performance expectations of homeowners better than floors built to uniform load criteria. The structural integrity of floors built with the IBS 2000® connectors deliver vibration controlled performance at spans significantly longer than floors designed without the benefits of the IBS 2000® connectors.

Choose your level of Performance

Whether you want to save money or improve floor performance, there's an IBS 2000® load sharing design that meets your needs.

Dimension Lumber Floors

Increase Spans with Confidence

Many designers and builders limit the spans for dimension lumber joists because experience has shown that the joists do not meet their performance expectations at longer spans. By adding IBS 2000® Load Sharing Connectors™ to stiffen the floor and reduce bounce and vibration, spans can be increased within the design parameters of the local codes.

IBS 2000® Comfort Floors™ with Vibration Control

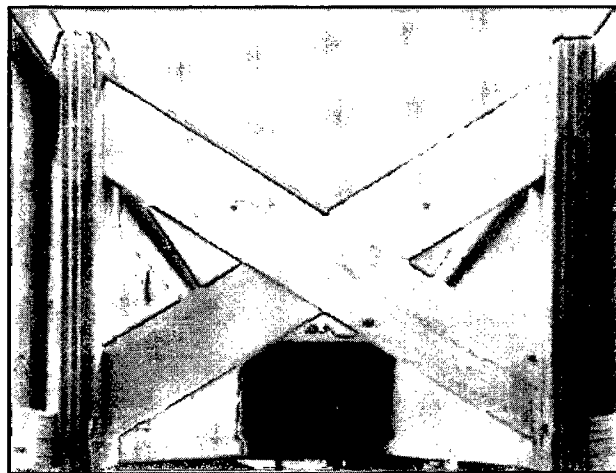
Builders in Pennsylvania, Maryland, Virginia, West Virginia and the District of Columbia may use sealed IBS 2000® Comfort Floor™ span tables. These tables are run to a vibration controlled performance standard that limits point load deflection to deliver a firm, solid feel in dimension lumber floors at all spans. Designers and builders can be comfortable that they are supplying consistent quality floors that meet their customer's expectations. Homeowners will enjoy comfortable floors that have a quality feel and are free of annoying bounce and vibration.

IBS 2000® for Engineered Wood Joists

The ultimate engineered wood floor includes IBS 2000® Load Sharing Connectors™. In addition to adding to the span capacity of joists, the IBS 2000® connectors add stiffness and reduce bounce and vibration in engineered wood joist floors.

IBS 2000® connectors are manufactured to fit all joist depths, flange widths and spacings. The IBS 2000® units are ready to use which makes installation quick and easy. The units attach directly to the joist flanges using the same fasteners as the subfloor.

Span tables for engineered wood joists are available from your building supply dealer or IBS 2000® representative.



Performance Options for Engineered Wood Floors

IBS 2000® Load Sharing Connectors™ improve the performance characteristics of all engineered wood joists. Span tables for engineered wood joists have been developed to meet four distinct levels of performance, L/480 equivalent performance, L/600 equivalent performance, Comfort™ and Comfort Plus Floors™ with vibration control.

IBS 2000® Comfort Floors™ with Vibration Controlled Design

Designers and builders are searching for new performance standards to give them consistent and predictable floor performance that meets the homeowner's expectations. To date, floors have been evaluated to a uniform load criteria such as L/360 or L/480. This has resulted in inconsistent performance leading to complaints related to bounce and vibration in the floors.

L/480 Equivalent Performance Floors

The use of IBS 2000® allows the builder to extend the feel and response of L/480 floors significantly. This span extension creates the greatest potential for savings. Builders selecting this criteria should be familiar with the performance characteristics of L/480 floors, particularly at the limits of the span.

L/600 Equivalent Performance Floors

The selection of the L/600 performance standard gives the builder a stiffer floor than the L/480 criteria. As the span increases the mid span point loads such as those created by foot traffic are less than those allowed by the L/480 criteria. The addition of IBS 2000® Load Sharing Connectors™ delivers equivalent performance at longer spans. This provides the designer and builder with a cost effective solution to improved floor performance.

IBS 2000® Comfort Floors™ with Vibration Controlled Performance

Choose the IBS 2000® Comfort Floors™ for a firm, solid feel to the floor, particularly at longer spans. Comfort Floors™ are built to a performance standard that provides consistent feel over the full span range due to limits placed on mid span point load deflection. The limits are the result of extensive studies to determine the criteria for floors that are consistently comfortable and acceptable to homeowners.

IBS 2000® Comfort Plus Floors™

The Comfort Plus Floors™ have been developed to provide designers and builders with a high quality floor that meets the expectations of the most demanding customers. The mid span point load deflection is the lowest of all IBS 2000® performance criteria. The presence of IBS 2000® insures excellent vibration dampening in the firmest floor. The Comfort Plus Floor™ should also be specified in those areas that have special service needs such as floors carrying ceramic tile or stone toppings, dining areas and custom kitchens with center islands. The reduced deflection and increased vibration dampening will improve the serviceability and performance of these floors.

Because floors are never uniformly loaded in actual service conditions, it is virtually impossible to consistently design acceptable floors using only structural criteria. So adopting a performance criteria that is based on a floor's response to impact point loads allows the designer to create a floor that addresses the source of floor performance problems.

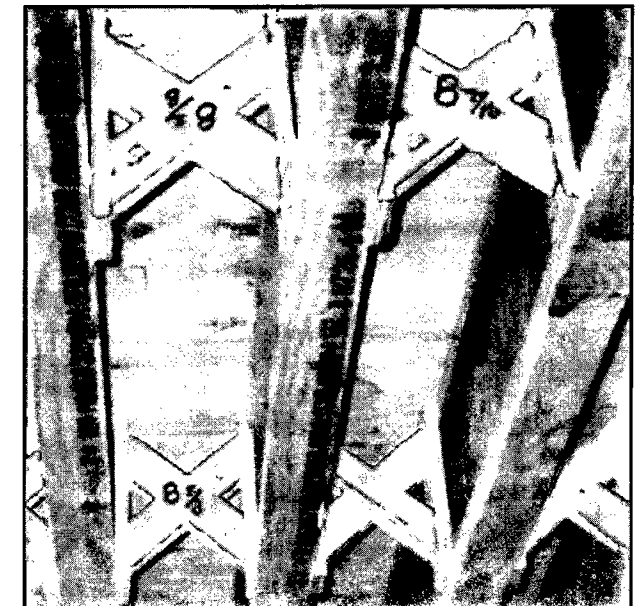
IBS Retrofit Connectors Repair Poor Performance in Existing Floors

Many builders and homeowners find themselves faced with floors that do not meet their performance expectations after the home is completed. While these floors meet all the structural criteria for floors they commonly have excessive bounce or vibration. The repair options include doubling the floor joists or installing a beam under the floor. Both of these options require major structural alterations to the home.

In the example illustrated in Figure 7, the builder had a bounce problem in a 25'-7" clear span bedroom above a kitchen. The installation of a beam or walls or the doubling of the joists was not feasible.

IBS 2000® Design Solution – Retrofit Connectors

The most cost effective and simple way of improving the performance of existing floors is the installation custom made IBS 2000® retrofit connectors. Each retrofit connector is made to the exact size of the joist cavity in the existing floor. The retrofit connectors are numbered to match the joist cavities. Installation is quick and easily done with basic tools. Ask your building supply dealer for the IBS 2000® Retrofit order form for complete ordering information.



Custom made IBS 2000® Retrofit Connectors reduce bounce and vibration in existing floors.

Retrofitting Your Floor with IBS 2000® – Things to Consider

Access – In order to install the IBS 2000® Load Sharing Connectors™ it is necessary to have access to the under side of the floor. If the under side of the floor is open, the joist cavity measurements can be taken directly. If the under side of your floor is covered, we recommend that you consult with a building contractor to determine what is involved with retrofitting your floor with IBS 2000® Load Sharing Connectors™.

Floor System Support Structure – Floor performance is also influenced by the performance of supporting beams, joist hangers and truss girders. We recommend that you examine the influence of these supporting members prior to ordering IBS 2000® retrofit connectors. The IBS 2000® connectors will not remedy problems with the floor support structure.

Recommended Applications

Standard Retrofit – For the performance enhancement of general purpose living areas an IBS 2000® Comfort Floor™ is recommended. Contact your building supply dealer or IBS 2000® representative to determine how many rows of IBS 2000® are required for your particular application.

High Performance Retrofit – The high performance retrofit is recommended for floors with special applications. These include floors carrying ceramic tile, stone or hardwood floor coverings, kitchens with center islands and dining areas which are prone to rattling china. In these cases, the IBS 2000® Comfort Plus Floor™ is recommended. Contact your building supply dealer or IBS 2000® representative to determine how many rows of IBS 2000® are required for your particular application.

IBS 2000® Design Solutions

Problem – Matching Floor Height in Additions and Renovations

Many additions and renovations to older homes contain contemporary room sizes with long floor spans. In many cases the existing floor joist depth, often 2x8 or 2x10, will not span the distance required for contemporary room sizes. An increase in joist depth will cause a step in the floor or a drop in the ceiling. Alternatives include putting a beam under the floor to accommodate the existing joist size. This solution however, does not allow for an open space below and is costly to install. Figure 5.

IBS 2000® Design Solution

Use the IBS 2000® span tables to achieve the longer spans required to maintain the same joist depth as the original structure. This will eliminate the disruption in floor or ceiling contours and provides the lowest cost solution to the framing of the addition.

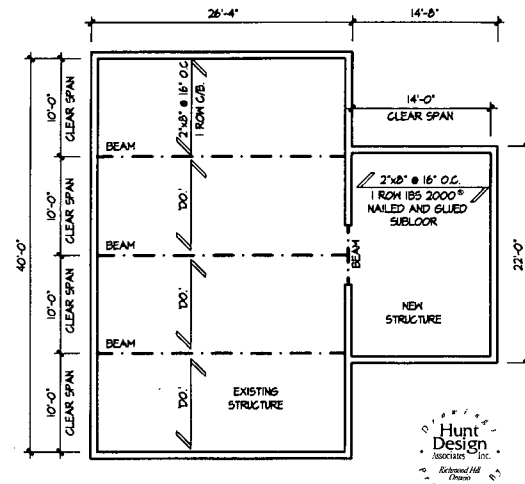


Figure 5

Problem – Bounce and Vibration Control in Key Living Areas

Many homes today are designed with large, open living areas such as family rooms, great rooms and games rooms that are the focal point of family activities. They are subject to constant activity and movement. Dining rooms are also the site of frequent consumer complaints related to rattling china. Figure 6.

IBS 2000® Design Solution

Builders and homeowners who want to reduce bounce and vibration will install IBS 2000® connectors in these rooms. The use of IBS 2000® to stiffen the floors is the lowest cost alternative to improving floor performance in specific areas of the home.

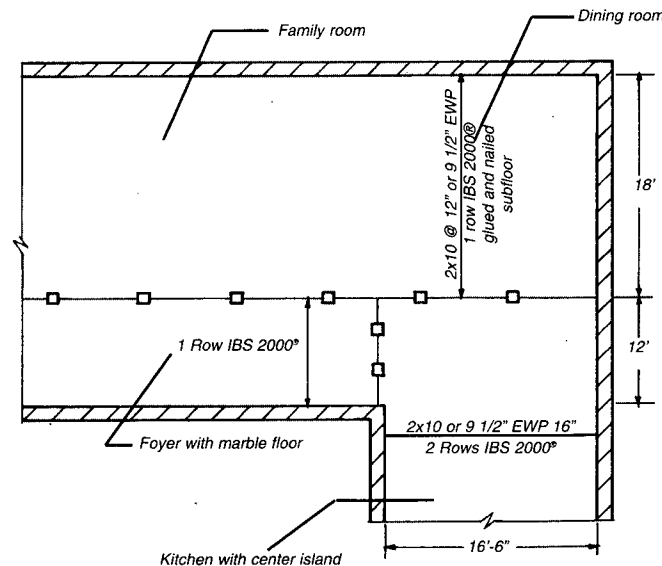


Figure 6

Problem – Dealing with Floors Carrying Ceramic Tile or Stone Toppings

Kitchens, foyers and bathrooms with ceramic tile or stone toppings are common in many of today's homes. These floors require a flat, stable base to avoid breaking the grout or tiles. Figure 6.

IBS 2000® Design Solution

Consult IBS 2000® Comfort Plus™ span tables for the IBS 2000® specifications for the floor joist type and span required. This will reduce deflection and vibration to provide a stable base for the grout and floor topping.

IBS 2000® Comfort Floors™ with Vibration Controlled Design

The heart of vibration controlled design is achieved by setting limits for the mid span point load deflection when the floor is subjected to a 225 pound point load at mid span. The limits of the mid span deflection were established by a scientific study that assessed the level of comfort that evaluators experienced when they walked on floors of various spans. Researchers compiled the opinions of more than 600 evaluators during the course of the study. The result is a point load comfort limit that provides assurance of consistent acceptance of the floor's performance by homeowners.

Figure 1 below illustrates the relationship of span vs point load deflection (under 225# load) for bare floor and with one, two and twin rows of IBS 2000® for a typical 11-7/8" engineered wood joist at 16" on center.

When analyzed, the complaints are not the result of uniform loads but rather impact point loads created by foot traffic on the floor.

Description of the Elements in Figure 1

Bare Floor: Joists have a subfloor attached and no IBS 2000® is included. The point load increases with increasing span.

One, Two and Twin Rows of IBS 2000®: In the same floor, the point load deflection is reduced for the same span with the addition of IBS 2000®. The point load deflections start at a lower point and rise at a lesser rate when the floor is structurally connected with IBS 2000® connectors.

Comfort Limit: This is the limit for mid span point load deflection as determined by evaluators walking on floors of various spans. Note that the comfort limit decreases as the span increases. The area below the comfort limit line were deemed to be acceptable by the evaluators. Floors with mid span deflections above the comfort line were not found to be acceptable.

Point A: This point denotes the span, 16'-6", where the bare floor reaches the comfort limit.

Point B: This point denotes the span, 19'-3", where the same floor with one row of IBS 2000® meet the comfort limit. This is the span shown for IBS 2000® Comfort Floors™. IBS 2000® has extended the comfort range for this floor by 2'-9".

Point C: By adding a second row of IBS 2000® at the 1/3 rd points of the span the comfort range is further extended to 20'-3".

Point D: By moving the two rows to 12" on either side of the center line the comfort span is further extended to 20'-10". This is the longest Comfort Floor™ span available.

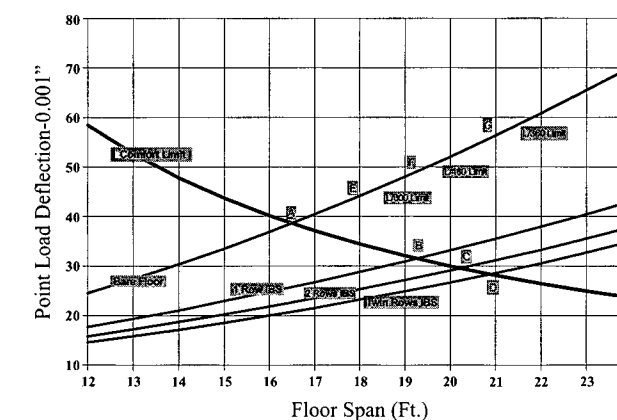
Point E: Notes the L/600 span of 17'-11". For this floor, the span is outside the comfort limit.

Point F: Notes the L/480 span of 19'-3". This point is well outside the comfort limit but can be brought to the comfort limit (point B) with the addition of one row of IBS 2000®.

Point G: Notes the L/360 span of 21'-3". This is a structural span limit for this floor and subfloor configuration.

For this floor configuration, each of the uniform load criteria noted above (L/360, 480 and 600) the point load deflection is greater than the comfort limit criteria. Other joist depths and spacings may have the uniform load points closer or within the comfort limits. Deeper joists tend to be further from the comfort limit.

IBS 2000® Vibration Controlled Design



Advantages of Vibration Controlled Design

By limiting the impact point load deflection, vibration controlled designs more consistently meet the expectations of consumers, regardless of the span.

What IBS 2000® Adds to Vibration Controlled Design

- Structurally connects the floor joists to reduce deflection, bounce and vibration
- Achieves equivalent performance at extended spans
- Optimizes the joist size to reduce material costs and offer cost savings
- Consistently builds better floors

Getting the most from Load Sharing Design

IBS 2000® Load Sharing Connectors™ were developed to provide designers and builders with a cost-effective way of building better floors. Here are some tips that will assist you in getting the greatest value from IBS 2000® load sharing design.

Start by identifying the longest span rooms in your building project. With the aid of IBS 2000® vibration controlled span tables, minimize the joist depth or optimize the spacing in these areas. You can then use the selected joist depth throughout the floor plan.

Remember, only use IBS 2000® in spans where it is needed.

Next, check for any beams that are designed into the floor. Using the IBS 2000® span tables, try spanning the space without the beam. This will save on forming, footing and post costs. Alternately, try turning the joist direction to parallel the former beam direction if permitted by the supporting structure.

The design shown in Figure 1 uses two steel beams to keep the spans within limits of 2x10 lumber. In Figure 2, the steel beams are replaced with two rows of IBS 2000® with 2x10@12"o/c. to span 18'-5".

The IBS 2000® Design solution saved the builder \$510.00 on the floor system. The homeowner enjoys better performing floors with more open space in the rooms below.

Finally, specify IBS 2000® connectors in areas with special service conditions such as floors carrying ceramic tile or stone toppings and kitchens with center islands. Special consideration should also be given to installing IBS 2000® in dining areas to minimize the chances of having rattling china, a common complaint with home owners.

Check the cost. Chances are that you will join many builders who are saving money on the overall cost of their floor system. Also consider the savings in siding, stair headers, hangers and rim boards when you are able to lower the profile of your building.

Check the performance. Firm, stable floors will add to the value of any home.

