

At Rush, we are committed to exceeding our Customer's expectations on communications about your home.

To begin, in your purchase agreement, there is a closing date. That is the best estimate at the time of the contract and may vary for a variety of reasons including permitting, buyer changes/selections, and delays due to materials, suppliers or weather.

We will do our best to keep you informed as dates change.

In our commitment to exceed your expectations we have selected milestones that we feel can best update you on the status of your home and forecast an estimated completion date.

Each home we sell is at a different stage of permitting, selection, construction and or complexity therefore our communications vary slightly depending on where your home is in the process.

At Mutual Acceptance: Once we have mutual acceptance, we will send you a Welcome Letter confirming that we are in receipt of your contract and have begun working on delivering your new home to you.

At Permitting Approval: If at the time of mutual acceptance, we do not yet have permits for your home, we will communicate with you once we receive the building permit.

At Framing Completion: As we complete framing, we will notify you and forecast your home completion. This date is still an estimate and could shift based on weather, production, inspections, etc.

At Drywall Completion: This is an exciting time as the inside of your home is taking shape. Again, we will provide an estimated completion date.

At Hard Surfaces Installation: This is the time we often are approximately 45 days from completion and ask that you begin to button up your financing arrangements and other housekeeping items on your end.

Approximately 2 weeks prior to completion: We will let you know the estimated completion date with a high degree of certainty and set up the "Home Orientation Walk Through" of your finished home.

Closing of your home often is 3-5 days after your "Walk Through" depending on individual circumstances. Our goal is to deliver homes within 5 days of receiving the "Certificate of Occupancy" from the city or county your home is in.

Anytime you have questions on your home, we must ask that they are communicated in writing through your Real Estate Agent, or ours.

We welcome you to our family and are committed to making this process go smoothly.

Sincerely,



Scott Walker, VP of Rush Residential

11/30/2020

Buyer Name: _____

Address: _____

MLS #: _____ **Lot #** _____

PLEASE DO NOT INCLUDE FORM 22K - UTILITIES, FORM 26 - PRESALE ADDENDUM OR FORM 35 - INSPECTION.

All of this is covered in the Purchase Addendum.

Please use the following forms:

- _____ One Page Purchase Form/ Buyer Information Form*
- _____ Purchase & Sale Agreement Form 21
- _____ Financing Addendum* or Evidence of Funds for Cash Buyers (Form 22EF) Form 22A
- Please be sure one of the options is checked depending on funds availability.
- _____ Optional Clauses* Form 22D

Do not add Home Warranty Info – covered in Cushman Pointe Purchase Addendum

- _____ Legal Description*
- _____ Purchase Addendum*
- _____ Notice to Buyers/Addendum A - Walk-through Instructions*
- _____ Notice to Buyers/Addendum B – Plat map*
- _____ Notice to Buyers/Addendum C – Visiting Your Home*
- _____ Copy of Home Plan * (can be found on the Rush Residential website community page under Home Plans)
- _____ Copy of Exterior Design Sheet with selection made and initialed (Selling office to supply)
- _____ Copy of Plat Map and Site Plan (for unframed homes) initialed*
- _____ Initialed Standard Features (from community features section on the Rush Residential website)
- _____ Copy of Earnest Money Check (made payable to Fidelity)
- _____ Pre-approval Letter (if using a different lender than preferred lender Community One Financial)
- _____ Pre-approval Letter from Community One Financial
- _____ See Financing Section of Builder Addendum.

