

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, customer changes, buyer selections, and delays due to materials and suppliers.

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 our Design Consultant when your questions pertain to your design choices.

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

Sincerely,



Scott Walker, VP of Rush Residential



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 Newberry Trails Purchase Addendum.

Please use the following forms:

- _____ One Page Newberry Trails 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 Builder’s Addendum

- _____ Legal Description*
- _____ Newberry Trails Purchase Addendum*
- _____ Notice to Buyers/Addendum A - Walk-through Instructions*
- _____ Notice to Buyers/Addendum B - Construction Schedule*
- _____ Notice to Buyers/Addendum C – Visiting Your Home*
- _____ Copy of Home Plan initialed* (can be found on the Newberry Trails community page under Home Plans)
- _____ 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 First American Title Company)
- _____ Pre-approval Letter (if using a different lender than preferred lender Community One)
- _____ Pre-approval Letter from Community One

See Financing Section of Newberry Trails Building Addendum. Also noted on One Page Newberry Trails Purchase Form.

- _____ Form 17

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



BUYER INFORMATION

Current Address: _____

Contact Numbers: Cell: _____ co/buyer: _____

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

Selling Agent: _____ Selling Office: _____

Agent Phone: Office (Required Field) _____ Cell: _____

Selling Agent Email: _____

SALE DETAILS

NWMLS #: _____

Floor Plan: _____ Lot #: _____ Subject to Lot Premium _____

Base List: _____ Total Upgrades/Premiums: _____

TOTAL OFFER PRICE: _____

Earnest Money Deposit: **\$3,500.00**

**Please make out Earnest Money Check to First American Title Company and Escrow*

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

Desired Closing Date (Allow 6 months for Presale): _____

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

Offer is subject to buyer's approval of standard specs and upgrade options.

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 Gary Hendrickson at garyh@gh1team.com

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.



NEWBERRY TRAILS
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 _____ Newberry Trails, in
4 the City of Puyallup, Pierce County, Washington, with Home Plan: _____

5 IT AS AGREED BETWEEN BUYER AND SELLER AS FOLLOWS:

6 Earnest Money: Earnest Money shall be \$3,500. paid to First American Title and Escrow, and credited to the
7 Buyer at closing. Earnest Money is considered a non-refundable construction deposit upon removal of the financing
8 contingency or 30 days after Mutual Acceptance, whichever is first.

9 Closing Agent shall be First American Title Company, 5401 32nd Ave NW, Suite 107, Gig Harbor, WA 98335.
10 Office # 253-857-8411, Fax # 866-235-5160. Seller receives a Builder's discount rate on the escrow fee, which does
11 not affect Buyer's normal competitive rate.

12 A Standard Title Insurance Policy shall be ordered through First American 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 Newberry Trails Community Association: Upon closing, Buyers pay pro-rated dues (Annual dues are \$1,200).
16 A one-time capital contribution of \$500 to the HOA and a \$75 transfer fee. (Fees subject to change) applies.

17 Buyer Bonus/Seller Paid Closing Costs:

18 If Buyer finances home with Preferred Lender. Seller will pay \$2,000 of Buyers closing costs.
19 If Buyer finances with another Lender. Seller will pay none of the Buyers closing costs. (See finance section starting at line
20 59).

21 This offer [] IS NOT OR [] IS, contingent upon the sale of the buyers home.

22 Completion, Closing Date, Possession and Keys:

23 Completion is defined as when a Certificate of Occupancy is issued by the permitting authority. Unless the Certificate of
24 Occupancy has been issued, the exact completion date is not guaranteed and as such, the Closing Date is a best estimate.
25 Closing cannot occur until after the Certificate of Occupancy has been issued. The Buyer will be notified when the
26 construction is approximately 45 days from completion and again 2 weeks prior to completion.

27 Home status: At the time of this offer, the status of this home is: (Check one)

28 _____ To Be Constructed (Pre-Sale): The Standard Features Exhibit is hereby attached and incorporated into this
29 agreement as Exhibit A-1. Options and upgrades may be selected using the Buyer Selections Sheet.

30 _____ Under Construction: The Standard Features Exhibit is attached and incorporated into this agreement.