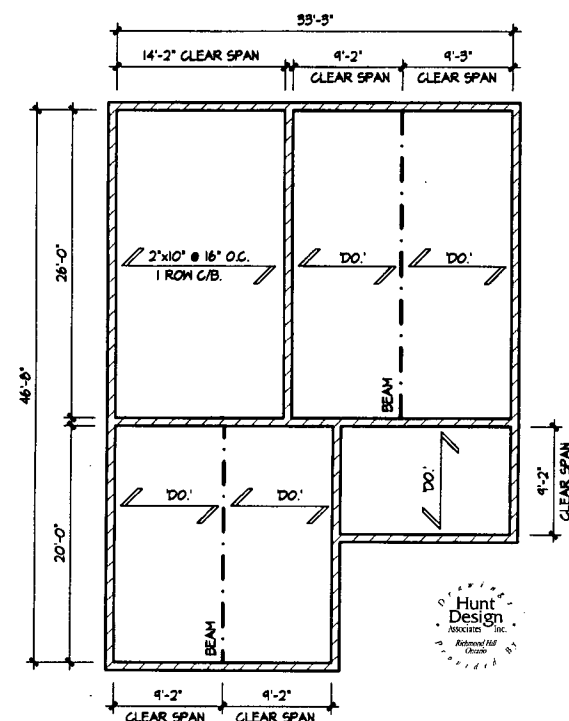


Figure 1

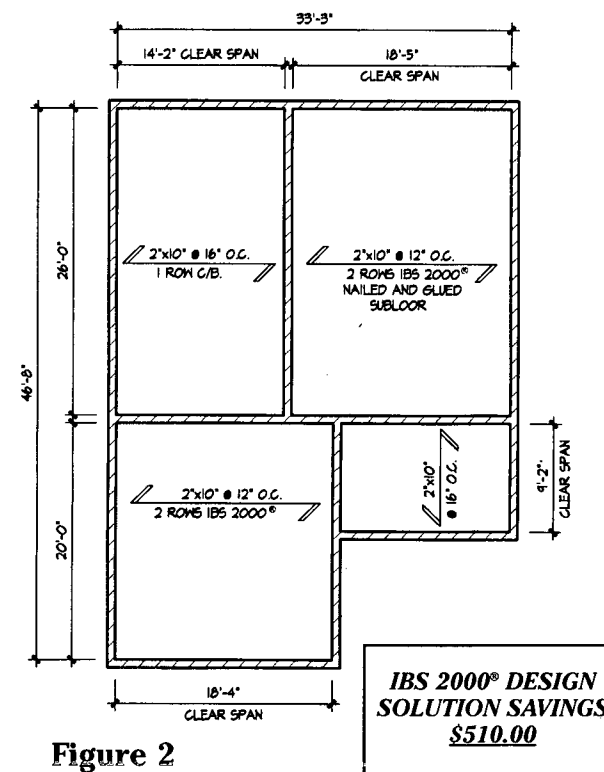


Figure 2

**IBS 2000® DESIGN
SOLUTION SAVINGS
\$510.00**

See the IBS 2000® Design Solutions For More Money Saving Ideas

IBS 2000® Design Solutions

Problem – Solving Critical Spans

A family room with a span exceeding 14'-6" will typically force an engineer or builder to specify 2x10 for the entire floor even though other areas with 10 to 13 foot spans can be spanned with 2x8. Figure 3.

IBS 2000® Design Solution

Use 2x8 @ 12" o.c. with IBS 2000® Load Sharing Connectors™ to span up to 16'. The use of 2x10 or I-joists are excessive for the 12' and 13' spans.

Similar analysis can be done for 2x10 on spans up to 19'-8" and 2x12 for spans up to 21'-3".

For I-joist users, IBS connectors allow optimizing of both joist depth and flange width. Consult with your I-joist supplier for optimum IBS 2000® solution for your project.

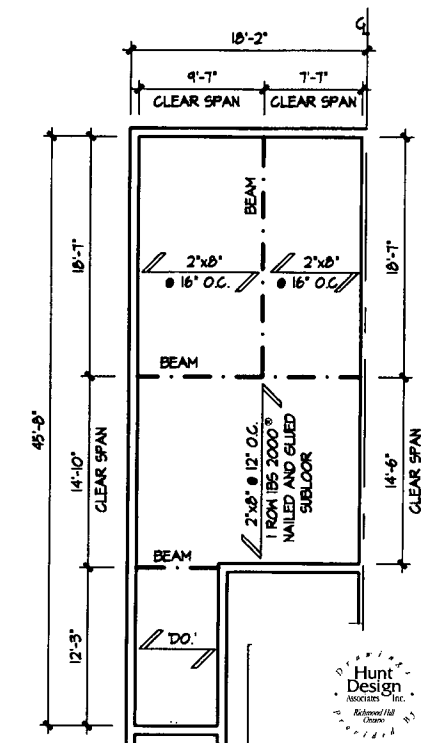


Figure 3

Problem – Dealing with Design Reliefs

Builders are faced with framing bays and other design reliefs into floor layouts. In Figure 4, the builder is faced with an 18'-6" and a 17'-6" design relief. The balance of the spans in the plan require only 2x10.

The builder's options included:

- Forming in a beam or pony wall with posts and footings
- Changing the entire floor to 2x12 or engineered wood I-joists

IBS 2000® Design Solution

Use IBS 2000® with 2x10 to span the longer 18'-6" and 17'-6" spans. This reduced his cost for the joists, stair header, rim boards and lowered the profile of his building which saved on siding costs.

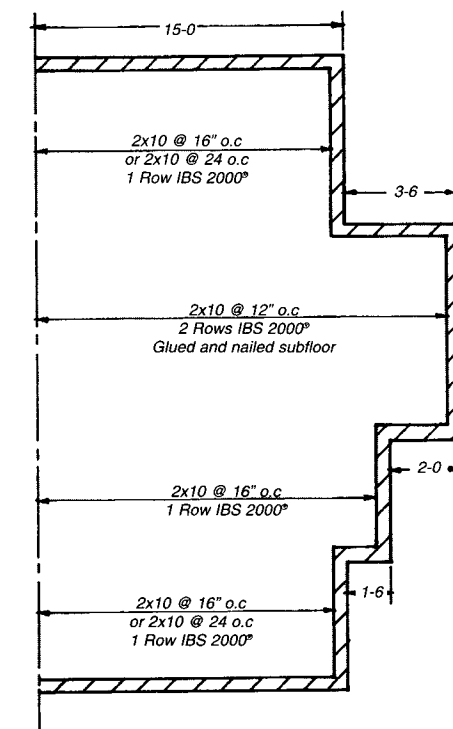


Figure 4

FAX

Date

2-01-01

Number of pages including cover sheet

TO:

Bureau of Regulatory
Affairs

FROM:

Construction Office
TOWNSHIP OF
CHESTER

1 Parker Road

Chester, New Jersey
07930

Phone

Fax Phone

609-984-1718

Phone

908-879-5100

Fax Phone

908-879-8281

CC:

REMARKS:

☐

Urgent

☐

For your review

☐

Reply ASAP

☐

Please Comment

Mr. L. Syon - GRAYCE

As per your request -

5- sheets

**CHESTER TOWNSHIP
CHECKLIST FOR ISSUANCE OF A CERTIFICATE
OF OCCUPANCY**

BLOCK: 7.01 LOT: 7.14 STREET ADDRESS: ¹⁴ ~~13~~ ASHLAND TERR.
OWNER OF PROPERTY: ROX CONSTRUCTION

1. Final survey with house/septic/well and seepage pit location received by Zoning official: *Jh* Dated: 12/21/00
2. Copy of Board of Health Certificate of Compliance for:
 Septic: Date approved: 12/4/00 Certificate #: 3172
 Well: Date approved: 12/4/00 Certificate #: 3171
3. COAH FEE PAID TO ZONING OFFICE: *Jh* DATE: 12/21/00
\$4,500

CHECKLIST ITEMS TO BE CERTIFIED BY TOWNSHIP

ENGINEER:

	YES	NO
1. Seeding and grading completed		☒
2. Roof leader drain piping prior to backfilling.	☒	
3. Driveway Apron completed (width of driveway from edge of pavement to R.O.W. line).	☒	
4. Roof runoff seepage pit inspection (location as per approved grading plan:	☒	
5. Conservation Easement monuments in place:	<u>N/A</u>	
6. COMMENTS: <u>NEEDS BOND FOR SEED & GRADE</u>		<u>\$5000</u>

Richard Decker
Signature of Township Engineer or his agent

DATE: 12-5-00

ALL OF THE ABOVE REFERENCED DOCUMENTS ARE REQUIRED AND THE ENGINEERING REQUIREMENTS SIGNED OFF ON BY THE ENGINEER PRIOR TO THE RELEASE OF THE CERTIFICATE OF OCCUPANCY BY THE CONSTRUCTION OFFICE.

Sarah Jane Noll
Sarah Jane Noll, Zoning Official

Dated: 12/21/00

Garden State Electrical
Inspection Services Inc.



CUT-IN-CARD

MUNICIPALITY CHESTER TWP

LOCATION 13 ASHLAND TERN UTILITY CO GRV

BLK 7.01 LOT 7.14

OWNER ROXITEL RING OCCUPANT NEW SING FAM

"Installation in the above premises has been inspected and is
in accordance with N.E.C. and DCA requirements."

☒ FINAL ☐ TEMPORARY This approval void after _____ days

DESCRIPTION OF SERVICE 320 A, 3W BUD

INSTALLED BY EDI LICENSE NO 10012A

DATE 3-26-99 PERMIT # 5/11/00 INSPECTOR [Signature]

☐ CALLED IN / /

Lic. No: 5729



CONSTRUCTION PERMIT

Date Issued 9-23-99
Control #
Permit # 326-99

IDENTIFICATION Block 7.01 Lot 7.14

Work Site Location 13 Ashland Terrace
Chester Township

Owner in Fee Roxiticus Ridge
Address P.O.Box 708
Chester, NJ. 07930

Tele. (973) 632-0203

Contractor Roxiticus Ridge

Address P.O.Box 708

Chester, Nj. 07930

Tele. () same

Lic. No. or Bldrs. Reg. No. 140924 A

Federal Emp. No. _____

is hereby granted permission to perform the following work:

- | | | |
|--|---|--|
| ☒ BUILDING | ☒ PLUMBING | ☐ LEAD HAZARD ABATEMENT |
| ☒ ELECTRICAL | ☒ FIRE PROTECTION | ☐ DEMOLITION |
| ☐ ELEVATOR DEVICES | ☐ ASBESTOS ABATEMENT | ☐ OTHER _____ |
- (Subchapter 8 only)

DESCRIPTION OF WORK:

NEW SINGLE FAMILY DWELLING

NOTE: If construction does not commence within one (1) year of date of issuance, or if construction ceases for a period of six (6) months, this permit is void.

Estimated Cost of Work \$ 530,000.00

9-10-99

Date

CONSTRUCTION OFFICIAL

PAYMENTS (Office Use Only)	
Building	<u>1611</u>
Electrical	<u>187</u>
Plumbing	<u>300</u>
Fire Protection	<u>100</u>
Elevator Devices	
Other	
DCA Training Fee	<u>184</u>
Cert. of Occ.	<u>30</u>
Other	
Total	<u>2412</u>
Check No.	<u>3007</u>
Cash	
Collected By:	<u>MRS</u>

(see reverse side)

REQUIRED INSPECTIONS

Construction work must be inspected in accordance with the State Uniform Construction Code Regulations N.J.A.C. 5:23-2.18. This agency will carry out such periodic inspections during the progress of work as are necessary to insure that work installed conforms to the approved plans and the requirements of the Uniform Construction Code.

The owner or other responsible person in charge of work must notify this agency when work is ready for any required inspections specified below. Requests for inspections must be made at least 24 hours prior to the time the inspection is desired. Inspections will be performed within three business days of the time for which they are requested. The work must not proceed in a manner which will preclude the inspection until it has been made and approval given.

☐ Required inspections for all subcodes for one and two family dwellings are the following:

1. The bottom of footing trenches before placement of footings, except that in the case of pile foundations, inspections shall be made in accordance with the requirements of the building subcode;
2. Foundations and all walls up to grade level prior to back filling;
3. All structural framing and connections prior to covering with finish or infill material; plumbing underground services, rough piping, water service, sewer, septic services and storm drains; electrical rough wiring, panels and service installations; insulation installations;
4. Installation of all finished materials, sealings of exterior joints; plumbing piping, trim and fixtures; electrical wiring, devices and fixtures; mechanical systems equipment.

☐ Required special inspections. The applicant by accepting the permit will be deemed to have consented to these requirements:

☐ A final inspection is required for each applicable subcode area before a final Certificate of Occupancy or Approval may be issued. Any violations of the approved plans and/or permit will be noted and the holder of the permit notified of discrepancies.

☐ A complete copy of approved plans must be kept on the job site.

If you do not understand any of this information, please ask.



CONSTRUCTION PERMIT

Date Issued 9-23-99
Control #
Permit # 326-99

IDENTIFICATION Block 7.01 Lot 7.14

Work Site Location 13 Ashland Terrace
Chester Township

Owner in Fee Roxiticus Ridge
Address P.O.Box 708
Chester, NJ. 07930

Tele. (973) 632-0203

Contractor Roxiticus Ridge
Address P.O.Box 708
Chester, NJ. 07930

Tele. (1) same

Lic. No. / or Bldrs. Reg. No. 140924 A

Federal Emp. No. _____

Is hereby granted permission to perform the following work:

- ☒ BUILDING ☒ PLUMBING ☐ LEAD HAZARD ABATEMENT
☒ ELECTRICAL ☒ FIRE PROTECTION ☐ DEMOLITION
☐ ELEVATOR DEVICES ☐ ASBESTOS ABATEMENT ☐ OTHER _____
(Subchapter 8 only)

DESCRIPTION OF WORK:

NEW SINGLE FAMILY DWELLING

NOTE: If construction does not commence within one (1) year of date of issuance, or if construction ceases for a period of six (6) months, this permit is void.

Estimated Cost of Work \$ 530,000.00

9-10-99

Date

CONSTRUCTION OFFICIAL

PAYMENTS (Office Use Only)

Building	<u>1611</u>
Electrical	<u>187</u>
Plumbing	<u>300</u>
Fire Protection	<u>100</u>
Elevator Devices	
Other	
DCA Training Fee	<u>184</u>
Cert. of Occ.	<u>30</u>
Other	
Total	<u>2412</u>
Check No.	<u>3007</u>
Cash	
Collected By:	<u>PK'S</u>

(see reverse side)

REQUIRED INSPECTIONS

Construction work must be inspected in accordance with the State Uniform Construction Code Regulations N.J.A.C. 5:23-2.18. This agency will carry out such periodic inspections during the progress of work as are necessary to insure that work installed conforms to the approved plans and the requirements of the Uniform Construction Code.

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☐ A complete copy of approved plans must be kept on the job site.

If you do not understand any of this information, please ask.

7-01/7-14

FIELD CORRECTION NOTICE

LOCATION 13 ASHLAND TERRACE PERMIT NO. 326-99

ISSUED TO ROXITICUS RIDGE
PERMIT HOLDER AND/OR ALL RESPONSIBLE PARTIES

NOTICE DELIVERED TO _____

Upon inspection violations of the _____ Sec. _____ were in evidence

The following orders are hereby issued for their correction: _____

NEED FIRE PERMIT up date FOR (7)

GAS APPLIANCES

5 FIREPLACES

2 HVAC IN ATTIC

[Signature]

326-99+1

PLEASE CALL FOR INSPECTION WHEN CORRECTIONS HAVE BEEN COMPLETED. ACCEPTANCE AND APPROVAL BY AN INSPECTOR OF THIS DEPARTMENT IS REQUIRED AND MUST BE CORRECTED ON OR BEFORE _____

DATE 11-21-00

BY *[Signature]*
INSPECTOR

COPY

For Frank - constr. official

879-5100

1. NJAC 5:23-2.23 (g) allows for a temporary C.O.

OK FOR
C.O. ^{ALL FINALS} APPROVAL

SEE COPY
OF APPROVAL
BY ZONING
OFFICER FOR
ISSUANCE OF
C.O.

Note: 5000 Per
Item 6

before the "entire work" covered by the permit is completed - since the "entire work" on the house hasn't been done (has it?) should Joe get only a temporary C.O.

2. NJAC 5:23-2.23 (h) requires a statement that "all work has been completed in accordance with the approved plans" to get a C.O.

Form
UCC, F270
HAS been
signed
& in file

Dwgs by
VNM Arch,
BL 7.01
Lot 7.14
DATED
8-26-99

What are the "approved plans"?

NJAC
5:23-2.16
(e)

IF "all work" hasn't been completed in accordance with the approved plans, wouldn't the statement be untrue?

No

No

IF the statement were untrue, would the C.O. be revoked?

?
Does the reg. not mean what it says, and does all the work not have to be done?

C/O REFERS TO THE UCCODE ONLY
If so, what work has to be done + what doesn't + how do we tell the difference?

?
Why do the regulations say "all"?

?
If he found that the statement required by (h)(4) were false, would he revoke the C.O., or would the false statement be O.K.?

Code ITEMS ONLY
Does the Code allow him to issue a C.O. if there is anything less than full compliance? NJAC 5:23-2.1(c).

3. NJAC 5:23-2.24

No
Is Joe's C.O. "conditioned" as required here.

✓
If the "conditions" aren't met, what happens?

IF there are not enuf "T"
pipe fittings as called
for in 4 (b)(4), should
the house have passed
the Radon Hazard Subcode
(NJAC 5:23-10.1 et seq.)?

Does detail #16 on dwg.
SD-1 reflect the Radon
Hazard Subcode?

Was this detail followed
in construction?

Where is the junction box
per NJAC 5:23-10.4 (b)(4)?

were the tops of foundation
walls capped per
NJAC 5:23-10.4 (b)(11)?

Is there an ordinance that
addresses the removal/maintenance
of topsoil by builders?
Who enforces it?
Can we get a copy?

WORK
WAS
DONE
PER
N.J.A.C.
5:23-10.4

SEE
ZONING
OFFICER

?
What does "conditioned upon" mean?

What is a "completed" project per 41(1)?

IF there is something left to do, is the project "completed"?

4. Does his office enforce
NJAC 5:23-10.1? (Radon)

Are we in group "R" (4 b)?