_____ Form 17

*Please include on first page of Form 21 on Line 16

Heritage at Gig Harbor

BUYER INFORMATION

Current Address: _____

Contact Numbers: Cell: _____ co/buyer: _____

Buyer(s) Email: _____ co/buyer: _____

Selling Agent: _____ Selling Office: _____

Agent Phone: Cell: _____ Agent Email: _____

• **SALE DETAILS** NWMLS #: _____

Floor Plan: _____ Lot #: _____ Base List: \$ _____

Subject to Lot Premium \$ _____

Configurations/Upgrades \$ _____

TOTAL OFFER PRICE: \$ _____

Earnest Money: \$6,000.00 (under construction) Or \$10,000 (Pre-sale)

**Please make out Earnest Money Check to Fidelity National Title*

SOC Per Listing Agreement: 2.5% of Base Price (minus Concessions and upgrades) Selling Agent Initials: _____

Desired Closing Date (Allow 9 months for Presale): _____

Offer Contingent on Sale of Buyers Existing Home - Address or MLS #: _____

FINANCING INFORMATION

Buyer Qualified with Preferred Lender? Yes No

Lender Name: _____ Buyer Prequalified: Yes No

Loan Officer: _____ Office Phone: _____ Cell: _____

Email: _____

Type of Loan: VA FHA CONV CASH OTHER Down Payment: _____%

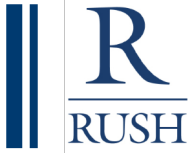
**Buyer must pre-qualify with Chris Johnston at Community One Financial within 3 days of Mutual Acceptance of this offer.*

Please call 253-229-2562 or email cjohnston@communityoneonline.com

Buyer: _____ Date: _____ Buyer: _____ Date: _____

Please submit this form to Ed Aro at EdAro@windermere.com OR fax to 253-851-0338.

Buyer acknowledges that this Purchase Form is intended to serve only as the basis for negotiating an agreement between the parties. Further negotiations are contemplations, although neither party is bound to continue negotiations. Neither party will be bound unless and until a definitive agreement has been executed and delivered by both parties. Neither party will rely on this form as binding on the other; any such reliance would be imprudent and unreasonable.



Heritage at Gig Harbor
PURCHASE ADDENDUM

Building Exceptional Homes.

1 The following is part of the PURCHASE AND SALE AGREEMENT, dated _____ .
2 between Rush Residential Inc. (Seller) and _____ .
3 (Buyer) concerning the property legally described as: Lot _____ Heritage at Gig Harbor, in
4 the City of Gig Harbor, Pierce County, Washington, with Home Plan: _____

5 IT AS AGREED BETWEEN BUYER AND SELLER AS FOLLOWS:

6 Earnest Money: Earnest Money shall be \$6,000.00 (Under construction) or \$10,000.00 (Presale) paid to Fidelity Title
7 Company, and credited to the Buyer at closing. Earnest Money is considered a non-refundable construction deposit 30 days
8 after Mutual Acceptance and shall be released to the builder at that time.

9 Closing Agent shall Fidelity National Title Company, 5201 Olympic Drive NW, Suite 170, Gig Harbor, WA 98335.
10 Office # 253-851-1601, Fax # 877-236-3773. Seller receives a Builder's discount rate on the escrow fee, which does not affect
11 Buyer's normal competitive rate.

12 A Standard Title Insurance Policy shall be ordered through Fidelity National Title Company.
13 Buyer confirms receipt of the following: Available at www.rushresidential.com
14 Covenants, Codes and Restrictions (CC&R's) and sample Home Buyers Warranty 2-10.

15 Heritage at Gig Harbor Community Association: Upon closing, Buyers pay a prorated Specially Allocated Expenses of \$780.
16 Annually. Specially allocated expenses are maintenance expenses allocated to a unit which benefits only that unit.
17 Currently the Regular Assessments are expected to be \$1,450 annually once they commence.
18 Please refer to the recorded CC&Rs.

19 One-time Fees collected at Closing - A one-time capital contribution of \$750 and a \$75 transfer fee payable to the HOA
20 manager will be collected at closing. (Fees subject to change).

21 Buyer Bonus/Seller Paid Closing Costs:
22 Closing Credit of up to \$2,000.00 is available to Buyers financing with the Preferred Lender. The credit, from Rush or the
23 preferred lender will be applied to allowable closing costs at closing. This credit is not available for offers that are contingent
24 upon the sale of Buyers' current home unless Seller agrees in writing to the sale price of the Buyers' property.