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

33 Closing Date: This date is only a best estimate of completion. See Completion above. It is the Buyers Agents responsibility
34 to communicate the actual closing date to Buyers selected Lender. If the Preferred Lender is used the Seller or Seller's Agent

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



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37 will be responsible for this communication.

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

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

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

49 **Home Sale Contingency:**

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

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

59 **Financing: Preferred Lender for Rush Residential is**

60 **Community One Financial. Attn: Chris Johnston**
61 10023 128th St E, Puyallup, WA 98373
62 Phone: 253-229-2562 or 253-770-2282 or Fax: 253-770-9779
63 Email:cjohnston@communityoneonline.com

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

68 **Selection of Lender and Loan Commitment Letter:** The Buyer must notify the Seller of selection of lender by providing an
69 acceptable loan commitment letter from that lender to the Seller within Fourteen (14) days of mutual acceptance. If an
70 acceptable loan commitment letter is not received in this time, the Buyer must waive any financing contingencies or the
71 Seller may rescind this agreement and return the earnest money. Buyer may not change lenders without written approval
72 of the Seller.

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

74 **FHA/VA Financing:** The Buyer will finance the VA Funding Fee, which is not part of the purchase price. Any Non-allowable

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



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75 closing costs as defined by VA/FHA will be paid out of Seller paid closing cost.

76

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

78 **Forfeit of Incentives:** If the Buyer receives incentives for using the Preferred Lender and changes lenders prior to closing,
79 all incentives received are forfeited and all deposits owed are due and payable immediately.

80 If the payment is not made within 5 days of the approval to change lenders, the Seller may terminate this agreement and
81 retain all deposits.

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

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

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

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

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

94 **Personalizing your home:**

95 Depending on the phase of construction, you may be able to make design and upgrade selections using the Buyer
96 Selections Sheet provided by the sales agent or by having a Design Meeting with a Senior Design Consultant.

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

99 **Buyer Selection Sheet:** If the Buyer(s) make their own selections using the Buyer Selection Sheet, the form to do
100 so will be provided by the Sellers Agent and will be due at Mutual Acceptance, unless otherwise agreed to in writing.

101 **Buyer Selection Sheet:**

102 **Deposit Schedule when using the Buyer Selection Sheet.**

103 **Upgrades totaling \$10,000. or less:** Upgrade deposit is NOT required.

104 **Upgrades totaling \$10,001. - \$15,000.:** 50% Non-refundable upgrade deposit is required when using the preferred lender.
105 100% Non-refundable deposit is required if another lender is used.

106 **Upgrades totaling \$15,001 +:** 100% Non-Refundable deposit is required regardless of lender.

107 All Upgrade deposits are Non-refundable and must be received by Rush before any work will begin.

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

109 **Failure to include upgrade charges:**

110 In the event that the upgrade charges which are agreed upon pursuant to this agreement are not reflected in the closing

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



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111 statement and purchase price, the parties agree that the purchase price be adjusted to include the upgrades and the
112 buyer, upon discovery of the failure to include those upgrades in the purchase price, pay the amount of the same to the
113 seller directly within ten (10) days after written demand has been made for the same which would include an explanation
114 as to why payment for the overcharges are due. At that time the closing agent would be instructed to amend the closing
115 statement to reflect the increase in the purchase price and an amended excise tax affidavit be filed and the seller would
116 then pay the additional excise tax due on the amount of the upgrades that were failed to be included in the purchase price
117 in the initial closing documents.

118 **Termination based on design selections:** Should the Buyer be unable or unwilling to continue at the end of the design
119 selection period, this agreement will be terminated, and the Earnest Money will be returned to the Buyer.

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

123 **Construction:**

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

127 Utility boxes, light poles etc. are placed on lots by the respective municipality or sub-contractors and therefore may impact
128 driveway and or landscape layouts. It is not the responsibility of the builder to determine placement or move such
129 utilities. If you have any questions regarding the layout of your particular lot please consult your sales agent for
130 clarification.

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

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

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

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

142 **Marketing Blacklines:** All blacklines and floor plans measurements are approximate and will vary from house to house.
143 Buyer should verify exact measurements.