Since a C.O. issued, can we assume all the requirements of 5:23-10.4 were met?

Yes

Does our basement slab have an "interior foundation pipe drain" (NJAC 5:23-10.4(b)(3) or not (NJAC 5:23-10.4(b)(4)?

IF not should 41(b)(4) be followed, and if so, how many vents should there be, given the size of our basement?



27 Ironia Road, Unit 2
Flanders, New Jersey 07836
973-927-7303
973-927-4980 Fax

Radon Reduction Proposal

ROX Construction Inc.
PO BOX 708
Chester, NJ 07930

George Wustefield
973-670-0904

12/20/2000
No: 14226

Job Location: Roxciticus Ridge
14 Ashland Terrace
Chester, NJ 07930
n/a

Permit
01-19

Municipality: Chester Twp
County: Morris

Job Description

- Tie into existing builder installed sub slab vent system with one Dynavac XP261 fan. Mount fan in attic, use existing electric.
- Install one flow meter to monitor system operation.
- One full service radon retest. Type: CRM

minor work
Permit applied for.
INSPECTION Done 1-19-01
COPY PASSED

Notes:

- 1) All work areas must be made accessible for service crew prior to installation or there will be an additional charge of \$65.00 per hour (two men) added for the time it takes our staff to access work area properly.
- 2) Homeowner is responsible for scheduling appointments and meeting municipal inspectors for final building inspections (you will be notified by our office with permit information).
- 3) Prices subject to change after 60 days.

Subtotal: \$400.00
Permit Fees: \$38.00

TOTAL JOB COST: \$438.00

GUARANTEE: Radon will be reduced to below 4.0 pCi/L and will remain there for a minimum period of one year(see warranty).

WARRANTY Radon reduction contingent upon proper installation of builder system. Any additional work necessary will be at
RESTRICTIONS: an additional cost.

All material is guaranteed to be as specified. All work will be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Payment Terms: Net 30 days

System Proposed/Designed by:

David Grammer, Mitigation Specialist
NJ DEP#MIS10027/US EPA#10118/PA DER#1521

"This notice is provided to you by an organization or individual certified by the New Jersey Department of Environmental Protection to perform radon mitigation or safeguarding services. At some time in the near future, a representative of the Department of Environmental Protection may contact you to ask your permission to visit your building. The purpose of this visit would be to inspect the recently installed mitigation system. Any questions, comments or complaints regarding the persons performing these mitigation or safeguarding services should be directed to the New Jersey Department of Environmental Protection, Attention: Radon Certification Section, Bureau of Environmental Radiation, CN415, Trenton, New Jersey 08625 (1-800-648-0394)."

Acceptance of Proposal:

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

Customer Signature

Date

**CHESTER TOWNSHIP
CHECKLIST FOR ISSUANCE OF A CERTIFICATE
OF OCCUPANCY**

BLOCK: 7.01 LOT: 7.14 STREET ADDRESS: ¹⁴ ~~13~~ ASHLAND TERR.

OWNER OF PROPERTY: ROX CONSTRUCTION

1. Final survey with house/septic/well and seepage pit location received by Zoning official: *Jh* Dated: 12/21/00
2. Copy of Board of Health Certificate of Compliance for:
 Septic: Date approved: 12/4/00 Certificate #: 3172
 Well: Date approved: 12/4/00 Certificate #: 3171
3. COAH FEE PAID TO ZONING OFFICE: *Jh* DATE: 12/21/00
\$4,500

CHECKLIST ITEMS TO BE CERTIFIED BY TOWNSHIP

ENGINEER:

	YES	NO
1. Seeding and grading completed		✓
2. Roof leader drain piping prior to backfilling.	✓	
3. Driveway Apron completed (width of driveway from edge of pavement to R.O.W. line).	✓	
4. Roof runoff seepage pit inspection (location as per approved grading plan:	✓	
5. Conservation Easement monuments in place:	N/A	
6. COMMENTS: <u>NEEDS BOND FOR SEED & GRADE</u>		<u>\$5000</u>

Richard Decker
Signature of Township Engineer or his agent

DATE: 12-5-00

ALL OF THE ABOVE REFERENCED DOCUMENTS ARE REQUIRED AND THE ENGINEERING REQUIREMENTS SIGNED OFF ON BY THE ENGINEER PRIOR TO THE RELEASE OF THE CERTIFICATE OF OCCUPANCY BY THE CONSTRUCTION OFFICE.

Sarah Jane Noll
Sarah Jane Noll, Zoning Official

Dated: 12/21/00

AREA OF DISTURBANCE 44920

AREA OF HOUSE - 3736

AREA OF DRIVE - 3610

35574

÷ 9

3952

× 1.25

4940

SAY \$5000

LINDABURY, McCORMICK & ESTABROOK

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ATTORNEY
1. NJ & NY Bars 2. NJ & PA Bars
3. NJ, NY, PA & FLA Bars

Please Reply to Westfield

writer's direct dial: 908-301-5639
email: rsauer@lindabury.com

January 12, 2001

The Honorable Benjamin L. Spinelli
Municipal Building
1 Parker Road
Chester Township, NJ 07930

Re: 13 Ashland Terrace

Dear Mayor Spinelli:

My wife, Kathleen Reynolds, and I are building a home in the Roxiticus Ridge group off of East Fox Chase Road. Our new neighbors to be, Dr. and Mrs. Stephen M. Hinton, have also written you regarding questions at the development. I believe our issues dovetail quite closely with the Hintons', as they concern the substance and comprehensiveness of inspections that supposedly have or should have taken place and on which we should be able to rely.

On December 21, 2000, the very day that our builder's attorney had demanded a "Time of the Essence" (i.e., either show up or forfeit) closing, the Construction Office issued Certificate of Occupancy #326-99 for the property. Rather than the "temporary" box being checked, there was a notice that the building "ha[d] been constructed in accordance with the New Jersey Uniform Construction Code."

This blanket statement left us perplexed. N.J.A.C. 5:23-2.23(h) requires that in order for an unqualified certificate to issue, an application must be submitted stating, among other things, that "all the work" has been completed in accordance with the "approved plans". In similar fashion, N.J.A.C. 5:23-2.24(a) mandates that the completed

project be in accordance with "the approved drawings including all amendments."¹ Unless the Code means something other than what it says, we question how the unqualified Certificate could have issued in the first place. All one had to do was look at the plans for the facade of the building to see that it was incomplete. Nor was it just a question of architectural detail. The driveway was left rough graded with significant ruts, and most importantly of all, radon levels were at least 2 ½ times those deemed acceptable by EPA guidelines. This issue is of particular significance to us because our son's quarters are on the ground level. Whether the slab meets the requirements of N.J.A.C. 5:23-10.4 is still under investigation, but in any event, N.J.A.C. 5:23-10.3(b)(1)(i) would seem to place enforcement of the Radon Hazard Subcode squarely within the office of the Construction Official.

Pursuant to an earlier talk between Mr. Panek and myself, on Friday, January 5, 2001, Kathleen, also an attorney, appeared at the Construction Office. She had with her a list of questions, which were relatively few in number and went directly to some of the concerns expressed above. Not only was Mr. Panek rude and abusive; he basically refused to answer any questions at all, incredibly professed to have no knowledge of the New Jersey Administrative Code and claimed an utter lack of involvement with enforcement of the Radon Hazard Subcode.

We have subpoenaed Mr. Panek's testimony in connection with our ongoing litigation with the builder.

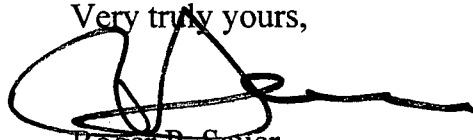
As soon to be significant taxpayers and people who plan to be around in Chester for some time to come, we find this situation to be both sad and strange. Our approach has never been accusatory; we have simply been trying to get some basic answers to some basic questions. It should hardly take a subpoenaed deposition to do this, but if that is the route we have to go, so be it. Perhaps, however, some effort could be made at the Township administrative level to address these matters. Hopefully, the inspection process ought to be something more than a rubber stamp approach where there is at best marginal compliance or worse yet, noncompliance.

¹ In comparison, N.J.A.C. 5:23-2.23(g) recognizes the validity of a "temporary" Certificate of Occupancy "before the entire work" is completed, as long as the structure can be safely occupied.

The Honorable Benjamin L. Spinelli
January 15, 2001
Page 3

Since dialogue with Mr. Panek's office appears fruitless, Kathleen and I have to look to you.

Very truly yours,



Roger P. Sauer

RPS:cm

cc: Mr. Frank Panek ✓

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Please Reply to Westfield

writer's direct dial: 908-301-5639
email: rsauer@lindabury.com

January 15, 2001

Hon. Jane M. Kenny, Commissioner
Department of Community Affairs
101 S. Broad Street
P. O. Box 800
Trenton, NJ 08625-0800

Re: Uniform Construction Code, N.J.A.C. 5:23-1.1 *et seq.*

Dear Commissioner Kenny:

My wife and I are building a home in Chester Township, which is hopefully nearing completion.

On or about December 21, 2000, the Construction Office of the municipality issued Certificate of Occupancy #326-99. As we understand the Uniform Construction Code, particularly relevant portions of N.J.A.C. 5:23-2.23 and 2.24, a distinction is made between a temporary Certificate of Occupancy and a full Certificate, the former requiring only that the building be safe for habitation, the latter requiring the completion of "all work". This would seem to be a fairly straightforward distinction.

On the other hand, the interpretation apparently given by the Chester Construction Office would seem to blur these terms. In any event, it is clear that on the date of the issuance of the Certificate, in fact even now, all the work on our new home was not finished, and the Certificate issued anyway. Is this proper? An equally important issue is enforcement of the Radon Hazard Subcode, N.J.A.C. 5:23-10.1 *et seq.* As far as we can tell, the Chester Township Construction Office does not concern itself with whether or not

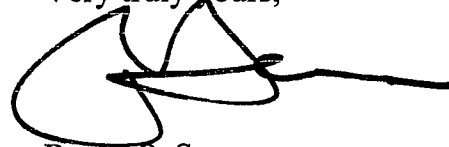
Hon. Jane M. Kenny, Commissioner
January 15, 2001
Page 2

this subcode has been met. In view of N.J.A.C. 5:23.10.3(b)(1)(i), we don't understand this either, as this section of the Administrative Code places the duty of "plan review and inspection" on the building subcode official. In any event, if things do not work in practice as stated, then whom do we look to for enforcement of the Radon Hazard Subcode?

We would appreciate your passing these inquiries along to the appropriate staff member for response.

Thank you.

Very truly yours,



Roger P. Sauer

RPS:cm

cc: The Honorable Benjamin L. Spinelli, Mayor of Chester Township
Mr. Frank Panek, Construction Official, Chester Township

McELROY, DEUTSCH & MULVANEY, LLP
ATTORNEYS AT LAW

1300 MOUNT KEMBLE AVENUE
P.O. BOX 2075
MORRISTOWN, NEW JERSEY 07962-2075
(973) 993-3100
FACSIMILE (973) 425-0161

JOHN H. SUMINSKI
Direct dial: (973) 425-8706
jsuminski@mdmlaw.com

January 18, 2001

By Telefax Only (908) 233-5078

Roger P. Sauer, Esquire
Lindabury, McCormick & Estabrook
53 Cardinal Drive
P.O. Box 2369
Westfield, New Jersey 07091-2369

Re: Reynolds v. Roxiticus Ridge, LLC (Chester)
MDM File No. C0132-1000

Dear Mr. Sauer:

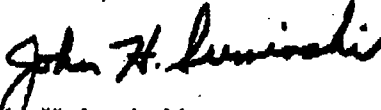
Please be advised that I am the municipal attorney for the Township of Chester. Kindly direct all communications on this matter to me and not to municipal officials or employees.

This will confirm that you have scheduled the deposition of Frank Panek for Monday, January 22, 2001, at 10:00 a.m. at the municipal building. The Subpoena Duces Tecum incorrectly identified the date as "Friday, January 22, 2001."

Also, please fax me a copy of the Complaint in this matter. Thank you for your cooperation.

Very truly yours,

McELROY, DEUTSCH & MULVANEY


John H. Suminski

cc by telefax only:
B. Spinelli, Jr., Esq.
L. Skinner
F. Panek

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3. NJ, FL & VA Bars 4. NY Bar only
5. NJ & DC Bars

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Please Reply to Westfield

writer's direct dial: 908-301-5639

email: rsauer@lindabury.com

May 7, 2002

(Via Fax)

Mr. Frank Panek, Construction Official
Chester Township Municipal Building
1 Parker Road
Chester, NJ 07930

Re: 14 Ashland Terrace

Dear Mr. Panek:

I understand from Dr. Hinton that you have scheduled an inspection for our home sometime tomorrow. Presumably, this has to do with Mr. Brodeur's letter of April 23, 2002 on our place. Although my wife and I will be out of town, as I have previously advised, Dr. Hinton has full and unqualified authority to act in our stead and do what is necessary to assist you in making the inspection.

Steve Hinton also indicated that you plan to have George Wustefeld, Mr. Marinaro's foreman, present as well. We categorically do not want this, and frankly see no reason for it. One has to assume that Mr. Brodeur's letter is sufficiently clear for you, as a trained professional, to act upon it. If this isn't the case, we assume you will take this up with Mr. Brodeur. It also occurs to me that your inspection of the Hinton's home took place with only you and Dr. Hinton present.

If you feel that any of this requires further discussion, please reach out for my partner, Bruce Ogden, and he will try to track me down in New Orleans, where we are going.

Thank you.

Very truly yours,

LINDABURY, MCCORMICK & ESTABROOK

Roger P. Sauer

RPS:cm

cc: Dr. Stephen M. Hinton (via fax)
Kathleen Reynolds, Esq.
Mr. Richard Brodeur
John H. Suminski, Esq.

188548 - 1/RPS

Rec'd 5-8-02

Violation
Notice
was
issued

Requested

And Mr. MAIZ

HAND DEL'D,
THE Violation
Notice.
It was NOT
my intent
to DO A
INSPECTION
at that
time.
REF! MAY 1 02
LETTER FROM
HINTON.



RAdata, Inc.

27 Ironia Road, Unit 2
Flanders, New Jersey 07836
973-927-7303 973-927-4980 fax
1-800-447-2366

7.01/7.14 01-19
14 Ashland Twp.
RADON Mitigation
ISSUED 1-22-01
CA " 1-31-01

May 1, 2002

Frank Panek, Construction Official
Chester Township
1 Parker Road
Chester, NJ 07930

Dear Frank,

As per our discussion, Rox Construction builds all their houses in full compliance with the Radon Hazard Sub Code. The RHSC requires that one 3" T with a solid vent riser must be installed for each 1,500 square feet of slab area, as identified in item 4 of RHSC. This is considered a minimum requirement. As is typical with industry practice, Rox Construction used line item #3 of the Radon Hazard Sub Code as an alternate upgrade. Builders use item #3 in an effort to provide their clients with a superior radon system. It is clear to see that only one vent pipe is called for when using an interior foundation drain as a manifold intake under the slab. If I can be of any assistance, please call me.

Thank you


David Grammer

C: Rox Construction

FRANK

E. Roof framing does not comply with approved design documents including but not limited to the following:

- Rafters at the rear of the main attic were to bear on a flush LVL beam. 3- 2" X 4" plates were added to the top of said beam. The rafters have no plumb cut at the "bird's mouth" and no rafter ties were installed.
- The rafters at the right side of the main attic were to bear on a 2" X 4" wall. A flush beam was added to the top of said wall without specification or detail as to connections.
- Collar ties at the main attic are installed at 32" on center. The approved design documents specify collar ties at 16" on center.
- Hangers installed at the rafters at the attic stair are designed for floor and/or ceiling joists, not rafters.
- No hangers exist at the dormer and barrel vault headers.
- Collar ties omitted at front and rear dormers.
- Hip rafters are not cut or secured in accordance with industry standards and practice. No connection specification exists for the connection between the ridge board and hip rafters.
Violations: NJAC 5:23 - 2.16(j)2., and NJAC 5:23 - 2.14 (e) 1.ii.

F. The EIFS stucco system is not installed in accordance with Manufacturer's specifications.
Violation: NJAC 5:23 - 3.6 (b)

G. Flashings at wall/roof intersections are a combination of aluminum and copper. The use of these dissimilar metals will promote corrosion instead of resisting corrosion.
Violation: CABO 703.8

H. Water conditioner discharges to waste pipe.
Violation: NSPC 9.1.8

I. The shower floors in the bathrooms at the master bedroom and finished basement bedroom are not properly pitched to the floor drains.
Violation: NSPC 7.16.6

J. Access for the pump at the whirlpool tub at the master bath is not at the pump location.
Violation: NSPC 7.9.4

7.9.3 Drainage

The arrangements of circulating piping and pumps shall not be altered in any way that would prevent the pump and associated piping from draining after each use of the fixture. See Figure 7.9.3

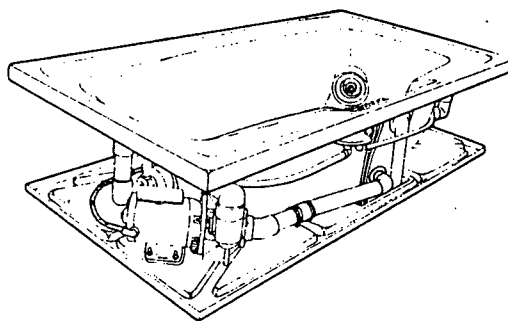


FIGURE 7.9.3 AN EXAMPLE OF A WHIRLPOOL BATHTUB

7.9.4 Access

One or more removable panels shall be provided where required for access to pumps, heaters, and controls, as recommended by the fixture manufacturer.

7.10 SHOWERS

7.10.1 Compliance

Plastic shower receptors and stalls shall comply with ANSI Z124.2. See Table 3.1.3

7.10.2 Water Conservation

Shower heads shall be designed and manufactured so that they will not exceed the flow rate for shower head specified in ANSI/ASME A112.18.1M.
EXCEPTION: Emergency safety showers.