25 This offer [] IS NOT OR [] IS, contingent upon the sale of the buyer's home.

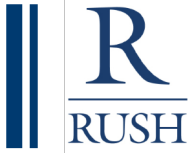
26 Completion, Closing Date, Possession and Keys:

27 Completion is defined as when a Certificate of Occupancy is issued by the permitting authority. Unless the Certificate of
28 Occupancy has been issued, the exact completion date is not guaranteed and as such, the Closing Date is a best estimate.
29 Closing cannot occur until after the Certificate of Occupancy has been issued. The Buyer will be notified when the
30 construction is approximately 45 days from completion. (see Rush Customer Experience)

31 Home status: At the time of this offer, the status of this home is: (Check one)
32 _____ To Be Constructed (Pre-Sale): The Standard Features Exhibit is hereby attached and incorporated into this agreement
33 as Exhibit A-1.

34 _____ Under Construction: The Standard Features Exhibit is attached and incorporated into this agreement as Exhibit A-1

Buyer Initials: _____ Date: _____ Buyer Initials: _____ Date: _____



Heritage at Gig Harbor
PURCHASE ADDENDUM

Building Exceptional Homes.

35 _____ **Complete:** It is offered **AS IS**. Buyer confirms that installed features and options are satisfactory. The Standard
36 Features Exhibit is attached for information only.

37 **Closing Date:** This date is only a best estimate of completion. See Completion above. It is the Buyers Agents responsibility
38 to communicate the actual closing date to Buyers selected Lender. If the Preferred Lender is used the Seller or Seller's Agent
39 will be responsible for this communication.

40 **Penalty for Failure to Close on time:** Buyer must close by the Closing Date, or if sooner, within 10 days of issuance
41 of the Certificate of Occupancy. Unless otherwise agreed to, no closing would be expected to occur within 30 days of the
42 offer date. Buyer is aware of and agrees that any requests for closing date extensions will be granted at the sole discretion
43 of the Seller for a daily fee of \$150, which covers the Seller's approximate cost to hold the home and delay the closing.
44 Payment for said extension is due at the time the extension is signed. Any left-over money will be credited to Buyer at closing

45 **Automatic Extension:** If construction cannot be completed prior to the closing date, Seller is granted an automatic extension
46 until Seller has obtained a Certificate of Occupancy. There are several factors involved in building a home that are beyond
47 Sellers control: Permit timeframe, inspection timeframe and weather are examples. The extension shall not exceed 4
48 months from the mutually agreed to closing date.

49 Buyer may take **Possession** of the home when the transaction is **closed**. **Keys** will be available to the Buyer(s) once Closing
50 is confirmed.

51 **Home Sale Contingency:**

52 **Acceptable Price Opinion:** If this Purchase and Sale Agreement is contingent upon the successful sale and closing of the
53 Buyer's current residence, then Seller's acceptance herein is subject to Seller's determination of the strength and soundness
54 of Buyer's Broker's price opinion. Buyer or Buyer's Agent will provide said Broker's price opinion within 3 days of mutual
55 acceptance. Seller will have 3 days with which to review and disapprove the Broker Price opinion in writing or it is deemed
56 acceptable. If the Seller has not disapproved in writing, then Broker's price opinion is deemed acceptable. If Seller receives
57 an acceptable offer prior to buyer's removal of this contingency, buyer shall have 2 business days to waive this contingency.

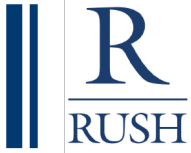
58 **Construction Delays:** Permits are not ordered, and construction will not begin until all contingencies are removed in writing.
59 If, for the Buyer's convenience, construction is delayed past the agreed upon contingency removal dates, the Seller may
60 choose to terminate the agreement or adjust the purchase price to reflect any market changes.

61 **Financing:** Preferred Lender for Rush Residential is
62 **Community One Financial. Attn: Chris Johnston**
63 10023 128th St E, Puyallup WA 98373
64 Phone: 253-229-2562 / 253-770-2282
65 Email: cjohnston@communityoneonline.com

66 **Other Lenders:** The Buyer is not obligated to use the Preferred Lender for financing. However, The Buyer must make loan
67 application with the Preferred Lender, or any other lender, within five (5) days of mutual acceptance of this offer. A loan
68 qualification letter must be provided to Rush Residential by the Preferred Lender, or any other lender, within 5 days of
69 mutual acceptance.