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

147 **The Buyer agrees not to enter onto the property or home during construction without consent of the Seller or Seller's**

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



NEWBERRY TRAILS
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148 **Agent.**
149 **Buyer is expressly denied permission to perform any work on the property prior to closing.**

150 **Questions about your home:** Questions will arise during construction of your home. "Questions About My Home" can be
151 addressed using our website, www.rushresidential.com on the contact us page, using the questions about my home
152 contact form or by contacting the selling agent.

153 Questions submitted on our website will receive a response in about 2 business days.

154 **Sales staff, production staff and sub-contractors cannot respond to production questions without approval of the**
155 **superintendent.**

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

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

167 **Buyer's Third-Party Home Inspection:** The Seller encourages the Buyer to have the property inspected by a licensed home
168 inspector prior to New Home Orientation. Inspections must be performed after Certificate of Occupancy is issued and
169 prior to the New Home Orientation. All inspections must be scheduled through the Realtor with the approval of the Rush
170 superintendent. Inspection reports submitted to the Seller must include a copy of the inspector's license and Credentials.
171

172 **Seller agrees in advance to correct items required by local building code, items required to obtain final Certificate of**
173 **Occupancy and items that do not meet Rush Residential standards as stated in the HBW 2-10 WARRANTY.**
174 **Any items noted by the inspector that do not fall under these requirements may not be completed by the Seller and**
175 **shall not be cause to terminate the sale.**

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

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

183 The Buyer, by initialing herein, agrees to be bound by all terms and provisions of this paragraph.

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

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

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



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

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

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

208 Each party will pay one-half of the cost of such mediation. Notice of a request for such mediation shall be sent by the
209 requesting party to the other party by certified mail, return receipt requested. In the event that the claim or dispute is not
210 resolved in mediation, either party may commence arbitration proceedings before a single arbitrator pursuant to RCW
211 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
212 from the other party. This provision regarding attorney’s fees shall supersede any other provision contained in the
213 Purchase and Sale Agreement or any addendums thereto-regarding attorney’s fees. The arbitrator shall conduct the
214 arbitration hearing at a time and place set provided that such hearing must occur within 90 days of the appointment of the
215 arbitrator. The decision of the arbitrator shall be issued within 30 days of the hearing and shall be final and judgment may
216 be entered upon or in accordance with the applicable law of any court having jurisdiction thereof.

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

223 **Arbitration of Warranty Claims:** All claims, disputes and controversies between Seller and Buyer arising from or relating to
224 alleged defects in the home or the property which are asserted by Buyer after the Buyer’s closing of the purchase of the
225 property shall be submitted to binding arbitration commenced and conducted in accordance with the arbitration provision
226 of the most recent edition of the HBW 2-10 Warranty, as published on the date of the execution of this Agreement and has
227 been made available to the Buyer and is incorporated into and made part of this agreement by reference.

228 **Homeowner’s Association & Dues:**
229 Upon closing, Buyers will become members of the community Homeowner Association (HOA), a non-profit corporation
230 organized under the laws of the State of Washington. This association provides for the assessment and collection of a one-
231 time initial fee from each Buyer referred to as Working Capital.
232 This fee is collected at closing and will be paid directly to the HOA, to partially reimburse expenses for neighborhood
233 improvements and maintenance, on behalf of the Association. The HOA will also assess monthly dues for each lot owned
234 by each member to maintain and improve common areas. The monthly dues shown on page 1 represent the known dues

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



**NEWBERRY TRAILS
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235 for the current fiscal year and will be prorated at closing.
236 Diamond Community Management is the management company for the HOA. 253-514-6638
237 dcmfrontdesk@diamonddcm.net.

238 General Provisions:

239 **Model Homes:** Interior and exterior decorations and appliances, such as window coverings, valances, washer, dryer, and
240 refrigerator displayed in the model home are 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 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.

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

_____ Date: _____

Selling Broker



NEWBERRY TRAILS PLAT MAP - ADDENDUM B

Building an Exceptional Future, Together





ADDENDUM C

Building Exceptional Homes.