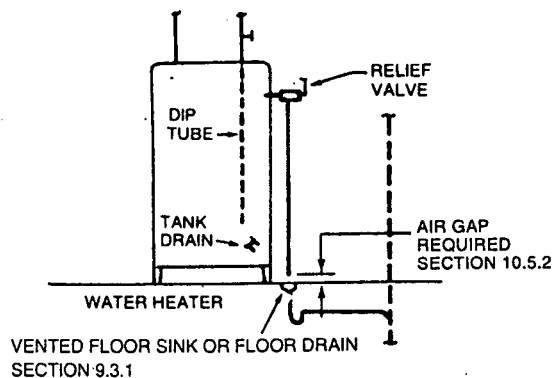
7.10.3 Control of Mixed Water Temperature

The control of mixed water temperatures shall comply with Section 10.15.6.

7.10.4 Shower Waste Outlet

a. Except for bathtubs with overhead showers, the waste outlet connection for showers shall be not less than 2 inches nominal size and have a removable strainer not less than 3 inches in diameter with 1/4" minimum openings. Waste outlets shall be securely connected to the drainage system.

b. In group showers where each shower space is not provided with an individual waste outlet, the waste outlet(s) shall be so located and the floor so pitched that waste water from one shower does not flow over the floor area serving another shower.



**RELIEF VALVE ON PRESSURE TANK DISCHARGE—
INDIRECT WASTE**

**FIGURE 9.1.5d EXAMPLES OF INDIRECT WASTE CONNECTION TO THE
POTABLE WATER SUPPLY**

NOTES: THE AIR GAP REQUIREMENT ON THESE FIXTURES OR APPLIANCES IS
REQUIRED TO ASSURE PROPER SYSTEM PERFORMANCE WITHOUT
THE RISK OF BACKFLOW

9.1.6 Walk-in Coolers and Freezers

a. If floor drains are located in walk-in coolers or walk-in freezers used for the storage of food or other products for human consumption, they shall be indirectly connected to the sanitary drainage system. Separate indirect waste pipes shall be provided for the floor drains from each cooler or freezer, and each shall discharge separately through an air gap or air break into a trapped and vented receptor. Traps shall be provided in the indirect waste pipe if required under Section 9.2.3.

b. Indirectly connected floor drains may be located in freezers or other spaces where freezing temperatures are maintained, provided that traps are not required under Section 9.2.3. Otherwise, the floor of the freezer shall be sloped to a floor drain located outside the storage compartment.

9.1.7 Medical and Other Sterile Equipment

Still, sterilizers, and other sterile equipment requiring drainage shall each discharge separately through an air gap into a trapped and vented receptor.

9.1.8 Potable Clear-Water Wastes

Discharges of potable water from the water distribution system, water storage or pressure tanks, water heaters, water pumps, water treatment equipment, boilers, relief valves, backflow prevention devices, and other potable water sources shall be indirect through an air gap.

EXCEPTION: An air break shall be permitted where the potable water supply to boilers, water-cooled equipment, heating and air-conditioning systems, and similar cross-connections is protected by a backflow prevention device in accordance with Section 10.5.

7.16.3 Size of Floor Drains

Floor drains and their branch piping shall be sized on the basis of their normal, expected flow rate. Floor drains shall be not less than 2" nominal size.

7.16.4 Required Locations for Floor Drains

Floor drains shall be installed in the following areas:

- a. Toilet rooms containing either two or more water closets or a combination of one water closet and one urinal, except in a dwelling unit.
- b. Commercial kitchens.
- c. Laundry rooms in commercial buildings and buildings having more than two dwelling units.
- d. Where required to accept indirect wastes.

7.16.5 Walk-in Coolers and Freezers

Floor drains located in walk-in coolers and walk-in freezers where food or other products for human consumption are stored shall be indirectly connected to the drainage system in accordance with Section 9.1.6.

7.16.6 Floor Slope

Floors shall be sloped to floor drains where drainage occurs on a regular or frequent basis, or as otherwise required by the Administrative Authority.

LINDABURY, MCCORMICK & ESTABROOKA PROFESSIONAL CORPORATION
ATTORNEYS AT LAWRICHARD R. WIDTH
ANTHONY J. LERUSSO
PETER A. SOMERS
WILLIAM R. WATKINS
EDWARD J. FRISCH
JOHN R. BLASI
JOHN H. SCHMIDT, JR.
DONALD F. NICOLAI
BRUCE P. OGDEN
JAMES K. ESTABROOK
JAMES D. DE ROSE
BARRY J. DONCHUE
ROBERT S. BURNEY
DAVID R. PIERCE
JAY LAVROFF
ANTHONY P. SCIARILLO*CREATED BY THE JUDICIAL COURT OF
NEW JERSEY AS A CIVIL TRIAL
ATTORNEYROBERT W. ANDERSON
ROBERT S. SCHWARTZ
STEPHEN A. SANTOLA
DONALD B. ROSE, JR.
STEVEN BACKFISCH
ROGER P. SAUER
DANIEL F. CROWE
JAMES MCGLEW II
JOHN F. GOZMAAT
RONALD M. HERSHKOWITZ
KEVIN J. RUSSELL
KATHLEEN M. CONNELLY
ERIC B. LEVINE
ATHINA LEKAS CORNELL
ELIZABETH ENGERT MANZO
ORIO K. VITALI1. NJ & NY Bar 2. NJ, NY, PA & FL Bar
3. NJ, FL & VA Bar 4. NY Bar only
5. NJ & DC BarJEFFREY R. MERLINO
CHRISTINE M. MARTINEZ
ISABEL MACHADO
ANNE B. GASIOR
DENNIS MCKEEVER
DAVID A. SALABANMARK S. KUHN
COUNSELKENNETH L. ESTABROOK
FRANCIS X. MCCORMICK
JOHN M. BOYLE
KELLY A. BRIGANTI
OF COUNSELJOSEPH S. LINDABURY
(1990-1994)53 CARDINAL DRIVE
P.O. BOX 2369
WESTFIELD, NJ 07091-2369
(908) 233-6800
FAX (908) 233-507826 BROADWAY
SUITE 2300
NEW YORK, NY 10004
(212) 742-3390
FAX (212) 269-5016

Please Reply to Westfield

writer's direct dial: 908-301-5639

email: rsauer@lindabury.com

May 7, 2002

(Via Fax)

Mr. Frank Panek, Construction Official
Chester Township Municipal Building
1 Parker Road
Chester, NJ 07930

Re: 14 Ashland Terrace

Dear Mr. Panek:

I understand from Dr. Hinton that you have scheduled an inspection for our home sometime tomorrow. Presumably, this has to do with Mr. Brodeur's letter of April 23, 2002 on our place. Although my wife and I will be out of town, as I have previously advised, Dr. Hinton has full and unqualified authority to act in our stead and do what is necessary to assist you in making the inspection.

Steve Hinton also indicated that you plan to have George Wustefeld, Mr. ~~Marinara's~~ ~~foreman~~, present as well. We categorically do not want this, and frankly see no reason for it. One has to assume that Mr. Brodeur's letter is sufficiently clear for you, as a trained professional, to act upon it. If this isn't the case, we assume you will take this up with Mr. Brodeur. It also occurs to me that your inspection of the Hinton's home took place with only you and Dr. Hinton present.

If you feel that any of this requires further discussion, please reach out for my partner, Bruce Ogden, and he will try to track me down in New Orleans, where we are going.

Thank you.

Very truly yours,

LINDABURY, MCCORMICK & ESTABROOK

Roger P. Sauer

RPS:cm

cc: Dr. Stephen M. Hinton (via fax)
Kathleen Reynolds, Esq.
Mr. Richard Brodeur
John H. Suminski, Esq.

186549 - 1/RPS

Rec'd 5-8-02

VIOLATION
NOTICE
WAS
ISSUED

REQUESTED

AND MR. MARINARO

PURPOSE
FOR NO
TO SEE
VIOLATION
LOCATION
FOR HIS CORRECTHAND DEL'D,
THE VIOLATION
NOTICE.
IT WAS NOT
MY INTENT
TO DO A
INSPECTION
AT THAT
TIME.
SEE MAY 1-02
Hinton's letter

LINDABURY, McCORMICK & ESTABROOK

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

RICHARD R. WIDTH
ANTHONY J. LaRUSSO[◇]
PETER A. SOMERS
WILLIAM R. WATKINS
EDWARD J. FRISCH
JOHN R. BLASI
JOHN H. SCHMIDT, JR. [◇]
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MARK S. KUEHN³
COUNSEL

KENNETH L. ESTABROOK
FRANCIS X. McCORMICK
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KELLY A. BRIGANTI
OF COUNSEL

JOSEPH S. LINDABURY
(1898-1984)

53 CARDINAL DRIVE
P.O. BOX 2369
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(908) 233-6800
FAX (908) 233-5078

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FAX (212) 269-5016

Please Reply to Westfield

◇CERTIFIED BY THE SUPREME COURT OF
NEW JERSEY AS A CIVIL TRIAL
ATTORNEY

1. NJ & NY Bars 2. NJ, NY, PA & FL Bars
3. NJ, FL & VA Bars 4. NY Bar only
5. NJ & DC Bars

writer's direct dial: 908-301-5639
email: rsauer@lindabury.com

May 15, 2002

Mr. Frank Panek, Construction Official
Chester Township Municipal Building
1 Parker Road
Chester, NJ 07930

Re: 14 Ashland Terrace

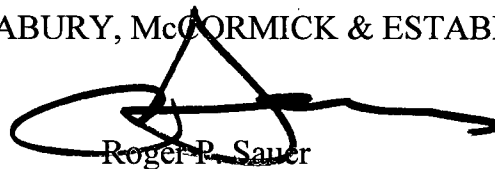
Dear Mr. Panek:

If you made any report or took any notes in connection with the recent inspection of our home with Mr. Brodeur, I would appreciate your advice as to how I might obtain a copy of these. The same request is herewith made of Mr. Brodeur.

Thank you.

Very truly yours,

LINDABURY, McCORMICK & ESTABROOK



Roger P. Sauer

RPS:cm

cc: Mr. Richard Brodeur
John H. Suminski, Esq.

Roxiticus Ridge, LLC

Phone 908-470-4141
Fax 908-470-4142

PO Box 708
Chester, NJ 07930

5/14/2002

Morris County Board of Appeals
PO Box 900
Morristown, NJ 07963-0900

Re: Reynolds Home, 14 Ashland Terrace, Chester, NJ 07930; permit # 326-99

Please be advised that we wish to appeal the Notice Of Violation that was issued on the above named home.

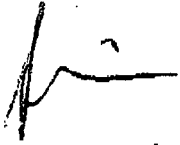
The Reynolds's have engaged in a personal vendetta against this project and me. I have been to court two times already and have another matter pending with the Reynolds's. A C.O. was issued on this property on December 12, 2000. At that time they sued me because they claimed that the CO was illegal and should not have been issued. A Settlement Agreement was reached that was affirmed by the court. In that agreement. Paragraph V, it is stated, " both expressly reaffirm their right and obligation to arbitrate in accordance with paragraph 44 of their original contract (both the settlement agreement and contract are enclosed). They also contacted H.O.W. to arbitrate issues but apparently did not like their response (letter attached).

The only intent of the Roger and Kathy Reynolds are to harass me and try to put me out of business. I hope that the State will not get dragged into a dispute that is done only for spite and not in accordance with legal agreements.

In addition I will answer each violation listed in the report.

- A. The foundation walls were reinforced and were inspected and approved by the town.
- B. Since the basement was finished, the walls also carry the beams.
- C. This is a H.O.W. matter.
- D. This is not a violation. PSL have a higher design load than LVL.
- E. These are all H.O.W. matters
- F. The EFIS was installed properly (letters attached).
- G. This is a H.O.W. matter.
- H. This is not a violation and was done after possession at the direction of the Reynolds (letter attached).
- I. This is a H.O.W. matter.
- J. This is not a violation and was done at the Reynolds request.
- K. The finished grading has not been complete due to the Reynolds not allowing access.
- L. Same as K.

Please call with any questions or comments you may have.



Joseph Marinus
Rev Construction

* Appellant reserves the right to further
supplement and amend this appeal

cc: Construction Board Members
Martin Barbato, Esq., Attorney for the Board
Mr. & Mrs. Reynolds, Owner in Fee
Rick Brodeur, State of NJ, Community Affairs
John H. Suminski, Municipal Attorney

Notice received _____, 2002

By _____ Sent via Regular Mail and Certified Mail/RRR
and Fax Transmittal 5/20/2002. ←

MORRIS COUNTY CONSTRUCTION BOARD OF APPEALS

**P.O. Box 900
Morristown, NJ 07960
Phone:(973) 829-8102
Fax: (973) 326-9025
May 20, 2002**

CONSENT TO EXTENSION OF TIME FOR DECISION

Please sign and return to:

Morris County Construction Board of Appeals
P.O. Box 900
Morristown, NJ 07963-0900

Re: Rox Construction Company, LLC v. Township of Chester MC#2002-10.

Pursuant to N.J.S.A. 5:23A-2.3 (b), time for the Board to issue its decision may extend beyond the statutory time period, consistent with the Board's standard hearing schedule and practice.

Dated: _____

(Applicant/Attorney)

Address: _____

Hearing Date: **Thursday May 23, 2002**
Time: **7:30 P.M.**

REYNOLDS AND BAKER
ATTORNEYS AT LAWBENNETT J. BAKER
KATHLEEN REYNOLDS

ALEXANDER W. HARRIS

33 NORTH DEARBORN STREET
SUITE 2350
CHICAGO, ILLINOIS 60602TELEPHONE (312) 269-0011
FAX (312) 269-0112FACSIMILE TRANSMITTAL SHEETDATE: 4/29/99

TO: Leigh Hill
FAX NO: 908-832-6107
FROM: K. Reynolds
RE: Contract

NUMBER OF PAGES INCLUDING THIS SHEET: 19PLEASE CONTACT _____ AT (312) 269-0011 IF YOU HAVE
PROBLEMS RECEIVING THIS TRANSMISSION.*Leigh -*

Neither of the spec sheets show the builder's standards for the wet bar sinks & faucets and the powder rooms' pedestal sinks, so I guess we need a rider for that. Lydia said that could be done during attorney review.

Also, make sure to fax her the binder extension by tom'w. Thanks!

Bon voyage - have fun -

K.

Joe Att - 584-0190
Joe Att Fax 584-1988

PAGE 08

CONTRACT TO BUILD AND SELL REAL ESTATE DWELLING ROXITICUS RIDGE

This Contract for Sale is made on _____, 1999.

BETWEEN: Roxiticus Ridge, LLC, referred to as Seller, whose address is: PO Box 708,
Chester, New Jersey 07930

Seller's Attorney: Carl F. Wronko, Esq.

AND: *Ms Kathleen Reynolds* referred to as Buyer, whose
address is *2909 N. Paul Grove, Chicago Ill 60657*
Telephone # *773-327-7903*

Buyer's Attorney:

Telephone #:

The words "Buyers and "Seller" include all Buyers and Sellers listed above.

1. PURCHASE AGREEMENT. The Seller agrees to build and sell and Buyer agrees to buy the property and dwelling described in this Contract.
2. PURCHASE PRICE. The purchase price is \$ *1,200,500*
3. PROPERTY. The property to be sold consists of the land and home to be built in accordance with the plans and exhibits attached hereto. The real property to be sold is commonly known as Lot and Block , in the Township of Chester, Morris County New Jersey.

Address:

4. PAYMENT OF PURCHASE PRICE. The Buyer will pay the Purchase Price as follows:

Initial Deposit of ¹⁰ ~~15~~ % to be paid as follows	on \$ <i>1,062,500</i>
A. Upon signing of this Contract:	\$ <i>5000</i>
B. Within 7 days of signing Contract:	\$ <i>101,250</i>
TOTAL DEPOSIT	\$ <i>106,250</i>
UPON CLOSING OF TITLE	\$ <i>1,094,250</i>
TOTAL PURCHASE PRICE	\$ <i>1,200,500</i>

Balance to be paid at closing of title in cash or by certified or bank cashier's check.

Buyer represents that Buyer has sufficient monies available over and above the mortgage amount to close title.

5. DEPOSIT MONIES. All deposit monies will be released to the Seller on execution of this Contract, to be used for construction of contract dwelling.
6. TIME AND PLACE OF CLOSING. The closing date cannot be made final at this time. The Buyer and Seller agree to make *Aug 1st 2000* the estimated date of closing, subject, however, to provisions of Paragraph 22. Both parties will cooperate so the closing can take place on or before the estimated date. In the event the Certificate of Occupancy is not obtained prior to the date set forth above, closing shall automatically be extended until the Certificate of Occupancy is issued. Buyer shall be required to close title within fourteen (14) days following notification by Seller of the scheduled closing date, which the parties will deem to be of the essence. Should the Seller grant any extension of time after the 14-day notice is mailed to the Buyer at Buyer's above address, it shall be at an additional cost of \$150.00/day. If the delay in issuance of the Certificate of Occupancy extends beyond one hundred and eighty (180) days from the date set forth above, the Buyer shall have the right, within ten (10) days of the aforesaid date, to terminate this Agreement by written notice to the Seller. In this event, all deposit monies would be returned to the Buyer, without interest, and the parties hereto would be released from any further obligations with respect to this Agreement. The closing will be held at the office of the seller's attorney, Carl F. Wronko, Esq. If closing must take place outside of the office of Carl F. Wronko, then Buyer shall pay the sum of \$250.00 to seller's attorney for attendance at a closing in New Jersey and \$350.00 in the event closing must occur outside of New Jersey.
7. TRANSFER OF OWNERSHIP. At closing, the Seller will transfer ownership of the property. In this sale, the Seller agrees to give the Buyer a properly executed Deed and Affidavit of Title. Any mortgage affecting the Property shall be released or discharged as to said Property upon closing of title and said release or discharge shall be paid out of the proceeds of the closing. The Buyer acknowledges that no executed releases or discharges will be available at the closing of title to release or discharge the Property. Rather, the amount to release the Property from the lien of the construction or any other mortgage, shall be paid out of the proceeds of the closing and forwarded to the bank together with a Release of Part of Mortgaged Property to be executed by the bank and then forwarded to the Buyer's attorney for recording, for which the Buyer's attorney shall be paid \$30.00 out of the closing. Seller shall provide at the time of title closing a statement from the lending institution setting forth the amount of monies necessary to obtain the release or discharge.
8. TYPE OF DEED. A Deed is a written document used to transfer ownership of property. In this sale, the Seller agrees to give the Buyer, and the Buyer agrees to accept a Deed known as a Bargain and Sale Deed with Covenants Against Grantors Acts.
9. PHYSICAL CONDITION OF THE PROPERTY. The property is being sold as new construction.
10. INSPECTION OF PROPERTY. The Seller's liability insurance coverage prohibits granting unaccompanied access to the dwelling during construction. The Buyer will be granted access to the dwelling on a once a week basis, provided he or she

is accompanied, by the Seller's Job Superintendent. An appointment must be made 48 hours in advance with Seller's Job Superintendent, who will be available Monday through Friday, 8:30 AM to 4:00 PM. Any questions the Buyer has regarding construction will be answered at this time. It is requested that these visits be limited to one hour or less.