70 **Selection of Lender and Loan Commitment Letter:** The Buyer must notify the Seller of selection of lender by providing an
71 acceptable loan commitment letter from that lender to the Seller within Twenty-one (21) days of mutual acceptance. If an
72 acceptable loan commitment letter is not received in this time, the Buyer must waive any financing contingencies or the

Buyer Initials: _____ Date: _____ Buyer Initials: _____ Date: _____



Heritage at Gig Harbor
PURCHASE ADDENDUM

Building Exceptional Homes.

73 Seller may rescind this agreement and return the earnest money. Buyer may not change lenders without written approval
74 of the Seller.

75 **Lender Fees:** Seller will pay no fees to Buyer’s lender unless expressly agreed.

76 **FHA/VA Financing:** The Buyer will finance the VA Funding Fee, which is not part of the purchase price. Any Non-allowable
77 closing costs as defined by VA/FHA will be paid out of Seller paid closing cost.

78 **Selection of the Preferred Lender** will entitle Buyers to additional incentives:

79 **Forfeit of Incentives:** If the Buyer receives incentives for using the Preferred Lender and changes lenders prior to closing,
80 all incentives received are forfeited and all deposits owed are due and payable immediately.
81 If the payment is not made within 5 days of the approval to change lenders, the Seller may terminate this agreement and
82 retain all deposits.

83 **Price increase to cover closing costs:** In the event that the purchase price is raised to cover closing costs, etc. an additional
84 10% closing fee will be added for the increased amount, commissions are paid on the base/list price only.

85 **Seller not responsible:** The Seller is not responsible for the expiration of the Buyers’ loan commitment, penalties, loan fees
86 or any other costs due to the estimated completion date not being met.

87 **Buyer Responsibility to Inform Selected Lender:** THE BUYER AGREES TO ENSURE THAT THE LENDER AND ANY OTHER
88 INTERESTED PARTY IS MADE AWARE OF THE FINANCIAL TERMS OF THIS AGREEMENT AND UNDERSTANDS THAT IT IS
89 THEIR RESPONSIBILITY TO PROVIDE FINAL SALES PRICE TO LENDER.

90 **Appraisal:** Should the purchase price be increased to cover closing costs or Buyer selected options and the appraised price
91 fails to meet the agreed sales price, Buyer agrees to pay the difference between the sales/list and appraised price in cash
92 directly to the Seller.

93 **Installation of options after closing:** Options not paid for in advance or not required for construction or appraisal purposes
94 may be installed after closing unless otherwise agreed.

95 **Price increased to cover upgrades:** The Purchase Price shall be increased to cover the cost of upgrades with non-
96 refundable deposit payments being credited to the Buyer at closing.

97 **Personalizing your home:** Depending on the phase of construction, you may be able to personalize your home using our
98 Buyer Selection Form. Only upgrades listed on the plan specific selection forms are available to choose from. Any upgrades
99 that are not listed on the form and are agreed to in writing, will require a 100% upgrade deposit regardless of lender or total
100 upgrade amount.

101 **Upgrade Deposits:** *Upgrade deposits are payable to Rush Residential, NON-REFUNDABLE and*
102 *credited back to the buyer at closing.*

103 *Upgrade deposits are calculated based on the total upgrade amount before any discounts are applied.*

104 **Standard upgrades totaling \$9,999 or less will not require an upgrade deposit.**

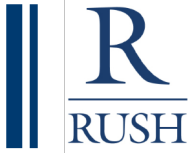
105 **Standard upgrades totaling \$10,000 +**

106 **Buyers using our preferred lender – 50% Non- refundable upgrade deposit is required.**

107 **Buyers using another lender - 100% Non- refundable upgrade deposit is required regardless of amount.**

108 Upgrade deposits must be received by Rush before any work will begin.

Buyer Initials: _____ Date: _____ Buyer Initials: _____ Date: _____



Heritage at Gig Harbor
PURCHASE ADDENDUM

Building Exceptional Homes.

