

CONDOMINIUM PURCHASE AND SALE AGREEMENT
Specific Terms

1. **Date:** _____ **MLS No.:** 1840369 **Offer Expiration Date:** _____
2. **Buyer:** _____
Buyer _____ Buyer _____ Status _____
3. **Seller:** Oak Ridge Partners, LLC.
Seller _____ Seller _____
4. **Property:** Tax Parcel No(s): 373701400801 Unit No.: _____
Residential Condominium: Oak Ridge Parking No.: _____ : Storage No.: _____
1821 153rd St SW Lynnwood Snohomish WA 98087
Address City County State Zip
 Declaration Recording No.: 202107060890 ; attached as Exhibit A; not available, attach Form 29
5. **Included Items:** stove/range; refrigerator; washer; dryer; dishwasher; security system; satellite dish;
 wood stove; fireplace insert; hot tub; attached television(s); attached speaker(s); microwave;
 generator; other _____
6. **Purchase Price:** \$ _____ Dollars
7. **Earnest Money:** \$ _____ Check; Note; Wire; Other _____
Delivery Date 1 days after mutual acceptance; to be held by Buyer Brokerage Firm; Closing Agent
8. **Default:** (check only one) Forfeiture of Earnest Money; Seller's Election of Remedies
9. **Title Insurance Company:** Chicago Title Gary Kruik
10. **Closing Agent:** Chicago Escrow Diane Barlow
Company Individual (optional)
11. **Closing Date:** _____; **Possession Date:** on Closing; Other _____
12. **Services of Closing Agent for Payment of Utilities:** Requested (attach NWMLS Form 22K); Waived
13. **Charges/Assessments Levied Before but Due After Closing:** assumed by Buyer; prepaid in full by Seller at Closing
14. **Seller Citizenship (FIRPTA):** Seller is; is not a foreign person for purposes of U.S. income taxation
15. ~~**Now Construction or Conversion:** is (attach NWMLS Form 29); is not~~
16. **Public Offering Statement or Resale Certificate:** received _____; deliver to Buyer _____ days after mutual acceptance
17. **Condominium Assessment:** \$ 98.00 per month and Deposit equal to 2 month's assessment at Closing
18. **Agency Disclosure:** Buyer represented by: Buyer Broker; Buyer/Listing Broker (dual agent); unrepresented
Seller represented by: Listing Broker; Listing/Buyer Broker (dual agent); unrepresented
19. **Addenda:** 22A(Financing) 22D(Optional Clauses)

Builders Addendum "SAPSA", Specifications Addendum "B", Landscape Maintenance, Exhibit "A","B","C".

Initial

Buyer Signature _____ Date _____

Seller Signature _____ Date _____

Buyer Signature _____ Date _____

Seller Signature _____ Date _____

Buyer Address _____

Seller Address _____

City, State, Zip _____

Mukilteo, WA
City, State, Zip _____

Buyer Phone No. _____ Fax No. _____

Seller Phone No. _____ Fax No. _____

Buyer E-mail Address _____

Seller E-mail Address _____

Buyer Brokerage Firm _____ MLS Office No. _____

John L. Scott Mill Creek **1779**
Listing Brokerage Firm _____ MLS Office No. _____

Buyer Broker (Print) _____ MLS LAG No. _____

Bruce Lystad **73280**
Listing Broker (Print) _____ MLS LAG No. _____

Firm Phone No. _____ Broker Phone No. _____ Firm Fax No. _____

(425) 743-1600 **(425) 750-7006** **(425) 948-7111**
Firm Phone No. _____ Broker Phone No. _____ Firm Fax No. _____

Firm Document E-mail Address _____

millcreektowncenter@johnlscott.com
Firm Document E-mail Address _____

Buyer Broker E-mail Address _____

brucelystad@gmail.com
Listing Broker E-mail Address _____

Buyer Broker DOL License No. _____ Firm DOL License No. _____

22209 **24058**
Listing Broker DOL License No. _____ Firm DOL License No. _____

CONDOMINIUM PURCHASE AND SALE AGREEMENT
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a. **Purchase Price.** Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. The parties shall use caution when wiring funds to avoid potential wire fraud. Before wiring funds, the party wiring funds shall take steps to confirm any wire instructions via an independently verified phone number and other appropriate measures.