11. BUILDING AND ZONING LAWS. The Buyer intends to use the property as a single family home. The Seller states that this use does not violate any applicable zoning ordinance, building code, or other law. The Seller will obtain and pay for all inspections required by law. This includes any municipal "certificate of occupancy."
12. FLOOD AREA. The Federal and State governments have designated certain areas as "flood areas." This means they are more likely to have floods than other areas. The Buyer may, at Buyer's expense, obtain a "Flood Area Certification" and if the property is in a flood area, the Buyer may cancel this Contract within ten (10) calendar days of the date of this Contract and obtain return of all deposit monies.
13. OWNERSHIP. The Seller agrees to transfer, and the Buyer agrees to accept ownership of the property, free of all claims and rights of others except for:
 - A. the rights of utility companies and others to maintain pipes, poles, cables, wires and appurtenances over, on and under the streets or rights-of-way or running to any house or other improvement on the property provided that the premises can continue to be utilized as a single family home.
 - B. recorded agreements which limit the use of the property, unless the agreements:
 - (1) are presently violated;
 - (2) provide that the property would be forfeited if the agreements were violated; or
 - (3) unreasonably limit the normal use of the property; and
 - C. all items included as part of the description of the property. In addition to the above, the ownership of the Buyer must be insurable at regular rates. Buyer may obtain from Carroll Title Agency (973-523-8100) agency licensed to do business in the State of New Jersey, a title insurance policy for the property for the benefit of the Buyer and Lender.
14. CORRECTING TITLE DEFECTS. If the property does not comply with Paragraph 13 of this contract, the Buyer shall notify the Seller within 30 days of the date of this agreement and give 30 days to make it comply. If the property still does not comply after that date, the Buyer may cancel this contract or give the Seller more time to comply. If Buyer cancels this contract as set forth herein, Seller will return all deposit monies to Buyer. In the event that title is unmarketable or not insurable at ordinary rates, Buyer's sole remedy is to receive a return of the deposit and thereafter the parties shall have no further liability to each other for any damages incurred as a result thereof.
15. GENERAL IMPROVEMENT COSTS: Seller represents that it has paid for, or arranged to pay for all improvements to the premises required by the municipality, incident to the approvals relating to the development, including

storm sewers, roads, curbs, utility installation expenses, hook-up charges for the utilities.

16. ADJUSTMENTS AT CLOSING. The Buyer and Seller agree to adjust the real estate taxes and utility use charges, if applicable, as of the closing date. Any utility deposits or utility company meter charges shall be the responsibility of the Buyer.
17. EXTRAS OR CHANGES. Changes, additions or deletions disrupt the continuity of scheduling materials and subcontractors and can frequently delay completion. Verbal requests for changes or extras can result in misunderstanding and an incorrect final result. Requests for extras must be made in writing by the Buyer to the Seller. The Seller will quote a price, if possible, or, if not, the extras will be done on a time and material cost basis plus 25%. Extras must be paid for at the time the Buyer authorizes same. Seller shall not be obligated to return to Buyer monies paid for extras or changes under this paragraph. This paragraph will be strictly enforced. The Buyer will be billed for time lost if job is delayed while Buyer is deliberating on extras or changes.

If the Seller does not install an extra ordered by the Buyer or if the Seller does not make a change in construction ordered by the Buyer, the Seller's only responsibility will be to give the Buyer a credit at the closing for the extra or change which was ordered and paid for but not installed or made. The credit will never exceed the price the Buyer agreed to pay for the extra or change. However, in the event of the inability of Seller to obtain such extras or upgraded products, Seller shall also have the right to substitute other materials of comparable quality, utility or color.

The Seller is not responsible for any upgraded products or changes ordered directly from the Seller's contractors or subcontractors. In addition, the Seller is not responsible to the Buyer if the contractor or subcontractor does not perform or complete any agreement with the Buyer. The Buyer shall look solely to the contractor or subcontractor for performance or damages.

18. ALLOWANCES. All allowances given on the allowance schedule are total amounts which include selling price, sales tax, and installation where applicable. Allowances are specifically to be used at vendors designated by the Seller. Under certain special circumstances, the Buyer may request authorization to purchase items covered by the allowance schedule from the Buyer's own sources. Given the authorization, those items to be purchased from other sources are to be delivered to the job by the Buyer at the appropriate time and are to be prepaid by the Buyer. A credit will be issued to the Buyer at closing for items the Buyer supplies in this manner. Should the municipality, Buyer or site condition require any retaining walls, guard rails, soil stabilization, tree removal, off-site fill and/or top soil, it shall be considered a finish landscape item and adjusted against the landscape allowance and appropriate extra or credit issued.
19. A. SPECIFICATIONS. The specifications, (Exhibit "B") attached hereto, supersede and take preference over the plans. The reason for this is that, in some cases, the plans will designate material such as siding, roofing, flooring, etc. which were the architect's arbitrary selection at the time the plans were drawn and may not be the final materials selected and agreed to by the Buyer and Seller at the time of pricing and quoting the project, and signing of contract.
- B. CONSTRUCTION AND CHANGES. The Seller agrees to build the Buyer's home substantially similar to the specifications (Exhibit B) attached hereto. The

Buyer acknowledges that Buyer has had ample opportunity to inspect and examine the floor plans and model, if applicable, mentioned above. During the course of construction, however, it may be necessary for the Seller to vary from the floor plans but not materially affect the size of any room nor the number of rooms or to substitute materials. In such a case, the Seller has the absolute right to do so, provided, in the case of substituted materials, they are of substantially comparable quality to those initially proposed by Seller. It may also become necessary for the Seller to make certain changes in the construction of the Buyer's home. The Seller has the absolute right to do so, provided any changes will be in accordance with local building codes. This may include the location of the Building on the property and the right to reverse the Building from left to right (this is known as a mirror image). The Seller will also have the right to change the location, for example, of the utilities which service the Building, the location of the utility meters, the furnace, the chimney, hot water heater, air conditioning, if any, fireplace, if any, sewers, electric lines, telephone lines, gas lines, and overhead or underground wires, if any, all of which shall be determined during construction, based on field conditions as well as the decisions of the Seller's engineer and/or the municipal authorities. None of the above changes shall give the Buyer the right to cancel this Contract.

20. INSPECTIONS AND WARRANTY.

A. The Seller agrees to provide Buyer at closing with a new home warranty which conforms to all requirements as promulgated by the New Jersey Department of Community Affairs. The Home Owners Warranty Corporation (HOW) book of approved standards will be accepted and recognized as the criteria governing warranty claims and work.

B. It will be the Buyer's responsibility to arrange for an inspection of the Property with Seller. The inspection may only be conducted by the Buyer and shall take place within seventy-two (72) hours prior to the time of closing, and the Buyer must be accompanied by the Seller's construction representative. At that time, the Buyer shall list on a pre-closing inspection list, items that are in need of repair or completion. This list shall be signed by both the Seller's construction representative and the Buyer. After delivery of title, Buyer may find items which may need service or adjustment, (per "Approved Standards"). Seller will service and adjust these items following receipt of a list of said items from Buyer, subject to the condition that said list is furnished to the Seller within 30 days of the date of delivery of title. Callbacks cannot be made on weekends. The Buyer must be home to provide access to the tradesman. Work cannot be performed without the Buyer being present.

C. In no event shall the Seller be responsible for any damages or any other costs incurred by the Buyer beyond the obligation to service as set forth herein. In addition, the Seller expressly disclaims liability for any consequential damages arising out of any breach of warranty and as such, Seller shall not be responsible in the event any person suffers property damage due to a defect in a warranted item. The Buyer hereby acknowledges that the Seller shall not be liable for consequential damages.

D. Seller's obligation as to specific items is stipulated below:

(1) Sheet Rock - Nail pops are a natural by-product of drywall construction and result from the drying and shrinking of lumber in the house. Seller does not warranty against nail pops.

(2) Sheetrock Cracks - Drying and shrinking, including areas around metal corner beads, cannot be avoided. The Seller will make one return call after the first thirty days of the warranty to repair, on a one time basis, cracks or exposed metal corner beads, (not nail pops). The Seller will not make repeated return visits under this category.

(3) Sticking or Warping Doors - All wood or wood doors are subject to warping or sticking as drying takes place in a new home. Seller will make one return visit to plane and/or adjust doors after the first thirty days of occupancy, if necessary.

(4) Items Supplied by Buyer - Seller does not warrant, and is not responsible for any items supplied by Buyer.

(5) Erosion - Some erosion must be expected around a new home until appropriate landscaping takes hold. Minor erosion repair or restoration is part of homeowner maintenance and not covered under warranty.

21. UTILITIES. Seller shall be permitted to locate utility and electric service installation as Seller finds expedient.

22. DELAY IN COMPLETION. In the event completion is delayed due to Acts of God, inclement weather, strikes, lockouts, or other labor disputes, Acts of War, emergency proclamation, or governmental regulation affecting either Seller or Seller's suppliers of material or labor, or for any reason beyond Seller's control, it is agreed that the closing date hereunder, shall be extended for a period of time sufficient to enable Seller to complete the building in accordance with this contract. In the event any of the foregoing make the performance of this Agreement by Seller impossible for a period of two years from the date of execution of this Contract, the Seller shall have the right to terminate this Agreement upon notice to Buyer and all deposit monies, without interest, shall be returned to the Buyer. Under no circumstance shall the Seller be liable to the Buyer for damages, monetary or otherwise, due to any delay in completion or closing of title based upon the above causes. However, if a Certificate of Occupancy is not issued within one hundred and eighty (180) days from the date set forth above, the Buyer may void this Agreement by providing written notice to the Seller within ten (10) days following the one hundred eighty (180) day period. In this event, the Seller's sole obligation shall be to return deposit monies without interest within ten (10) business days.

23. DEFAULT OF SELLER. In case the Seller is unable to convey title as herein set forth, or if Seller fails to comply with any of its obligations contained herein, then the sole liability of the Seller under this contract shall be the return to the Buyer of the monies paid as a deposit, without interest and there shall be no further liability on the part of the Seller to the Buyer except to reimburse Buyer for reasonable outlays Buyer may have incurred for title examination provided, however, the Buyer shall have the right to take such title as Seller can convey and complete the closing of title under the terms and conditions provided herein, without an abatement of the purchase price.

24. DEFAULT OF BUYER. In the event Buyer fails to make any payments due under this Agreement, fails or refuses to sign any documents required to close title, refuses to pay any costs required by this Agreement or fails to keep any promises made by the Buyer pursuant to this Agreement, the Seller shall provide written notice of Buyer's failure (also known as a default). If Buyer fails to correct said default within ten (10) days after receipt of notice from Seller, the Seller may

terminate this Agreement, retaining all monies paid and/or promised to be paid by Buyer, to a maximum amount of ten (10) percent of the purchase price. In addition, Seller shall retain the full cost of any installed extras that were requested by Buyer. The amount retained by the Seller shall be considered "liquidated damages" based upon an understanding between the parties hereto that the Seller will have suffered damage due to the withdrawal of this Building from sale to the general public. The damages suffered by the Seller as a result will be substantial, but incapable of determination with mathematical precision. It is agreed by the parties that the amount retained by the Seller is not a penalty but rather a mutually beneficial estimate of damages suffered by Seller.

25. SELECTIONS. Where the Seller has not already made selections, the Buyer will have the right to select colors, floor coverings, and other optional items listed on the Seller's form entitled "Customizer and Option Sheet." This form, known as Exhibit "C," is deemed to be a part of this contract, whether executed before or after the execution of this contract. Buyer agrees to complete all selections within 15-days of the seller's requesting same. The selection shall be final. Should Buyer fail to make these selections within 15 days, Seller shall make selections. Payment for charges and extras is due at the time of authorization. If the Buyer changes a color selection after Buyer makes a decision, the Seller is not responsible if it cannot comply with the second selection of the Buyer and the Buyer must close with the first selection. Any selection by the Buyer of any color or option must be signed by the Buyer and Seller. The Seller is not bound by any selection or change in selections unless it is signed by both the Buyer and Seller and the item is not yet ordered or installed. Seller shall not be responsible for any selection by Seller or for any difference or change in color, tint, shading, discoloration, or toning between samples of products displayed to Buyer or merchandise ordered by either Buyer or Seller, and actually delivered and/or installed. Seller shall in no way be responsible for any product or selection made by Buyer through any supplier selected by Buyer. In the event of the inability of Seller to obtain such selections or options, Seller shall have the right to substitute other materials of substantially similar quality, utility or color. All external colors to the Property shall be selected by the Seller at its sole and absolute discretion. Buyer agrees to pay for all options, extras and upgrades upon selection of such option, extra or upgrade.

The Seller reserves the right to substitute any materials, equipment and/or appliances of substantially similar or better quality whenever Seller deems it to be expedient or necessary to do so. Buyer acknowledges that no workers or subcontractors of any type employed by the Buyer shall be permitted into the Building prior to closing of title.

26. TREES. Seller will leave as many trees on site as he deems possible, and assumes no responsibility for trees dying, or the removal of same.

27. RISK OF LOSS OR DAMAGE.

A. Should the structure be partially damaged by fire, storm, or other casualty, between the date of contract signing and the date of closing of title, this Agreement shall not be impaired. Any such damage shall be the responsibility of the Seller and Seller shall be obligated to repair the damage. All terms and conditions of this Agreement shall remain enforceable.

B. In the event the structure is substantially or totally damaged as a result of fire, storm, or other casualty, the Seller shall have the option to repair all damage at Seller's own cost or the Seller may void this Agreement and refund all deposit

monies to Buyer, without interest. In the event Seller chooses to repair the damage, the time for completion of the structure shall be extended for the period of time that Seller reasonably requires to complete all repairs. The Seller shall give the Buyer notice within sixty (60) days of the occurrence as to whether the Seller shall be voiding the contract or repairing the damage.

C. In the event the Seller chooses to repair the damage, Seller shall notify the Buyer of the revised estimated completion date. In the event said notice states that completion will be delayed by more than six (6) months from the estimated closing date contained herein, the Buyer may then cancel the contract and receive a refund of deposit monies, without interest, within ten (10) business days.

28. NO ESCROWS AT CLOSING. It is the responsibility of the Buyer to have available all funds for the closing. No escrow will be allowed pending completion or correction of any work.

29. ATTORNEY REVIEW.

(a) Study by Attorney

The Buyer or the Seller may choose to have an attorney study this Agreement. If an attorney is consulted, the attorney must complete his or her review of the Agreement within a three-day period. This Agreement will be legally binding at the end of this three-day period unless an attorney for the Buyer or the Seller reviews and disapproves this Agreement.

(b) Counting the Time

You count the three days form the date of delivery of the signed Agreement to the Buyer and Seller. You do not count Saturdays, Sundays or legal holidays. The Buyer and the Seller may agree in writing to extend the three-day period for an attorney review.

(c) Notice of Disapproval

If an attorney for the Buyer or the Seller reviews and disapproves this Agreement, the attorney must notify the REALTOR and the other party named in this Agreement within the three-day period. Otherwise, this Agreement will be legally binding as written subject to the seven day right of rescission stated in Article 40 of this Agreement. The attorney must send the notice of disapproval to the Realtor by certified mail, by telegram, or by delivering it personally. The telegram or certified letter will be effective upon delivery to the Realtor office. The attorney may also, but need not, inform the Realtor of any suggested revision(s) in the Agreement that would make it satisfactory.

(d) The three-day period stated in this Article 29 is part of the seven day rescission period stated in the following Article 40.

30. DESCRIPTION OF DWELLING TO BE BUILT. MODEL - *Attached*

31. NO POSSESSION UNTIL CLOSING. The Buyer does not own the Property until the closing of title and the payment of all monies due the Seller. Therefore, the Buyer agrees to stay off the property unless accompanied by a representative of the Seller as provided in Paragraph 10 hereof. Also, the Buyer will not allow any person on the Property to do any work on the Property, to deliver any furniture or other personal property for storage or installation in or on the Property. The Buyer is aware that a construction site is very dangerous and that if Buyer chooses to enter on the site, Buyer assumes the responsibility for Buyer's own safety, as well as the safety of companions and family members.