This is part of the Purchase and Sale Agreement dated:

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 rule

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

_____ Date: _____

Selling Broker

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

SELLER: Rush Residential Inc 1
Seller Seller

To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, 2
condominiums not subject to a public offering statement, certain timeshares, and manufactured and mobile homes. See RCW 3
Chapter 64.06 for further information. 4

INSTRUCTIONS TO THE SELLER 5

Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property check 6
"NA." If the answer is "yes" to any asterisked (*) item(s), please explain on attached sheets. Please refer to the line number(s) of 7
the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure 8
statement and each attachment. Delivery of the disclosure statement must occur not later than five (5) business days, unless 9
otherwise agreed, after mutual acceptance of a written purchase and sale agreement between Buyer and Seller. 10

NOTICE TO THE BUYER 11

THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT 12
Newberry Trails, CITY Puyallup, 13
STATE WA, ZIP 98373, COUNTY Pierce ("THE PROPERTY") OR AS 14
LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A. 15

SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED 16
ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE 17
STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM 18
THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT 19
BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE 20
SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND 21
PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT. 22

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE 23
LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF 24
ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER. 25

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED 26
TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, 27
WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, 28
BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. 29
THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE 30
PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY 31
ADVICE, INSPECTION, DEFECTS OR WARRANTIES. 32

SELLER IS/ IS NOT OCCUPYING THE PROPERTY. 33

I. SELLER'S DISCLOSURES: 34

If you answer "Yes" to a question with an asterisk (), please explain your answer and attach documents, if available and not 35
otherwise publicly recorded. If necessary, use an attached sheet. 36

	YES	NO	DON'T KNOW	N/A
1. TITLE				
A. Do you have legal authority to sell the property? If no, please explain.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*B. Is title to the property subject to any of the following?				
(1) First right of refusal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) Option	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3) Lease or rental agreement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4) Life estate?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*C. Are there any encroachments, boundary agreements, or boundary disputes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*D. Is there a private road or easement agreement for access to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*F. Are there any written agreements for joint maintenance of an easement or right-of-way?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*G. Is there any study, survey project, or notice that would adversely affect the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*H. Are there any pending or existing assessments against the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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**SELLER DISCLOSURE STATEMENT
 IMPROVED PROPERTY**

(Continued)

	YES	NO	DON'T KNOW	N/A	
*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	52
					53
*J. Is there a boundary survey for the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	54
					55
*K. Are there any covenants, conditions, or restrictions recorded against the property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	56
					57
PLEASE NOTE: Covenants, conditions, and restrictions which purport to forbid or restrict the conveyance, encumbrance, occupancy, or lease of real property to individuals based on race, creed, color, sex, national origin, familial status, or disability are void, unenforceable, and illegal. RCW 49.60.224.					58
					59
					60
					61

2. WATER

A. Household Water

(1) The source of water for the property is: <input checked="" type="checkbox"/> Private or publicly owned water system					62
<input type="checkbox"/> Private well serving only the subject property * <input type="checkbox"/> Other water system					63
*If shared, are there any written agreements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	64
					65
*(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	66
					67
*(3) Are there any problems or repairs needed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	68
					69
(4) During your ownership, has the source provided an adequate year-round supply of potable water? ..	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	70
If no, please explain: _____					71
*(5) Are there any water treatment systems for the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	72
If yes, are they: <input type="checkbox"/> Leased <input type="checkbox"/> Owned					73
*(6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	74
					75
(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? ..	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	76
*(b) If yes, has all or any portion of the water right not been used for five or more successive years? ..	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	77
*(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	78

B. Irrigation Water

(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	79
					80
*(a) If yes, has all or any portion of the water right not been used for five or more successive years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	81
					82
*(b) If so, is the certificate available? (If yes, please attach a copy.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	83
					84
*(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? ..	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	85
*(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	86
If so, please identify the entity that supplies water to the property:					87
_____					88

C. Outdoor Sprinkler System

(1) Is there an outdoor sprinkler system for the property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	89
					90
*(2) If yes, are there any defects in the system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	91
					92
*(3) If yes, is the sprinkler system connected to irrigation water?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	93

3. SEWER/ON-SITE SEWAGE SYSTEM

A. The property is served by:

<input checked="" type="checkbox"/> Public sewer system <input type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts)					94
<input type="checkbox"/> Other disposal system					95
Please describe: _____					96
					97

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SELLER'S INITIALS

Date

SELLER'S INITIALS

Date

**SELLER DISCLOSURE STATEMENT
 IMPROVED PROPERTY**

(Continued)