109 **Due to closing activities, no upgrades or changes are allowed 45 days prior to closing.**

110 **Canceling Upgrades:** If the buyer cancels an upgrade and has paid a deposit on the upgrade(s) the upgrade deposits will be
111 credited back to the buyer(s) at closing. In no situation, will upgrade deposits be returned to the buyer prior to closing unless
112 it is part of a mutual rescission agreement.

113 **Failure to include upgrade charges:**

114 In the event that the upgrade charges which are agreed upon pursuant to this agreement are not reflected in the closing
115 statement and purchase price, the parties agree that the purchase price will be adjusted to include the upgrades and the
116 buyer, upon discovery of the failure to include those upgrades in the purchase price, pay the amount of the same to the
117 seller directly within ten (10) days after written demand has been made for the same which would include an explanation
118 as to why payment for the overcharges are due. At that time the closing agent would be instructed to amend the closing
119 statement to reflect the increase in the purchase price and an amended excise tax affidavit be filed and the seller would
120 then pay the additional excise tax due on the amount of the upgrades that were failed to be included in the purchase price
121 in the initial closing documents.

122 **Unused Design Credits:** In the event that Seller provided design credits are not fully used within 30 days of mutual
123 acceptance of this agreement, the unused portions are surrendered back to the seller and are no longer redeemable.
124 If an upgrade is not installed, the Buyer will be refunded the money paid for the upgrade as the sole and exclusive remedy.

125 **Construction:**

126 **Home Placement and exterior finish:** The Seller has sole discretion as to the selection and placement of the home on the
127 lot. If the construction of the home is subject to the approval of the Architectural Control Committee (ACC), Buyer agrees
128 to abide by any ACC ruling.

129 Utility boxes, light poles etc. are placed on lots at the time of lot development, therefore may impact
130 driveway and or landscape layouts. It is not the responsibility of the builder to determine placement or move such
131 utilities. If you have any questions regarding the layout of your lot or placement of your home, confirm this at the time of
132 the offer.

133 **Plans & Designs:** Plans, drawings, specifications and design materials shall remain the sole and exclusive property of the
134 Seller and will not be available to Buyer.

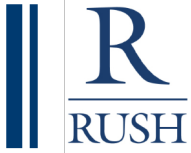
135 **Insulation Values:** Ceiling R-49, depending on local codes, at approximately 10", wall R- 21 at approximately 138 5-5/8"
136 thick, floor R-30 at approximately 9-1/2" thick.

137 **Plan Variations:** No two homes are built exactly alike. It is not uncommon to have differences in style of concrete,
138 landscaping, framing, wiring, cabinets, windows etc. All homes are built with the same quality materials, but the above-
139 mentioned items can and do vary from home to home. These variations are not considered defects and will not be
140 changed.

141 **Seller Modifications:** Seller reserves the right to modify floor plans, exteriors, specifications, features, product types and
142 substitute items of comparable quality without notice or obligation, in order accommodate governmental / agency
143 requirements or availability.

144 **Marketing Blacklines:** All blacklines and floor plans measurements are approximate and will vary from house to house.

Buyer Initials: _____ Date: _____ Buyer Initials: _____ Date: _____



Heritage at Gig Harbor
PURCHASE ADDENDUM

Building Exceptional Homes.

145 Buyers should never rely on the Blackline to understand the garage orientation, only a lot specific site plan will depict the
146 actual garage orientation.
147 Buyer should verify exact measurements.

148 **Access to Property by Buyer: YOUR NEW HOME and COMMUNITY IS AN ACTIVE CONSTRUCTION JOB SITE AND IS A**
149 **DANGEROUS PLACE.**
150 The property belongs to the Seller until closing and only the Seller and the Seller’s sub-contractors are authorized to enter
151 the home and/or do work on the home or lot for any reason.