32. MORTGAGE FINANCING. Buyer agrees that Buyer will submit a mortgage application to a lender of Buyer choice, within ten (10) days of the date of the execution of this contract, for a mortgage in the amount of \$~~900,000~~ at the prevailing rate of interest, plus origination fee, if any. The Buyer agrees to accept any commitment for a mortgage under the described terms and agrees to fulfill any conditions contained in the commitment. In the event the Buyer notifies the Seller within forty-five (45) days from the date of execution of this agreement that the mortgage commitment has not been received and provide Seller with written proof of a timely application and written proof of a denial of the mortgage application, or advise the Seller that Buyer is still awaiting a determination on the promptly filed application, Seller may elect to return the deposit and cancel the agreement, or Seller may direct buyer to reapply to another lending institution for a mortgage, or may grant an extension of time to receive confirmation of the commitment which was applied for. Seller may also, at its option, take back a mortgage for the amount of money buyer has applied for. The failure of the Buyer to abide by the terms of this provision shall constitute a default under this agreement. If the contract is voided by Seller, all monies paid under this agreement by the Buyer shall be returned to the Buyer. If the Buyer does not give notice by the forty-fifth (45th) day from the date of execution of this agreement of his inability to obtain mortgage financing, the Buyer shall be deemed to have waived the mortgage contingency. The Buyer agrees to pay all charges of the mortgage lender including origination fees or placement fees.
33. COMPLETE AGREEMENT. This contract is the entire and only agreement between the Buyer and the Seller. This contract replaces and cancels any previous agreements between the Buyer and Seller. This contract can only be changed by an agreement in writing signed by both Buyer and Seller. If the Buyer fails to pay the balance of the deposit monies by the due date, the Buyer will be in breach of the contract and the Seller will be free to sell the house to another purchaser and retain the initial deposit monies as liquidated damages. Buyer acknowledges that this Agreement shall not be recorded or filed in any court or public office and that this Agreement, or any of its parts, will not encumber title in the event Buyer records or files this Agreement in direct contravention of this paragraph.
34. PARTIES LIABLE. This contract is binding upon all parties who sign it and to all who succeed in their rights and responsibilities.
35. NOTICES. All notices under this contract must be in writing. The notices must be delivered personally or mailed by certified mail, return receipt requested, to the other party at the address written in this contract, or to that party's attorney.
36. PRIORITY. It is agreed that this contract is subject and subordinate to any mortgage now or hereafter placed upon said premises for any sum of money loaned or to be loaned to Seller. Said mortgage shall be cancelled or the premises released at closing of title.
37. ASSIGNMENT. This contract shall not be sold, assigned, or transferred without the prior written consent of the Seller endorsed hereon.
38. BROKER. The parties acknowledge that only the named realtor has been involved in this transaction as a real estate agent.

Broker:

39. CONTRACT DOCUMENTS. This Contract consists of four (4) documents.

EXHIBIT A: Contract

EXHIBIT B: Specification

EXHIBIT C: Customizer and Option Sheets

EXHIBIT D: Brochure Plan

40. NOTICE TO THE BUYER. You have the right to cancel this Contract for the purchase of a dwelling unit, without cause, by sending or delivering notice of cancellation to the Seller by midnight of the seventh (7th) calendar day following the day on which the Contract was executed. Such cancellation is without penalty and any monies paid by you shall be promptly refunded in the entirety.

41. LEGAL REPRESENTATION. Buyer acknowledges that Seller's attorney represents the Seller only and does not represent the Buyer. Thus, Seller urges Buyer to secure legal counsel at Buyer's expense, in order to better protect Buyer's interests.

42. PARTIAL INVALIDITY. In the event any term, condition or promise contained in this Agreement is declared invalid by a court of competent jurisdiction, the remaining terms, conditions and promises shall remain in full force and effect.

43. SUBORDINATION AND ASSIGNMENT.

A. The Buyer acknowledges that all terms of this Agreement are subject and subordinate to the lien of any land, improvement or building mortgage(s) executed before or after this Agreement, as well as any advances made under the terms of said mortgage(s) regardless of whether the advance was made before or after the date of this Agreement. This subordination shall apply whether the advances are voluntary or involuntary and whether made in accordance with the mortgagees' schedule of payments or accelerated thereunder by virtue of the lender's right to make advances before they become due, in accordance with the schedule of payment. In any event, the Seller represents that all mortgage liens affecting the structure shall be released or discharged prior to or at closing.

B. The Buyer may not assign or in any way transfer this Agreement. Any attempted or purported assignment of the Buyer's rights and/or interests in this Agreement may result in the termination of the Agreement by Seller and in that event, Seller may retain all monies paid or promised to be paid by Buyer to a maximum of fifteen (15%) percent of the purchase price, in addition to the full cost of any installed extras. This retained amount shall be deemed to be the agreed upon amount of damages suffered by the Seller.

44. DISPUTES. Any disputes arising in connection with this Agreement or in relation to any amendment to this Agreement, either before or after closing of title other than claims under the Homeowners Warranty policy, shall be heard and determined by arbitration before an arbiter of the American Arbitration Association in Morris County. The decision of the arbiter shall be final and binding on all parties. Costs of arbitration shall borne equally between the Seller and the Buyer. This clause shall survive closing of title.

45. RIGHT OF ENTRY. Buyer hereby grants to Seller the irrevocable right to enter into, upon, over and under the Property conveyed, for such purposes as may be reasonably necessary for Seller or its agents to complete the development of which this residence is a part, or for repairs or emergency matters, or pursuant to governmental order or requirement. This irrevocable right shall survive delivery

of the Deed and shall be in addition to, and not in limitation of, any other rights or powers conferred upon the Seller or its successors in any other documents referred to herein. This right of entry shall expire two (2) years from the date of title closing with respect to this residence.

46. MODEL DISPLAYS AND RENDERINGS.

A. Buyer hereby acknowledges that all furnishings, light fixtures, outlets, special tiles, ceramic and vinyl, mirrors, carpeting, decorations and wall coverings in the model units are for display purposes only and are not included in this Agreement.

B. Buyer further acknowledges that the artist's rendering, if any, displayed in the sales office, may indicate different roof lines, color, location of cultured stones or bricks, landscaping, etc., than actually will be constructed. It is agreed between the parties that in the event that changes of this nature occur, Seller warrants only the construction and material of the structure and that any style change or other change of this nature that occurs is acknowledged and accepted by the Buyer.

47. MEGAN'S LAW STATEMENT. Under New Jersey law, the county prosecutor determines whether and how to provide notice of the presence of convicted sex offenders in the area. Sellers and, in their professional capacity, real estate licensees, are not entitled to notification by the county prosecutor under Megan's Law and are unable to obtain such information for you. Upon closing, the county prosecutor should be contacted for such further information as may be disclosable to you.

48. CAPTIONS. The captions, titles, articles or paragraph headings contained in this Agreement are inserted for convenience only, and are in no way construed as part of this Agreement or as a limitation of the scope of the particular provision to which they refer.

49. USE OF TERMS. It is understood between the parties that the words "Seller" and "Buyer" throughout this Agreement shall include the parties to this Agreement, whether singular or plural, masculine or feminine, whether individuals, partnerships, associations or corporations.

50. NOTIFICATION REGARDING OFF-SITE CONDITIONS. Pursuant to the "New Residential Construction Off-Site Conditions Disclosure Act", P.L. 1995, c. 253, sellers of newly constructed residential real estate are required to notify purchasers of the availability of lists disclosing the existence and location of off-site conditions which may affect the value of the residential real estate being sold. The lists are to be made available by the municipal clerk of the municipality within which the residential real estate is located and in other municipalities which are within one-half mile of the residential real estate. The address(es) and telephone number(s) of the municipalities relevant to this project and the appropriate municipal offices where the lists are made available are listed below. Purchasers are encouraged to exercise all due diligence in order to obtain any additional or more recent information that they believe may be relevant to their decision to purchase the residential real estate. Purchasers are also encouraged to undertake an independent examination of the general area within which the residential real estate is located in order to become familiar with any and all conditions which may affect the value of the residential real estate.

The purchaser has five (5) business days from the date the contract is executed by the purchaser and the seller to send notice of cancellation of the contract to the

seller. The notice of cancellation shall be sent by certified mail. The cancellation will be effective upon the notice of cancellation being mailed. If the purchaser does not send a notice of cancellation to the seller in the time or manner described above, the purchaser will lose the right to cancel the contract as provided in this notice.

MUNICIPALITY: _____
 ADDRESS: _____
 TELEPHONE NUMBER: _____

DATE SIGNED:

4/29/99

Kathleen Reynolds
 Buyer

 Buyer

ROXITICUS RIDGE, LLC

By: Joseph P. Marinaro,

BROKER'S COMMISSION: The Seller agrees to pay a commission fee of \$47000. This commission is not earned, due, or payable until the Title is transferred to the Buyer and the Buyer has paid the purchase price in full to the Seller.

Date:

Aug 19 1999
 Broker

 Seller

Kathleen Reynolds
Buyer
Seller

Superior Features

4/29/99
DATE

General Construction

- Foundation (14 courses of block)
- French drains
- Basement subfloor venting system

Framing

- Framing Douglas fir boca approved lumber
- Micro-laminated structural girders
- TJI silent floor joists
- Exterior wall sheathing 1/2" CDX plywood
- Subfloor 3/4" fir sturdi-floor plywood T&G glued and nailed
- 10 ft. ceiling height first floors; 9 ft second floor

Roofing

- 40 year dimensional fiber glass shingles
- Copper flashing on all chimneys
- Copper roof on all bay windows (front only)

Insulation

- Attic floor R-30
- Exterior walls R-15
- Sound insulation around all bathrooms, bedrooms & waste pipes

Windows and Doors

- Weathershield or Andersen Tilt-in insulated windows with screens and Colonial grills or equal
- Mahogany front entry door/sidelights (as shown)
- Raised panel steel or wood insulated garage doors

Siding and Exterior Trim

- Brick and stucco as shown (front only)
- Wrapped trim as shown (or wood)
- Cedar sides and rear

Flooring

- Marble - first floor foyer, hall, powder room
- Ceramic tile - kitchen and laundry
- All other rooms 2 1/4" #1 common white oak, sanded and stained with 2 coats of polyurethane finish
- Second floor carpet throughout
- All ceramic tile in secondary bathrooms
- Marble in master bath

Interior Trim and Doors

- Dining room - 5 1/4" crown, 3 1/2" casing, 3" Norman chair rail, 1 5/8" wainscoting applied moldings, and dining room to include decorative ceiling medallion
- Foyer - 3 1/2" casing, 3" Norman chair rail, 1 5/8" wainscoting applied moldings, decorative stair trim
- First floor 5 1/4" crown except in laundry and pantry
- 3 1/4" casing paint grade
- 5 1/3" base paint grade
- Raised panel solid core painted doors
- French doors as shown
- Schlage lever hardware
- Dexter Plymouth Front entry door hardware
- 8 ft. high custom built bookcases in library

Other

- Sheetrock glued and screwed
- All finished walls primed and 2 coat flat latex paint
- All wood trim primed and 2 coat semi-gloss
- Sunken Family Room and Living Room (10 ft. height) as shown
- One Family Room fireplace/masonry with wood mantle. All other fireplaces per plan (marble surround - zero clearance)
- Oak treads, pine risers/stringers, oak railing on both stair to second floor
- Mirrors in all baths over vanity except in Powder Room

Electrical

- 300 amp service
- Integrated smoke detectors
- Decora light switches
- 40 recessed lights
- Alarm/intercom system
- 6 telephone jacks
- 6 cable jacks

Energy Efficient Features

- 3 zone gas fired hot air heating
- 3 zone air conditioning
- Programmable energy efficient thermostats
- Ventilation fans in all baths
- 2 Electronic air cleaners
- First floor humidifier
- 2 thermostat controlled attic fans

Plumbing

- Kohler fixtures (or equal)
- Bathroom lavatories - K-2904 "Farmington" with K-15181 faucets
- Bathtub faucets K-15101 "Coralais"
- Kitchen sink K-5942 "Brookfield" with K-8220 "Taboret"
- Tubs - K-715 "Villager"
- Pedestal sink faucet K-15261 "Coralais"
- Stall shower base fiber glass or custom made with glass shower enclosure
- Toilets K-3520EB "Wellworth"
- Jacuzzi whirlpool tub - "Nova" - 6 ft.
- Jacuzzi faucet K-15290 - "Coralais"

Other

- 75 gallon hot water heater with circulating pump
- Front, rear and garage hose bibs
- Water line to refrigerator
- Central vacuum
- Laundry room with washer and gas dryer hook-up/vent and laundry tub
- 250 sf. cedar deck

Site Work:

- Circular crushed stone driveway 12 ft. wide with a 30X25 turn around as per lot design
- Final grading and seeding of all disturbed areas for a minimum of 30 ft. on the side and 50ft in the rear plus front
- Slate walk 3 ft. wide from the driveway to the front entrance

Weichert
Real Estate and Land Co., Inc.
Weichert
Realtors

SALES AGENT:
774-811-1000 (toll-free) more agents from the comfort of your home
with a video, audio or computer screen. A national Weichert service
mark, Inc.

SPECIFIC FEATURES

- Finished Basement as per attached sketch
- 4 sides of Stucco
- Stone Terrace as per attached sketch with Stone Rails
- French Doors in the Interior
- Additional 340 sq.ft.
- Outside Blue stone Terrace
- Interior arches as per attached sketch
- \$2500 allowance for Living Room Mantle
- Two Stucco pillars at Entrance with Electric (fixtures not Included)
- \$3000 allowance for Railing
- Additional Fireplace in Master ^{and}

Kathleen Reynolds
r1 Boyce

Boyce

Seller

4/29/99

Dated

ROXITICUS RIDGE ESTATES

Allowances

Cabinetry/counter tops (installed)	~~\$30,000~~ [#] 60,000
Marble Tile (material)	7.50 sf
Ceramic wall/floor (material)	3.50 sf
Carpet (installed)	27.00 sy
Brick (material)	16.00 sy on lower level (bsmt.)
Mantles (installed)	.35 ea
Appliances (installed)	500 ea
Electrical Allowance	7,500 lump sum
Landscaping Allowance	\$40,000
Pool Allowance	\$15,000
Fireplace Allowance	\$38,000
	\$15,000

Kathleen Reynolds
Buyer

Buyer

Seller

4/29/99
Date

Kathleen Reynolds
BUYER

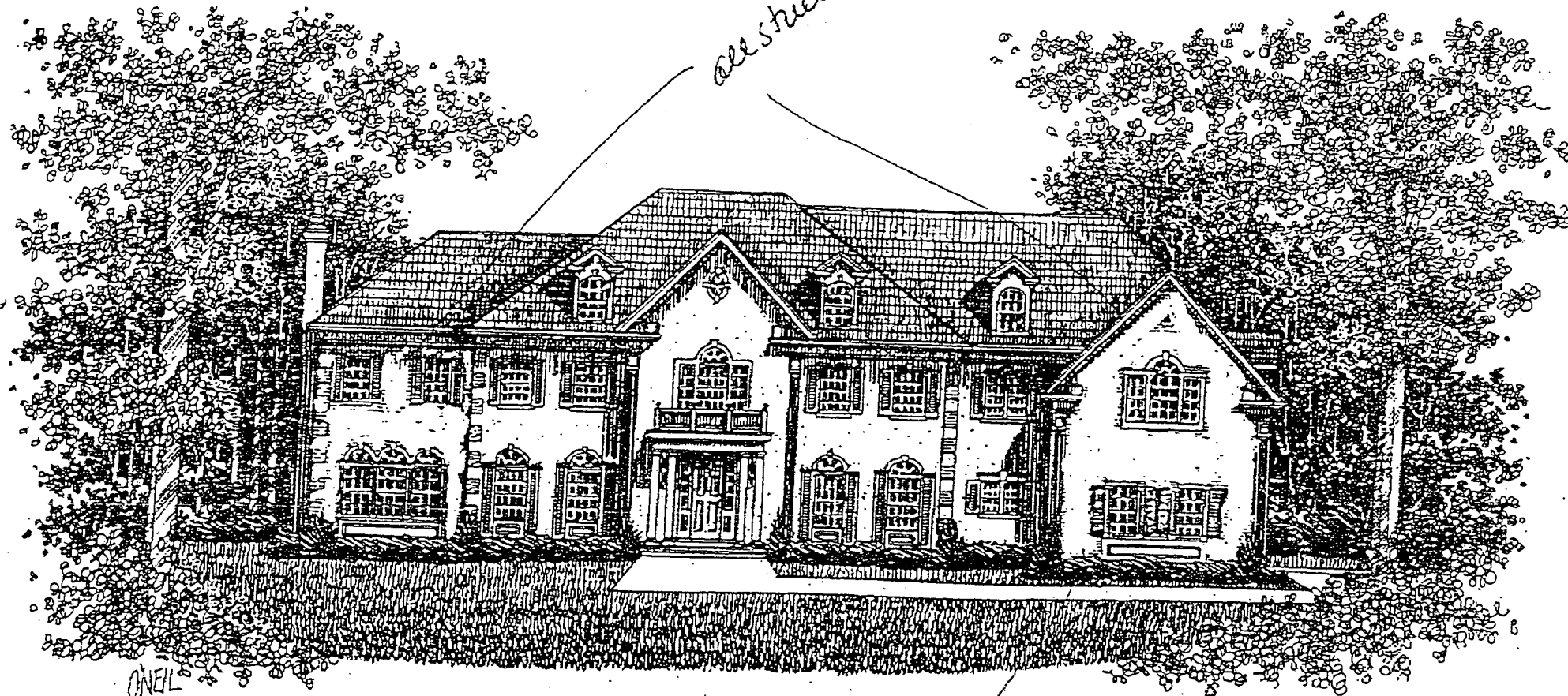
BUYER

4/29/99

SELLER

DATE

all stucco



2 windows
w/ shutters



Subject to government regulations, estimated measurements, prior sale,
withdrawal, errors, omissions, or change without notice.

Aston Martin



4/29/99
DATE

BUYER
BUYER

SELLER window
matching
doors in ht.

gas F.P.

gas F.P.

inset and ledge

FR. DRS.

stone
terrace

2nd

MBR

closet

bidet (buyer)

push bath out
a little

mini-
fridge (buyer)

SITTING
ROOM
15'-4" x 11'-8"

DRESSING
ROOM
14'-2" x 11'-8"

BATH

BEDROOM #4
17'-8" x 15'-1"

MASTER
BATH
15'-8" x 2'-0"

WIC

MASTER BEDROOM
15'-4" x 22'-8"

DN

OPEN TO
FOYER BELOW

BEDROOM #2
15'-2" x 17'-0"

BATH

BEDROOM #5
17'-8" x 15'-1"

2d-out
iron bd.
in WIC

flat
ceilings
w/ moldings

SECOND FLOOR

full ht. walls
w/ dbl doors

minimum slope
ceiling in rooms
over garage

F.P. (W.B.)

WINDOWS W/ BOX CASES
BELOW

5' CUSTOM
BOOKCASES

POCKET DR.
SLIDE RT.