- | | YES | NO | DON'T KNOW | N/A | 98 |
|--|-------------------------------------|-------------------------------------|--------------------------|-------------------------------------|-----|
| B. If public sewer system service is available to the property, is the house connected to the sewer main? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 99 |
| If no, please explain: _____ | | | | | 100 |
| | | | | | 101 |
| *C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 102 |
| | | | | | 103 |
| D. If the property is connected to an on-site sewage system: | | | | | 104 |
| * (1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 105 |
| | | | | | 106 |
| (2) When was it last pumped? _____ | | | | | 107 |
| * (3) Are there any defects in the operation of the on-site sewage system? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 108 |
| (4) When was it last inspected? _____ | | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 109 |
| By whom: _____ | | | | | 110 |
| (5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms | | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 111 |
| E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 112 |
| If no, please explain: _____ | | | | | 113 |
| | | | | | 114 |
| *F. Have there been any changes or repairs to the on-site sewage system? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 115 |
| G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 116 |
| If no, please explain: _____ | | | | | 117 |
| | | | | | 118 |
| *H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 119 |
| | | | | | 120 |

NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUESTIONS LISTED IN ITEM 4 (STRUCTURAL) OR ITEM 5 (SYSTEMS AND FIXTURES). 121

4. STRUCTURAL 122

- | | | | | | |
|---|---|--|--------------------------|-------------------------------------|-----|
| *A. Has the roof leaked within the last 5 years? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 123 |
| *B. Has the basement flooded or leaked? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 124 |
| *C. Have there been any conversions, additions or remodeling? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 125 |
| * (1) If yes, were all building permits obtained? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 126 |
| * (2) If yes, were all final inspections obtained? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 127 |
| D. Do you know the age of the house? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 128 |
| If yes, year of original construction: _____ | | | | | 129 |
| *E. Has there been any settling, slippage, or sliding of the property or its improvements? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 130 |
| *F. Are there any defects with the following: (If yes, please check applicable items and explain) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 131 |
| <input type="checkbox"/> Foundations | <input type="checkbox"/> Decks | <input type="checkbox"/> Exterior Walls | | | 132 |
| <input type="checkbox"/> Chimneys | <input type="checkbox"/> Interior Walls | <input type="checkbox"/> Fire Alarms | | | 133 |
| <input type="checkbox"/> Doors | <input type="checkbox"/> Windows | <input type="checkbox"/> Patio | | | 134 |
| <input type="checkbox"/> Ceilings | <input type="checkbox"/> Slab Floors | <input type="checkbox"/> Driveways | | | 135 |
| <input type="checkbox"/> Pools | <input type="checkbox"/> Hot Tub | <input type="checkbox"/> Sauna | | | 136 |
| <input type="checkbox"/> Sidewalks | <input type="checkbox"/> Outbuildings | <input type="checkbox"/> Fireplaces | | | 137 |
| <input type="checkbox"/> Garage Floors | <input type="checkbox"/> Walkways | <input type="checkbox"/> Siding | | | 138 |
| <input type="checkbox"/> Wood Stoves | <input type="checkbox"/> Elevators | <input type="checkbox"/> Incline Elevators | | | 139 |
| <input type="checkbox"/> Stairway Chair Lifts | <input type="checkbox"/> Wheelchair Lifts | <input type="checkbox"/> Other _____ | | | 140 |
| | | | | | 141 |
| *G. Was a structural pest or "whole house" inspection done? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 142 |
| If yes, when and by whom was the inspection completed? | | | | | 143 |
| _____ | | | | | 144 |
| H. During your ownership, has the property had any wood destroying organism or pest infestation? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 145 |
| I. Is the attic insulated? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 146 |
| J. Is the basement insulated? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 147 |

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 SELLER'S INITIALS

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Date

**SELLER DISCLOSURE STATEMENT
 IMPROVED PROPERTY**

(Continued)