152 **The Buyer agrees not to enter onto the property or home during construction without consent of the Seller or Seller’s**
153 **Agent.**
154 **Buyer is expressly denied permission to perform any work on the property prior to closing.**

155 **Questions about your home:** Questions will arise during construction of your home. “Questions About My Home” can be
156 addressed using our website, www.rushresidential.com on the contact us page, using the questions about my home
157 contact form or by contacting the selling agent.
158 Questions submitted on our website will receive a response within 2 business days.
159 **Sales staff, production staff and sub-contractors cannot respond to production questions without approval of the**
160 **superintendent.**

161 **No Verbal Representation:** All questions regarding the new home shall be submitted to the Seller in writing and only
162 written responses shall be relied upon. Realtors, Subcontractors, and Field Superintendents are not authorized to make
163 representations for the Seller and the Buyer is cautioned not to make verbal inquiries or rely on any verbal
164 representations.

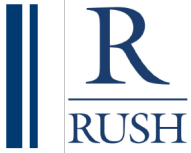
165 **New Home Orientation:** The Seller will schedule a new home orientation for the Buyer prior to closing, Monday – Friday
166 9am – 3pm. Only the Buyers and the Seller representative should be present. Any item(s) requiring additional attention
167 and noted at the new home orientation will be completed as soon as reasonably possible; but in no event will delay the
168 closing process. Minor defects or deficiencies in construction, appliances, equipment or landscaping shall not justify the
169 Buyer’s refusal to close this transaction, at contract price, within the time provided. After closing, the Buyer acknowledges
170 that it is Buyer’s sole responsibility to provide access to home and property during Seller’s normal working hours to ensure
171 prompt correction of any deficiencies.

172 **Buyer’s Third-Party Home Inspection:** The Seller encourages the Buyer to have the property inspected by a licensed home
173 inspector prior to New Home Orientation. Inspections must be performed after Certificate of Occupancy is issued and
174 prior to the New Home Orientation. All inspections must be scheduled through our Realtor with the approval of the Rush
175 superintendent. Inspection reports submitted to the Seller must include a copy of the inspector’s license and Credentials.
176 **Seller agrees in advance to correct items required by local building code; items required to obtain final Certificate of**
177 **Occupancy and items that do not meet Rush Residential standards as stated in the HBW 2-10 WARRANTY.**
178 **Any items noted by the inspector that do not fall under these requirements may not be completed by the Seller and**
179 **shall not be cause to terminate the sale.**

180 **The terms of NWMLS Form 35 are superseded by this agreement.**

181 **HOME BUYER WARRANTY 2-10:** The only warranty expressed or implied provided by the Seller is the HBW 2-10 Warranty,
182 which by reference is incorporated herein as if fully set forth. No other warranties are given, expressed or implied and the
183 Buyer agrees to accept the property and the home constructed thereon in “AS IS” condition. THE PARTIES AGREE THAT IN
184 THE EVENT THERE IS ANY DISPUTE OR DISAGREEMENT BETWEEN THE PARTIES OR ANY ISSUE CONCERNING THE
185 WARRANTIES GIVEN HEREUNDER, ALL SAID DISPUTES SHALL BE RESOLVED BY MANDATORY BINDING ARBITRATION AS IF

Buyer Initials: _____ Date: _____ Buyer Initials: _____ Date: _____



Heritage at Gig Harbor
PURCHASE ADDENDUM

Building Exceptional Homes.

186 SPECIFICALLY SET FORTH IN THIS AGREEMENT.
187 The Buyer, by initialing herein, agrees to be bound by all of the terms and provisions of this paragraph.

188 **Irrigation Systems:** Buyer acknowledges that if an irrigation system is provided it is the Buyer’s responsibility to perform
189 any winter maintenance needed prevent pipes from freezing as well as spring maintenance to re-activate the system.

190 **Manufacturer Warranties:** Certain Manufacturers provide warranties that are direct between Buyer and Manufacturer,
191 for example, appliances. At the time of Home Orientation, Seller shall provide information and assign all applicable
192 manufacturer warranties to Buyer.