BILLIARD
Room
15' x 20'

FAMILY ROOM
17'-0"

BREAKFAST AREA
12'-0" x 16'-11"

TERRACE

swing door
do go on BP
side when open;
BP-safe below

dbl oven
micro wave

no door

INCY
ANTLE

LIVING
Room
15'-6" x 20'

1 1/2 walls

W

ARCH

FOYER
17'-0" x 15'-0"

DINING ROOM
15'-2" x 17'-0"

KITCHEN
14'-0" x 15'-0"

PANTRY

MR.

LAUNDRY
11'-8" x 5'-8"

fold-out
iron bd.
space for
fridge

1 CAR GARAGE
22'-0" x 33'-4"

side by
side
full-freezer
full fridge
(shelf free)

LG ARCHES

FIRST FLOOR

OO

OO

ARCH

LIVING RM
SALON
BILLIARD RM

CARPET

DINING RM > WOOD

REST - TILE, STONE,
MARBLE, INC.

STAIRS TO 2nd FLR

LANDING, & LANDING

Weichert Weichert
REALTORS REALTORS

SALES AGENT:
No statements and representations contained herein are
made by the Seller, and not Weichert, Realtors or Weichert
or Homes and Land.

Subject to government regulations, estimated measurements, prior sale,
withdrawal, errors, omissions, or change without notice.

MORRIS COUNTY CONSTRUCTION BOARD OF APPEALS

RULES OF PROCEDURES

5:23a – 2.2 Hearing Procedures

States: Statue under which the appeal is being brought

The nature of the appeal

The date of the action appealed from

The basis of the appeal

Municipal Enforcing Agency and Appellant will present all witnesses who may give evidence at the hearing. Witnesses to be sworn in.

Opening Statement: Representative of the enforcing agency, the municipality, or the professional hired by the municipality or municipal agency, shall explain the basis for the action, ruling, order, notice or fee.

Opening Statement: The appellant, or his or her representative, shall then present the basis for his or her disagreement.

Municipal Enforcing Agency will then present their witnesses to testify, who will then be cross examined by the appellant and then by the Board in the order of presentation.

Appellant will then present his or her witnesses to testify, who will then be cross examined by the Municipal Enforcing Agency and then by the Board in the order of presentation.

Municipal Enforcing Agency will present closing argument. Since the Board has just heard the case, this is intended to highlight areas and may be waived.

Appellant will present closing argument. Since the Board has just heard the case, this is intended to highlight areas and may be waived.

There will be open discussion by the Board.

All questions concerning the presentation of evidence will be ruled upon by the chair. Evidence will be liberally construed; however, all evidence must be relevant.

All rules of procedure will be governed by the chair and all action, discussion of question will be at the discretion of the chair.

Robert's Rules of Order will control the procedures. The Board's attorney will advise the Board or the chair on any legal procedures and is to render advice to the Board and to the chair and is not available to give advice to either appellant or the respondent on procedures.

The Board will vote to have its attorney draft resolution to be voted upon at the next meeting when sufficient members are present to act on the resolution.

The Board's attorney shall prepare all resolutions.

The Board's attorney shall, in his discretion, defend or prosecute any litigation, which may occur after a meeting of the Board and prior to the next meeting of the Board.

All applicable federal and state statutes and administrative code provisions shall govern the Board's action.

The Board shall comply with N.J.S.A 10:4-8 (Open Public Meeting Act) and N.J.A.C 5:23A as well as all other applicable statutes when setting meeting dates.

The Board will hear or dismiss after two adjournments except in the case of extenuating circumstances.

MORRIS COUNTY CONSTRUCTION BOARD OF APPEALS

P.O. Box 900
Morristown, NJ 07960
Phone: (973) 829-8102
Fax: (973) 326-9025
May 20, 2002

CONSENT TO EXTENSION OF TIME FOR DECISION

Please sign and return to:

Morris County Construction Board of Appeals
P.O. Box 900
Morristown, NJ 07963-0900

Re: Rox Construction Company, LLC v. Township of Chester MC#2002-10.

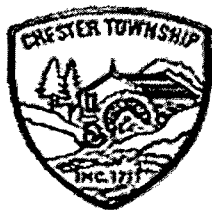
Pursuant to N.J.S.A. 5:23A-2.3 (b), time for the Board to issue its decision may extend beyond the statutory time period, consistent with the Board's standard hearing schedule and practice.

Dated: _____

(Applicant/Attorney)

Address: _____

Hearing Date: **Thursday May 23, 2002**
Time: **7:30 P.M.**



**[X] NOTIFICATION OF
ABATEMENT**

**[] NOTIFICATION OF
SATISFACTION**

TOWNSHIP OF CHESTER
1 PARKER ROAD
CHESTER, NJ 07930
908-8795100

Date Issued:

Control Number: 0

Permit Number: 0

Date Permit Issued:

Notice Date: 05/20/2003

Violation Number: 20030040/0

Assessed Penalty: \$ 55,514.29

IDENTIFICATION

Work Site Location: 14 ASHLAND TERRACE

Block: 7.01

Lot: 7.14

Owner In Fee: REYNOLDS, KATHLEEN

Agent:

ROX CONSTRUCTION

Address: 14 ASHLAND TERRACE

Address: PO BOX 708

CHESTER, NJ 07930

CHESTER NJ 07930

Telephone:

Telephone: 908 4704142

ACTION

Date Of Notice: 05/20/2003

Date Of Inspection: 05/19/2003

Compliance Due Date: 06/17/2003

VIOLATION

CLOSURE

This is to acknowledge that the above listed Owner/Agent has conformed with the requirements of the New Jersey Administrative Code, Title 5, Chapter 23, Subchapter 2, known as the Uniform Construction Code, in terminating all violations as stated above.

Therefore, the Construction Code Enforcement Agency of the TOWNSHIP OF CHESTER find this matter concluded.

Further, all outstanding penalties assessed in this matter have been abated.

RECEIPTS

<u>Date Paid</u>	<u>Check No.</u>	<u>Check Amt.</u>	<u>Cash Amt.</u>	<u>Credit Card No.</u>	<u>Credit Card Amt.</u>	<u>Collected by</u>
------------------	------------------	-------------------	------------------	------------------------	-------------------------	---------------------

Sub Total:

Grand Total:

BY ORDER OF:

James A. Fania

CONSTRUCTION OFFICIAL

DATE:

1-8-14



**[X] NOTIFICATION OF
ABATEMENT**

**[] NOTIFICATION OF
SATISFACTION**

TOWNSHIP OF CHESTER
1 PARKER ROAD
CHESTER, NJ 07930
908-8795100

Date Issued:

Control Number: 0

Permit Number: 0

Date Permit Issued:

Notice Date: 05/20/2003

Violation Number: 20030040/0

Assessed Penalty: \$ 55,514.29

IDENTIFICATION

Work Site Location: 14 ASHLAND TERRACE

Block: 7.01

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Owner In Fee: REYNOLDS, KATHLEEN

Agent:

ROX CONSTRUCTION

Address: 14 ASHLAND TERRACE

Address: PO BOX 708

CHESTER, NJ 07930

CHESTER NJ 07930

Telephone:

Telephone: 908 4704142

ACTION

Date Of Notice: 05/20/2003

Date Of Inspection: 05/19/2003

Compliance Due Date: 06/17/2003

VIOLATION

CLOSURE

This is to acknowledge that the above listed Owner/Agent has conformed with the requirements of the New Jersey Administrative Code, Title 5, Chapter 23, Subchapter 2, known as the Uniform Construction Code, in terminating all violations as stated above.

Therefore, the Construction Code Enforcement Agency of the TOWNSHIP OF CHESTER find this matter concluded.

Further, all outstanding penalties assessed in this matter have been abated.

RECEIPTS

<u>Date Paid</u>	<u>Check No.</u>	<u>Check Amt.</u>	<u>Cash Amt.</u>	<u>Credit Card No.</u>	<u>Credit Card Amt.</u>	<u>Collected by</u>
------------------	------------------	-------------------	------------------	------------------------	-------------------------	---------------------

Sub Total:

Grand Total:

BY ORDER OF:

James A. Fania

CONSTRUCTION OFFICIAL

DATE:

1-8-14



**[X] NOTIFICATION OF
ABATEMENT**

**[] NOTIFICATION OF
SATISFACTION**

TOWNSHIP OF CHESTER
1 PARKER ROAD
CHESTER, NJ 07930
908-879-5100

Date Issued:

Control Number: 0

Permit Number: 0

Date Permit Issued:

Notice Date: 05/20/2003

Violation Number: 20030041/ 0

IDENTIFICATION

Work Site Location: 14 ASHLAND TERRACE

Block: 7.01 Lot: 7.14

Owner In Fee: REYNOLDS, KATHLEEN

Agent: ROX CONSTRUCTION

Address: 14 ASHLAND TERRACE

Address: PO BOX 708

CHESTER, NJ 07930

CHESTER NJ 07930

Telephone: _____

Telephone: 908 4704142

ACTION

Date Of Notice: 05/20/2003

Date Of Inspection: 05/19/2003

Compliance Due Date: 06/17/2003

VIOLATION

Deviation of the approved plans.

The block masonry walls should be repaired to provide stability against lateral earth pressure

CLOSURE

This is to acknowledge that the above listed Owner/Agent has conformed with the requirements of the New Jersey Administrative Code, Title 5, Chapter 23, Subchapter 2, known as the Uniform Construction Code, in terminating all violations as stated above

Therefore, the Construction Code Enforcement Agency of the TOWNSHIP OF CHESTER find this matter concluded

Further, all outstanding penalties assessed in this matter have been abated

RECEIPTS

Check Number:

Assessed Penalty:

Check Amount:

Date Paid:

ABATED

Cash Amount:

Collected By:

CC Amount:

Total Payment:

BY ORDER OF :

James A. Fania CONSTRUCTION OFFICIAL

DATE : 5-16-06

2003 0040



**[X] NOTICE OF VIOLATION AND
ORDER TO
TERMINATE**

**[] NOTICE AND ORDER TO PAY
PENALTY**

Date Issued:

Control Number: 0

Permit Number: 0

Date Permit Issued:

Notice Date: 5/20/2003

Violation Number: 20030041/0

TOWNSHIP OF CHESTER
1 PARKER ROAD
CHESTER, NJ 07930
908-879-5100

IDENTIFICATION

Work Site Location: 14 ASHLAND TERRACE

Block: 7.01 Lot: 7.14

Owner In Fee: REYNOLDS, KATHLEEN

Agent: ROX CONSTRUCTION

Address: 14 ASHLAND TERRACE
CHESTER NJ 07930

Address: PO BOX 708
CHESTER NJ 07930

Telephone:

Telephone: 908 4704142

ACTION

Date Of Notice: 5/20/2003

Date Of Inspection: 5/19/2003

Compliance Due Date: 6/17/2003

TAKE NOTICE that you have been found to be in violation of the State Uniform Construction Code Act and Regulation promulgated thereunder in that :

Deviation of the approved plans.

In violation of 5:23-2.24(a)1. & 3. See Attachment

You are hereby ordered to terminate the said violations on or before 6/17/2003. No Certificate of Occupancy or Approval will be issued unless the said violations are corrected.

[X] Failure to comply with this order will subject you to a penalty of \$ 500.00 per Week .

[] You are hereby ordered to pay a penalty in the amount of \$ ____ for each violation for a total penalty of ____ .
Each ____ that any of the said violation remain outstanding after ____ shall result in an additional
penalty of ____ per ____

If you wish to contest the validity of the above action, you may request a hearing before the Construction Board of Appeals of the :

Morris County Board Of Appeals

within 15 days of receipt of these Orders. The application to the Construction Of Appeals may be used for this purpose. Your application for appeal must be in writing , setting forth your address and name, the address of the building or site in question , the permit number, a specific sections of the regulations in question, and the extent and the nature of your reliance on the regulations and, if necessary, a brief statement setting forth your position and the nature of relief sought by you. You may also append any documents that you may consider useful. The Fee for an Appeal is \$ 100 to be forwarded with your application to the Board Of Appeals office at :

PO Box 900 Morristown NJ 07906-0900

If you have any questions concerning this matter, please call: 908-879-5100

Notice of Violation and Order to Terminate:

Date: _____

Notice and Order of Penalty:

Date: 6-18-03

Sent by Certified Mail # : 70020860000696045362

SUBCODE OFFICIAL

James A. Fania CONSTRUCTION OFFICIAL

sent 6/18/03
for file

TOWNSHIP OF CHESTER
1 PARKER ROAD
CHESTER, NJ 07930
908-879-5100

**APPLICATION TO
CONSTRUCTION
BOARD OF APPEALS**

Date Issued:
Control Number: 0
Permit Number: 0
Date Permit Issued:
Notice Date: 5/20/03
Violation Number: 20030041 / 0

IDENTIFICATION

Work Site Location:	<u>14 ASHLAND TERRACE</u>	Block:	<u>7.01</u>	Lot:	<u>7.14</u>
Owner In Fee:	<u>REYNOLDS, KATHLEEN</u>	Agent:	<u>ROX CONSTRUCTION</u>		
Address:	<u>14 ASHLAND TERRACE</u>	Address:	<u>PO BOX 708</u>		
	<u>CHESTER NJ 07930</u>		<u>CHESTER NJ 07930</u>		
Telephone:	<u></u>	Telephone:	<u>908 4704142</u>		

APPLICANT STATEMENT

Specific section(s) of the Regulation in question:

Briefly state your position in this matter and explain the nature of the relief you seek.
(If more pages required , additional pages may be attached.)

The Construction Board of Appeals has 10 business days following the submission of the appeal to make a decision pursuant to N.J.A.C. 5:23-2.37(s).

Fees \$

Paid [] Check No.

Collected By

Signed:

DATE :

(Applicant)

(Application will not be considered complete unless accompanied by the appeal fee. Fee shall be waived when appeal is based on failure of agency to act within a specified a time frame.)

Addendum to Violation date revised 6-12-03 NOV #20030041

N.J.A.C. 5:23-2.30 – The owners of the property are Kathleen Reynolds, 14 Ashland Terrace, Chester, New Jersey. The other person/entity to whom this Notice is also directed is Roxiticus Ridge, LLC, PO Box 708, Chester, New Jersey. The owners and Roxiticus Ridge, LLC are jointly responsible for bringing about compliance with this Notice pursuant to N.J.A.C. 5:23-2.30.

5:23-2.24(a) 1. That the completed project meets the conditions of the construction permit, the approved drawings including all amendments, and all prior approvals.

5:23-2.24(a) 3. That all necessary inspections have been completed and that the completed project meets the requirements of the regulations.

A. Foundation walls are not reinforced as specified in approved design documents, inclusive of bearing locations. Violation: N.J.A.C. 5:23-2.16(j)2., CABO 404.1.2. CABO Table 404.1.1b.

B. Column caps specified in approved design documents were omitted. Violation: N.J.A.C. 5:23-2.16(j)2.

C. The wood girders are shimmed with cedar shingles which are in contact with the masonry foundation. The result is that the wood girders are bearing at the masonry foundation by less than 3".
Violation: CABO 502.4

D. PSL wood girders installed in lieu of LVL wood girders specified throughout.
Violation: N.J.A.C. 5:23-2.16(j)2.

E. Roof framing does not comply with approved design documents including but not limited to the following:

- Rafters at the rear of the main attic were to bear on a flush LVL beam. 3-2"x4" plates were added to the top of said beam. The rafters have no plumb cut at the "bird's mouth" and no rafter ties were installed.
- The rafters at the right side of the main attic were to bear on a 2"x4" wall. A flush beam was added to the top of said wall without specification or detail as to connections.
- Collar ties at the main attic are installed at 32" on center. The approved design documents specify collar ties at 16" on center.
- Hangers installed at the rafters at the attic stair are designed for floor and/or ceiling joists, not rafters.
- No hangers exist at the dormer and barrel vault headers.
- Collar ties omitted at front and rear dormers.

- Hip rafters are not cut or secured in accordance with industry standards and practice. No connection specification exists for the connection between the ridge board and hip rafters. Violations: N.J.A.C. 5:23-2.16(j)2., and N.J.A.C. 5:23-2.14 (e) 1.ii.

F. Flashings at wall/roof intersections are a combination of aluminum and copper. The use of these dissimilar metals will promote corrosion instead of resisting corrosion.
Violation: CABO 703.8



**[X] NOTICE OF VIOLATION AND
ORDER TO
TERMINATE**

**[] NOTICE AND ORDER TO PAY
PENALTY**

Date Issued:

Control Number: 0

Permit Number: 0

Date Permit Issued:

Notice Date: 05/20/2003

Violation Number: 20030041/0

TOWNSHIP OF CHESTER
1 PARKER ROAD
CHESTER, NJ 07930
908-879-5100

IDENTIFICATION

Work Site Location: 14 ASHLAND TERRACE

Block: 7.01 Lot: 7.14

Owner In Fee: REYNOLDS, KATHLEEN

Agent: ROX CONSTRUCTION

Address: 14 ASHLAND TERRACE

Address: PO BOX 708

CHESTER NJ 07930

CHESTER NJ 07930

Telephone:

Telephone: 908 4704142

ACTION

Date Of Notice: 05/20/2003

Date Of Inspection: 05/19/2003

Compliance Due Date: 06/17/2003

TAKE NOTICE that you have been found to be in violation of the State Uniform Construction Code Act and Regulation promulgated thereunder in that :

Deviation of the approved plans.

In violation of 5:23-2.24(a)1. & 3. See Attachment

You are hereby ordered to terminate the said violations on or before 06/17/2003. No Certificate of Occupancy or Approval will be issued unless the said violations are corrected.

[X] Failure to comply with this order will subject you to a penalty of \$ 500.00 per Week .