	YES	NO	DON'T KNOW	N/A	148
5. SYSTEMS AND FIXTURES					149
*A. If any of the following systems or fixtures are included with the transfer, are there any defects?					150
If yes, please explain: _____					151
Electrical system, including wiring, switches, outlets, and service	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	152
Plumbing system, including pipes, faucets, fixtures, and toilets	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	153
Hot water tank	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	154
Garbage disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	155
Appliances	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	156
Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	157
Heating and cooling systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	158
Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	159
Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	160
*B. If any of the following fixtures or property is included with the transfer, are they leased?					161
(If yes, please attach copy of lease.)					162
Security System: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	163
Tanks (type): _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	164
Satellite dish: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	165
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	166
*C. Are any of the following kinds of wood burning appliances present at the property?					167
(1) Woodstove?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	168
(2) Fireplace insert?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	169
(3) Pellet stove?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	170
(4) Fireplace?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	171
If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental Protection Agency as clean burning appliances to improve air quality and public health?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	172
D. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	174
E. Is the property equipped with carbon monoxide alarms? (Note: Pursuant to RCW 19.27.530, Seller must equip the residence with carbon monoxide alarms as required by the state building code.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	176
F. Is the property equipped with smoke alarms?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	178
6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS					179
A. Is there a Homeowners' Association?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	180
Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available: _____					181
B. Are there regular periodic assessments?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	182
\$ <u>1,200.00</u> per <input type="checkbox"/> month <input checked="" type="checkbox"/> year					183
<input checked="" type="checkbox"/> Other: <u>One time Capital Contribution of \$500 + \$75.00 transfer fee</u>					184
*C. Are there any pending special assessments?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	185
*D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	186
7. ENVIRONMENTAL					187
*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	188
*B. Does any part of the property contain fill dirt, waste, or other fill material?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	189
*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	190
D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	191
*E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	192
*F. Has the property been used for commercial or industrial purposes?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	193

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**SELLER DISCLOSURE STATEMENT
 IMPROVED PROPERTY**

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	YES	NO	DON'T KNOW	N/A	
*G. Is there any soil or groundwater contamination?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	202
					203
*H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	204
					205
*I. Has the property been used as a legal or illegal dumping site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	206
					207
*J. Has the property been used as an illegal drug manufacturing site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	208
					209
*K. Are there any radio towers in the area that cause interference with cellular telephone reception?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	210
8. LEAD BASED PAINT (Applicable if the house was built before 1978).					210
A. Presence of lead-based paint and/or lead-based paint hazards (check one below):					211
<input type="checkbox"/> Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). _____					212
					213
<input type="checkbox"/> Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.					214
B. Records and reports available to the Seller (check one below):					215
<input type="checkbox"/> Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). _____					216
					217
<input type="checkbox"/> Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.					218
					219
9. MANUFACTURED AND MOBILE HOMES					220
If the property includes a manufactured or mobile home,					221
*A. Did you make any alterations to the home?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	222
If yes, please describe the alterations: _____					223
*B. Did any previous owner make any alterations to the home?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	224
*C. If alterations were made, were permits or variances for these alterations obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	225
					226
10. FULL DISCLOSURE BY SELLERS					226
A. Other conditions or defects:					227
*Are there any other existing material defects affecting the property that a prospective buyer should know about?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	228
					229
B. Verification					230
The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licensees harmless from and against any and all claims that the above information is inaccurate. Seller authorizes real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.					231
					232
					233
					234
_____ Seller	_____ Date	_____ Seller	_____ Date		235
					236

If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of the question(s).

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**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

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II. NOTICES TO THE BUYER

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1. SEX OFFENDER REGISTRATION

253

INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.

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255
256

2. PROXIMITY TO FARMING

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THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN CLOSE PROXIMITY TO A FARM. THE OPERATION OF A FARM INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES, WHICH ARE PROTECTED UNDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT.

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III. BUYER'S ACKNOWLEDGEMENT

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1. BUYER HEREBY ACKNOWLEDGES THAT:

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- A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation. 263
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- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party. 265
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- C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information. 267
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- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller. 269
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s). 270
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- F. If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet *Protect Your Family From Lead in Your Home*. 272
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DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

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BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.

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Buyer Date Buyer Date

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2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER

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Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure.

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Buyer Date Buyer Date

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3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT

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Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive the receipt of the "Environmental" section of the Seller Disclosure Statement.

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Buyer Date Buyer Date

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Dono 5/11/18
SELLER'S INITIALS Date

SELLER'S INITIALS Date