193 **Dispute Resolution:**
194 **Prior to Closing:** In the event there is any dispute or disagreement of any kind between Buyer and Seller, the Seller,
195 at its sole option, shall have the right to rescind the Purchase and Sale Agreement by giving written notice to the
196 Buyer, together with a return to the Buyer of that portion of earnest money and option deposits which have not
197 been expended on the Buyer’s behalf. Upon receipt of this notice by the Buyer or Buyer’s agent, the Purchase and
198 Sale agreement will be immediately terminated. Buyer agrees that in the event the seller makes such an election, that the
199 refund of these funds shall be their sole and exclusive remedy as to any claims the Buyer may have against the Seller
200 arising out of or in connection with this agreement.

201 **After Closing:**
202 **Builders Warranty Claims:** Buyer shall present all claims for breach of the Home Buyers 2-10 Warranty within 30 days of
203 the time that the deficiency is discovered, or in the exercise of reasonable diligence, should have discovered the defect. All
204 such warranty claims shall be made in accordance with the Home Buyers 2-10 Warranty, a copy of which the Buyer
205 acknowledges having received.

206 **Non-Warranty Claims:** All claims, disputes and controversies arising out of or relating to this Purchase and Sale
207 Agreement and all attached addendums other than those provided in the immediately two preceding paragraphs entitled
208 Dispute Resolution: Prior to Closing, Dispute Resolution shall be commenced by providing written notice of the claim or
209 dispute to the other party. In the event that the parties have failed to resolve the claim or dispute within 30 days of such
210 notice, as a precondition to any other method of dispute resolutions, Buyer or Seller must commence action of the claim
211 or dispute at the Pierce County Center for Dispute Resolution.

212 Each party will pay one-half of the cost of such mediation. Notice of a request for such mediation shall be sent by the
213 requesting party to the other party by certified mail, return receipt requested. In the event that the claim or dispute is not
214 resolved in mediation, either party may commence arbitration proceedings before a single arbitrator pursuant to RCW
215 7.04. Each party shall pay one-half of the cost of the arbitrator. Neither party shall be entitled to attorney’s fees or costs
216 from the other party. This provision regarding attorney’s fees shall supersede any other provision contained in the
217 Purchase and Sale Agreement or any addendums thereto-regarding attorney’s fees. The arbitrator shall conduct the
218 arbitration hearing at a time and place set provided that such hearing must occur within 90 days of the appointment of the
219 arbitrator. The decision of the arbitrator shall be issued within 30 days of the hearing and shall be final and judgment may
220 be entered upon or in accordance with the applicable law of any court having jurisdiction thereof.

221 **Attorney’s Fees:** In the event arbitration proceedings are instituted pursuant to the provisions of this Agreement, each
222 party shall be responsible and pay for all of said party’s attorney’s fees and costs and that neither party shall recover
223 reimbursement of attorney’s fees from the other. However, in the event the Buyer, in violation of the provisions of this
224 Agreement, institutes a legal action in Superior Court and the seller is successful in dismissing said action in having the
225 matter submitted to arbitration as provided for under the terms of this agreement, then in that event the Buyer shall pay
226 the attorney’s fees of the seller inundating such dismissal and order requiring arbitration.

227 **Arbitration of Warranty Claims:** All claims, disputes and controversies between Seller and Buyer arising from or relating to
228 alleged defects in the home or the property which are asserted by Buyer after the Buyer’s closing of the purchase of the
229 property shall be submitted to binding arbitration commenced and conducted in accordance with the arbitration provision
230 of the most recent edition of the HBW 2-10 Warranty, as published on the date of the execution of this Agreement and has

Buyer Initials: _____ Date: _____ Buyer Initials: _____ Date: _____



Heritage at Gig Harbor
PURCHASE ADDENDUM

Building Exceptional Homes.

231 been made available to the Buyer and is incorporated into and made part of this agreement by reference.

232 **Homeowner’s Association & Dues:**

233 Upon closing, Buyers will become members of the community Homeowner Association (HOA), a non-profit corporation
234 organized under the laws of the State of Washington.