[] You are hereby ordered to pay a penalty in the amount of \$ _____ for each violation for a total penalty of _____ .
Each _____ that any of the said violation remain outstanding after _____ shall result in an additional
penalty of _____ per _____

If you wish to contest the validity of the above action, you may request a hearing before the Construction Board of Appeals of the :

Morris County Board Of Appeals

within 15 days of receipt of these Orders. The application to the Construction Of Appeals may be used for this purpose. Your application for appeal must be in writing , setting forth your address and name, the address of the building or site in question , the permit number, a specific sections of the regulations in question, and the extent and the nature of your reliance on the regulations and, if necessary, a brief statement setting forth your position and the nature of relief sought by you. You may also append any documents that you may consider useful. The Fee for an Appeal is \$ 100 to be forwarded with your application to the Board Of Appeals office at :

PO Box 900 Morristown NJ 07906-0900

If you have any questions concerning this matter, please call:

908-879-5100

Notice of Violation and Order to Terminate:

SUBCODE OFFICIAL

Date:

Notice and Order of Penalty:

Date:

5-20-03

Sent by Certified Mail # : 7002 0860 0006 9604 5225

James A. Fama CONSTRUCTION OFFICIAL



ENFORCEMENT ATTACHMENT

TOWNSHIP OF CHESTER
1 PARKER ROAD
CHESTER, NJ 07930
908-879-5100

Date Issued:
Control Number: 0
Permit Number: 0

Permit Date:

Notice Date: 05/20/2003

Violation Number: 20030041 / 0

IDENTIFICATION

Work Site Location:	14 ASHLAND TERRACE	Block:	7.01	Lot:	7.14
Owner In Fee:	REYNOLDS, KATHLEEN	Agent:	ROX CONSTRUCTION		
Address:	14 ASHLAND TERRACE	Address:	PO BOX 708		
	CHESTER NJ 07930		CHESTER NJ 07930		
Telephone:		Telephone:	908 4704142		

ACTION

Date Of Notice: 05/20/2003

Date Of Inspection: 05/19/2003

Compliance Due Date: 06/17/2003

VIOLATIONS

5:23-2.24(a) 1. That the completed project meets the conditions of the construction permit, the approved drawings including all amendments, and all prior approvals.

5:23-2.24(a) 3. That all necessary inspections have been completed and that the completed project meets the requirements of the regulations.

REQUIRED ACTIONS

ALL PERMITS REQUIRED UNDER THE NEW JERSEY UNIFORM CONSTRUCTION CODE MUST BE SECURED PRIOR TO PERFORMING WORK.

TOWNSHIP OF CHESTER

1 PARKER ROAD

CHESTER, NJ 07930

908-879-5100

**APPLICATION TO
CONSTRUCTION
BOARD OF APPEALS**

Date Issued:

Control Number: 0

Permit Number: 0

Date Permit Issued:

Notice Date: 5/20/03

Violation Number: 20030041 / 0

IDENTIFICATION

Work Site Location: 14 ASHLAND TERRACE

Block: 7.01 Lot: 7.14

Owner In Fee: REYNOLDS, KATHLEEN

Agent: ROX CONSTRUCTION

Address: 14 ASHLAND TERRACE

Address: PO BOX 708

CHESTER NJ 07930

CHESTER NJ 07930

Telephone:

Telephone: 908 4704142

APPLICANT STATEMENT

Specific section(s) of the Regulation in question:

Briefly state your position in this matter and explain the nature of the relief you seek.

(If more pages required, additional pages may be attached.)

The Construction Board of Appeals has 10 business days following the submission of the appeal to make a decision pursuant to N.J.A.C. 5:23-2.37(s).

Fees \$

Paid [] Check No.

Collected By

Signed: _____

DATE: _____

(Applicant)

(Application will not be considered complete unless accompanied by the appeal fee. Fee shall be waived when appeal is based on failure of agency to act within a specified a time frame.)



TOWNSHIP OF CHESTER
1 PARKER ROAD
CHESTER, NJ 07930
908-879-5100

☒ [X] NOTIFICATION OF
ABATEMENT

☐ [] NOTIFICATION OF
SATISFACTION

Date Issued:

Control Number: 0

Permit Number: 0

Date Permit Issued:

Notice Date: 03/20/2003

Violation Number: 20030031/0

IDENTIFICATION

Work Site Location: 14 ASHLAND TERRACE

Block: 7.01 Lot: 7.14

Owner In Fee: REYNOLDS, KATHLEEN

Agent: ROX CONSTRUCTION

Address: 14 ASHLAND TERRACE

Address: PO BOX 708

CHESTER, NJ 07930

CHESTER NJ 07930

Telephone: _____

Telephone: 908 4704142

ACTION

Date Of Notice: 03/20/2003

Date Of Inspection: _____

Compliance Due Date: 04/21/2003

VIOLATION

Structural deviation without approval from registered architect

Structural analysis containing foundation and reinforcement, steel columns, caps, girder type, roof, framing types of beams, ridge board, rafters & connection

CLOSURE

This is to acknowledge that the above listed Owner/Agent has conformed with the requirements of the New Jersey Administrative Code, Title 5, Chapter 23, Subchapter 2, known as the Uniform Construction Code, in terminating all violations as stated above

Therefore, the Construction Code Enforcement Agency of the TOWNSHIP OF CHESTER find this matter concluded

Further, all outstanding penalties assessed in this matter have been abated

RECEIPTS

Check Number:

Assessed Penalty:

Check Amount:

Date Paid:

ABATED

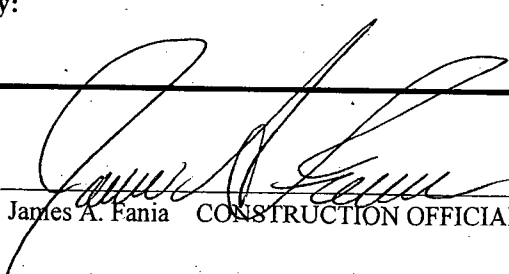
Cash Amount:

Collected By:

CC Amount:

Total Payment:

BY ORDER OF:


James A. Fania CONSTRUCTION OFFICIAL

DATE:

5-16-06



**[X] NOTICE OF VIOLATION AND
ORDER TO
TERMINATE**

**[] NOTICE AND ORDER TO PAY
PENALTY**

Date Issued:

Control Number: 0

Permit Number: 0

Date Permit Issued:

Notice Date: 03/20/2003

Violation Number: 20030031/0

*This notice of Violation and
Order to Terminate is directed
to the Contractor.

TOWNSHIP OF CHESTER
1 PARKER ROAD
CHESTER, NJ 07930
908-879-5100

IDENTIFICATION

Work Site Location: 14 ASHLAND TERRACE

Block: 7.01 Lot: 7.14

Owner In Fee: REYNOLDS, KATHLEEN

Agent: ROX CONSTRUCTION

Address: 14 ASHLAND TERRACE

Address: PO BOX 708

CHESTER NJ 07930

CHESTER NJ 07930

Telephone: _____

Telephone: 908 4704142

ACTION

Date Of Notice: 03/20/2003

Date Of Inspection: _____

Compliance Due Date: 04/21/2003

TAKE NOTICE that you have been found to be in violation of the State Uniform Construction Code Act and Regulation
promulgated thereunder in that :

Structural deviation without approval from registered architect.

In violation of N.J.A.C. 5:23-2-19(a) ANALYSIS OF MATERIAL AND INSTALLATION OR DESIGN METHODS

You are hereby ordered to terminate the said violations on or before 04/21/2003. No Certificate of Occupancy or Approval
will be issued unless the said violations are corrected.

[X] Failure to comply with this order will subject you to a penalty of \$ 500.00 per Week .

[] You are hereby ordered to pay a penalty in the amount of \$ _____ for each violation for a total penalty of _____ .
Each _____ that any of the said violation remain outstanding after _____ shall result in an additional
penalty of _____ per _____

If you wish to contest the validity of the above action, you may request a hearing before the Construction Board of Appeals of the :

Morris County Board Of Appeals

within 15 days of receipt of these Orders. The application to the Construction Of Appeals may be used for this purpose. Your application
for appeal must be in writing , setting forth your address and name, the address of the building or site in question , the permit number,
a specific sections of the regulations in question, and the extent and the nature of your reliance on the regulations and, if necessary,
a brief statement setting forth your position and the nature of relief sought by you. You may also append any documents that you may
consider useful. The Fee for an Appeal is \$ 100 to be forwarded with your application to the Board Of Appeals office at :

PO Box 900 Morristown NJ 07906-0900

If you have any questions concerning this matter, please call:

908-879-5100

Notice of Violation and Order to Terminate:

Date: _____

Notice and Order of Penalty:

Date: 3-20-03

Sent by Certified Mail # : 70020860000696045300

SUBCODE OFFICIAL

JIM PANIA CONSTRUCTION OFFICIAL

TOWNSHIP OF CHESTER

1 PARKER ROAD

CHESTER, NJ 07930

908-879-5100

APPLICATION TO
CONSTRUCTION
BOARD OF APPEALS

Date Issued:

Control Number: 0

Permit Number: 0

Date Permit Issued:

Notice Date: 3/20/03

Violation Number: 20030031 / 0

IDENTIFICATION

Work Site Location: 14 ASHLAND TERRACE

Block: 7.01 Lot: 7.14

Owner In Fee: REYNOLDS, KATHLEEN

Agent: ROX CONSTRUCTION

Address: 14 ASHLAND TERRACE

Address: PO BOX 708

CHESTER NJ 07930

CHESTER NJ 07930

Telephone:

Telephone: 908 4704142

APPLICANT STATEMENT

Specific section(s) of the Regulation in question:

Briefly state your position in this matter and explain the nature of the relief you seek.

(If more pages required, additional pages may be attached.)

The Construction Board of Appeals has 10 business days following the submission of the appeal to make a decision pursuant to N.J.A.C. 5:23-2.37(s).

Fees \$

Paid [] Check No.

Collected By

Signed:

DATE:

(Applicant)

(Application will not be considered complete unless accompanied by the appeal fee. Fee shall be waived when appeal is based on failure of agency to act within a specified time frame.)



ENFORCEMENT ATTACHMENT

TOWNSHIP OF CHESTER
1 PARKER ROAD
CHESTER, NJ 07930
908-879-5100

Date Issued:
Control Number: 0
Permit Number: 0
Permit Date:
Notice Date: 03/20/2003
Violation Number: 20030031 / 0

IDENTIFICATION

Work Site Location: 14 ASHLAND TERRACE
Owner In Fee: REYNOLDS, KATHLEEN
Address: 14 ASHLAND TERRACE
CHESTER NJ 07930
Telephone:

Block: 7.01 Lot: 7.14
Agent: ROX CONSTRUCTION
Address: PO BOX 708
CHESTER NJ 07930
Telephone: 908 4704142

ACTION

Date Of Notice: 03/20/2003

Date Of Inspection:

Compliance Due Date: 04/21/2003

VIOLATIONS

Structural analysis containing foundation and reinforcement, steel columns, caps, girder type, roof, framing types of beams, ridge board, rafters & connection.

REQUIRED ACTIONS

ALL PERMITS REQUIRED UNDER THE NEW JERSEY UNIFORM CONSTRUCTION CODE MUST BE SECURED PRIOR TO PERFORMING WORK.

TOWNSHIP of CHESTER

MORRIS COUNTY
1 PARKER ROAD
CHESTER, NEW JERSEY 07930
(908) 879-5100
FAX (908) 879-8281

MARCH 20, 2003

**CURRENT RESIDENT
14 ASHLAND TERRACE
CHESTER, NJ 07930**

RE: CERTIFICATION THROUGHOUT THE EXISTING PROJECT

DEAR CURRENT RESIDENT:

AS THE CHESTER TOWNSHIP CONSTRUCTION OFFICIAL, I AM WRITING TO YOU AS WELL AS OTHER ROXITICUS RIDGE RESIDENTS THAT HAVE PREVIOUSLY RECEIVED A CERTIFICATE OF OCCUPANCY FOR THEIR HOUSES.

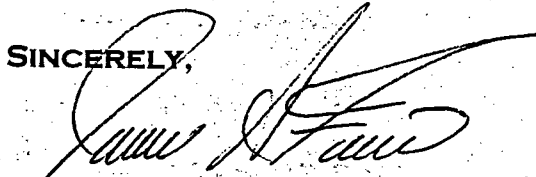
I HAVE BEEN ASKED BY THE STATE DEPARTMENT OF COMMUNITY AFFAIRS TO ISSUE A NOTICE OF VIOLATION WHERE APPROPRIATE TO THE CURRENT OWNER OF THE PROPERTY. THE NOTICE, ALTHOUGH ISSUED TO THE CURRENT HOMEOWNER, IS INFORMATIONAL ONLY. NO ACTION IS PLANNED TO BE TAKEN BY THIS OFFICE AGAINST ANY OF THE CURRENT HOMEOWNERS. THE STATE DEPARTMENT OF COMMUNITY AFFAIRS HAS INDICATED THAT THE NOTICE MUST BE ISSUED TO THE CURRENT HOMEOWNER DESPITE POSSIBLE ACTIONS TAKEN AGAINST THE BUILDER IF VIOLATIONS DO IN FACT EXIST.

I AM REQUESTING THAT ROX CONSTRUCTION COMPANY, LLC SUPPLY A REPORT CERTIFYING STRUCTURAL ELEMENTS AS LISTED BELOW BY A LICENSED ENGINEER OR REGISTERED ARCHITECT.

- **FOUNDATION WALL CONSTRUCTION AND REINFORCEMENT.**
- **STEEL COLUMNS, COLUMN CAPS AND TYPE OF GIRDERS.**
- **ROOF FRAMING, I.E.: BEAMS, RIDGE BOARD RAFTERS AND CONNECTIONS.**

PLEASE CALL THE CONSTRUCTION OFFICE AT 908-879-5100 X822 FOR ANY FURTHER INFORMATION.

SINCERELY,



**JAMES A. FANIA
CONSTRUCTION OFFICIAL
CHESTER TOWNSHIP**

**CC: DEPARTMENT OF COMMUNITY AFFAIRS
LORETT SKINNER
JOHN SUMINSKI**

VIII. PRIOR APPROVALS CHECKLIST (office use only)	LOCAL APPROVAL		COUNTY APPROVAL		REGIONAL APPROVAL		STATE APPROVAL		COMMENTS
	Prelimin. Initial	Final Date	Prelimin. Initial	Final Date	Prelimin. Initial	Final Date	Prelimin. Initial	Final Date	
☒ Zoning Officer									COAH-See
☐ Planning Board									

Manufacturer stipulates that these ratings conform to applicable NFRC procedures for determining whole product energy performance. NFRC ratings are determined for a fixed set of environmental conditions and specific product sizes.

Non-Res

497 12 450109
950 21



PN: 82130-430
EAGLE WINDOW & DOOR PD #P045051
QTY 1 OF 2
3.1 TQ4- 9.3MX- 3.1 T

23 15 16 X 29 5/8 X
(00608) (00752) (00000) NGDH
OH WPPR SASH GLASS FREE
02001 12/01/00 C- 01
01H 02V 52 MOL

TEMPER

Back Brodie took the plans 2-11-02

Electrical _____ Flood Hazard _____

Plumbing _____ As Built Elevation Cert. _____

Fire Protection _____ Other _____

Mechanical _____

Beck Brodie
took the plans
2-11-02

☐ Temporary Certificate of Occupancy	No. _____	_____	_____	_____	_____
☐ Temporary Certificate of Compliance	No. _____	_____	_____	_____	_____
☐ Continued Certificate of Occupancy	No. _____	_____	_____	_____	_____
☐ Certificate of Compliance	No. _____	_____	_____	_____	_____
☐ Certificate of Occupancy	No. _____	_____	_____	_____	_____
☐ Certificate of Approval	No. _____	_____	_____	_____	_____
☐ Lead Abatement Clearance Certificate	No. _____	_____	_____	_____	_____

JCC/PRO F-100 (REV3/96)
Professional Printing
(609) 468-7933



Applicant Completes: Sections I, II, III (optional), IV, VI, and VII

V. FEE SUMMARY (for office use only)		(9-23-99)	Update	Update
1. Building	\$ 1611 ~~403~~			
2. Electrical	187			
3. Plumbing	500			
4. Fire Protection	100			
5. Elevator Devices				
6. Subtotal	\$			
7. Less 20% for State Plan Review				
8. Subtotal	\$			
9. DCA Training Fee	184			
10. Subtotal	\$			
11. Cert. of Occupancy	30			
12. Other				
13. TOTAL	\$ 2412			

VI. BUILDING/SITE CHARACTERISTICS		(office use only)
1. Number of Stories	_____	
2. Height of Structure	38 ft.	
3. Area—Largest Floor	2053 sq. ft.	
4. New Building Area	562 sq. ft.	
5. Volume of New Structure	78 cu. ft.	
6. Construction Classification	3B	
7. Total Land Area Disturbed	10,000 sq. ft.	115,074
8. Flood Hazard Zone	_____	
9. Base Flood Elevation	_____	
10. Wetlands yes _____	sq. ft.	
no ☒	_____	
11. Max. Live Load	40 _____	
12. Max. Occupancy Load	_____	

VII. DESCRIPTION OF BUILDING USE

A. RESIDENTIAL

1. ☐ Hotels (R-1)

2. ☐ Multi-Family (R-2)

3. ☐ Two-Family (R-3) BOCA

4. ☐ Two-Family (R-4) CABO

5. ☒ ~~One-Family (R-1) BOCA~~

6. ☒ ~~One-Family (R-4) CABO~~

No of dwelling units: _____

Before Construction _____

After Construction _____

Net gain or loss _____

B. NON-RESIDENTIAL

1. State Specific Use:

2. Use Group:

3. Change in Use Group.

Indicate Former:

IV. DOES OR WILL YOUR BUILDING CONTAIN ANY OF THE FOLLOWING?

1. ☐ Elevators/Escalators/Lifts/ Dumbwaiters/Moving Walks	3. ☐ Pressure Vessels	6. ☐ Hazardous Uses/Places of Assembly
2. ☐ High Pressure Boilers	4. ☐ Refrigeration Systems	7. ☐ Sprinklers
	5. ☐ Cross-Connections/Backflow Preventers	8. ☐ Smoke Control Systems in Open Wells
		9. ☐ Underground Storage Tanks

UCC/PRO F-100 (REV3/96)
Professional Printing
(609) 463-7933

9-24-03 Spoke to Hinton ABOUT
Doing work on Roof, Roof Leaking
Hinton will Tell UTM to call OFFICE
& ~~estimate~~ Repair.