b. **Earnest Money.** Buyer shall deliver the Earnest Money by the Delivery Date listed in Specific Term 7 (2 days after mutual acceptance if not filled in) to the party holding the Earnest Money (Buyer Brokerage Firm or Closing Agent). If sent by mail, the Earnest Money must arrive at Buyer Brokerage Firm or Closing Agent by the Delivery Date. If the Earnest Money is held by Buyer Brokerage Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Buyer Brokerage Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Buyer Brokerage Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Buyer Brokerage Firm is over \$10,000.00 Buyer has the option to require Buyer Brokerage Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Buyer Brokerage Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Buyer Brokerage Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Buyer Brokerage Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.

Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04, Closing Agent shall deliver notice of the demand to the other party within 15 days. If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent consistent instructions to Closing Agent to disburse the earnest money or refrain from commencing an interpleader action for a specified period of time. Pursuant to RCW 4.28.080, the parties consent to service of the summons and complaint for an interpleader action by first class mail, postage prepaid at the party's usual mailing address or the address identified in this Agreement. If the Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the disbursement of the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing Agent includes a Buyer Brokerage Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof.

c. **Included Items.** Any of the following items, including items identified in Specific Term No. 5 if the corresponding box is checked, located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, drapes and all other window treatments; window and door screens; awnings; storm doors and windows; installed television antennas; ventilating, air conditioning and heating fixtures; trash compactor; garbage disposal; fireplace doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; and other fixtures; and all associated operating remote controls. Unless otherwise agreed, if any of the above items are leased or encumbered, Seller shall acquire clear title before Closing.

d. **Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Seller shall not convey or reserve any oil and/or mineral rights after mutual acceptance without Buyer's written consent. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title.

Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

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- e. **Title Insurance.** Seller authorizes Buyer’s lender or Closing Agent, at Seller’s expense, to apply for the then-current ALTA form of Homeowner’s Policy of Title Insurance for One-to-Four Family Residence, from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. If the Title Insurance Company selected by the parties will not issue a Homeowner’s Policy for the Property, the parties agree that the Title Insurance Company shall instead issue the then-current ALTA standard form Owner’s Policy, together with homeowner’s additional protection and inflation protection endorsements, if available. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Buyer Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in the Policy and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer’s sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller’s inability to provide insurable title.

- f. **Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. “Closing” means the date on which all documents are recorded and the sale proceeds are available to Seller. Seller shall deliver keys and garage door remotes to Buyer on the Closing Date or on the Possession Date, whichever occurs first. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is provided possession. Seller shall either repair or replace any system or appliance (including, but not limited to plumbing, heat, electrical, and all Included Items) that becomes inoperative or malfunctions prior to Closing with a system or appliance of at least equal quality. Buyer reserves the right to walk through the Property within 5 days of Closing to verify that Seller has maintained the Property and systems/appliances as required by this paragraph. Seller shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer’s consent, which shall not be unreasonably withheld. If possession transfers at a time other than Closing, the parties shall execute NWMLS Form 65A (Rental Agreement/Occupancy Prior to Closing) or NWMLS Form 65B (Rental Agreement/Seller Occupancy After Closing) (or alternative rental agreements) and are advised of the need to contact their respective insurance companies to assure appropriate hazard and liability insurance policies are in place, as applicable.

RCW 19.27.530 requires the seller of any owner-occupied single-family residence to equip the residence with a carbon monoxide alarm(s) in accordance with the state building code before a buyer or any other person may legally occupy the residence following the sale. RCW 43.44.110 requires the seller of a dwelling unit, that does not have at least one smoke detection device, to provide at least one smoke detection device in the unit before the buyer or any other person occupies the unit following a sale. The parties acknowledge that the Brokers are not responsible for ensuring that Seller complies with RCW 19.27.530 or RCW 43.44.110. Buyer and Seller shall hold the Brokers and their Firms harmless from any claim resulting from Seller’s failure to install a carbon monoxide alarm(s) or smoke detector(s) in the Property.