235 This association provides for the assessment and collection of a one-time initial fee referred to as Working

236 Capital. This fee is collected at closing and will be paid directly to the HOA.

237 Diamond Community Management is the management company for the HOA.

238 **General Provisions:**

239 **Model Homes:** Interior and exterior decorations and appliances, such as window coverings, valances, washer, dryer, are
240 displayed in the model home for illustration purposes only. Model homes may also feature security
241 systems, decorative wall paint, optional cabinetry, and millwork, upgraded landscaping, decking, and/or patio, exterior
242 lighting and/or lampposts, which are not included in the base price of the home. The Buyer has received the Standard
243 Features Addendum and has not relied on any other representation.

244 **Purchasing a Model Home:** If the property is a home that has been used as a display model, Buyer accepts the home in its
245 existing condition unless otherwise agreed in writing.

246 **Included Items:** NWMLS Form 21, Line 5 is waived. The stove/range, dishwasher, garbage disposal and microwave are
247 included in the base price of the home. All other appliances screens, fences, garage door openers, etc. are options unless
248 specifically listed in the Standard Features Addendum.

249 **Utilities:** NWMLS Form 22K is waived. The Seller will provide a list of utilities at the Homeowner Orientation. Buyer
250 agrees to notify utilities companies (gas, water, sewer, electricity.) and make necessary arrangements to transfer billings
251 effective as of the date of closing or possession, whichever is first.

252 This Agreement shall supersede and prevail in any conflict between the NWMLS Form 21, Purchase and Sale Agreement
253 and all addenda to which this is attached. Changes to the standard form of this addendum shall prevail, provided both
254 parties initial them.

Scott A Walker
Vice President, Rush Residential, Inc.

Date

Buyer Initials: _____ Date: _____ Buyer Initials: _____ Date: _____



ADDENDUM A

Building Exceptional Homes.

This is part of the Purchase and Sale Agreement dated: _____

Buyers Name: _____

Property Address:

NOTICE TO BUYERS AND SELLING BROKERS

Closing Procedures Agreement:

Rush Residential representative will contact the buyer and schedule a new homeowner orientation (walk through) approximately 14 days before scheduled completion or closing of the home. Any items in need of correction will be documented at the orientation. Rush Residential will make every effort to complete the list prior to the closing date. Any items not completed prior to closing will be considered warranty items and completed after closing at the earlier possible time.

Buyer must sign off that buyer accepts home as is and that the final Homeowner Orientation Checklist has been finished to obtain keys

Broker and Buyer(s) have read the above, and, by signing underneath agree that they understand and will follow the procedure set by Rush.

The seller representative will schedule the new home orientations with the buyer between the hours of 9am-3pm Monday – Friday only.

Buyer: _____ **Date:** _____ **Buyer:** _____ **Date:** _____

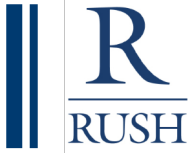
_____ **Date:** _____

Selling Broker

**Heritage at Gig Harbor
PLAT MAP - ADDENDUM B**

Building an Exceptional Future, Together.





ADDENDUM C

Building Exceptional Homes.

Buyers Name: _____

Property Address:

NOTICE TO BUYERS AND SELLING BROKERS

Visiting Your Home during the Construction Process:

Rush Residential makes every effort to accommodate clients' excitement to visit the home throughout the construction process. However, it is important to be aware that due to liability and insurance issues, Rush Residential's construction workers cannot work while separate 3rd parties are present in the home (buyer, agents, etc). Due to the increase of buyer's home visits during the work week, **Rush requires that all buyer visits take place on the weekends or after normal construction hours with their agent present and with an appointment made through the Listing Office. Please understand that any impromptu drive-bys or visits can cause production delays.**

All questions should be submitted to Rush through the Listing Office. The workers at the site may give misinformation without realizing it. By signing this form, you understand the above restrictions, and agree to abide by the set forth rules.

Buyer: _____ Date: _____ Buyer: _____ Date: _____

Selling Broker: _____ Date: _____