- g. **Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys’ fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.

- h. **Closing Costs and Prorations and Charges and Assessments.** Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner’s association dues shall be prorated as of Closing. Buyer shall pay Buyer’s loan costs, including credit report, appraisal charge and lender’s title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides such statement to the Closing Agent. Seller shall pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 12, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and

Buyer’s Initials	Date	Buyer’s Initials	Date	Seller’s Initials	Date	Seller’s Initials	Date
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addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent). 112 113

Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No. 13. 114 115 116 117

i. Sale Information. Listing Broker and Buyer Broker are authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Broker and/or Buyer Broker, on request, any and all information and copies of documents concerning this sale. 118 119 120 121 122

j. Seller Citizenship and FIRPTA. Seller warrants that the identification of Seller’s citizenship status for purposes of U.S. income taxation in Specific Term No. 14 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment In Real Property Tax Act (“FIRPTA”) and provide the certification to the Closing Agent within 10 days of mutual acceptance. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service. 123 124 125 126 127 128

If Seller fails to provide the FIRPTA certification to the Closing Agent within 10 days of mutual acceptance, Buyer may give notice that Buyer may terminate the Agreement at any time 3 days thereafter (the “Right to Terminate Notice”). If Seller has not earlier provided the FIRPTA certification to the Closing Agent, Buyer may give notice of termination of this Agreement (the “Termination Notice”) any time following 3 days after delivery of the Right to Terminate Notice. If Buyer gives the Termination Notice before Seller provides the FIRPTA certification to the Closing Agent, this Agreement is terminated and the Earnest Money shall be refunded to Buyer. 129 130 131 132 133 134

k. Notices and Delivery of Documents. Any notice related to this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by Buyer Broker, or at the licensed office of Buyer Broker. Documents related to this Agreement, such as NWMLS Form 17, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Buyer Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice. 135 136 137 138 139 140 141 142

Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Buyer Broker and Buyer Brokerage Firm or both Listing Broker and Listing Brokerage Firm at the e-mail addresses specified on page one of this Agreement; or (ii) Buyer Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document. 143 144 145 146 147 148 149

l. Computation of Time. Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday or day when the county recording office is closed. When counting backwards from Closing, any period of time measured in days shall start on the day prior to Closing and if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day, moving forward, that is not a Saturday, Sunday or legal holiday (e.g. Monday or Tuesday). If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement. 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165

Buyer’s Initials Date Buyer’s Initials Date Seller’s Initials Date Seller’s Initials Date

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- m. **Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature. 166-169
- n. **Assignment.** Buyer may not assign this Agreement, or Buyer’s rights hereunder, without Seller’s prior written consent, unless the parties indicate that assignment is permitted by the addition of “and/or assigns” on the line identifying the Buyer on the first page of this Agreement. 170-172
- o. **Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 8, shall apply: 173-174
 - i. **Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure. 175-176
 - ii. **Seller’s Election of Remedies.** Seller may, at Seller’s option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller’s actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity. 177-180
- p. **Professional Advice and Attorneys’ Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys’ fees and expenses. 181-184
- q. **Offer.** This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, the other party’s broker, or at the licensed office of the other party’s broker pursuant to General Term k. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 185-188
- r. **Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller’s name and Seller’s warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, by the other party’s broker, or at the licensed office of the other party’s broker pursuant to General Term k. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 189-194
- s. **Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn. 195-197
- t. **Agency Disclosure.** Buyer Brokerage Firm, Buyer Brokerage Firm’s Designated Broker, Buyer Broker’s Branch Manager (if any) and Buyer Broker’s Managing Broker (if any) represent the same party that Buyer Broker represents. Listing Brokerage Firm, Listing Brokerage Firm’s Designated Broker, Listing Broker’s Branch Manager (if any), and Listing Broker’s Managing Broker (if any) represent the same party that the Listing Broker represents. If Buyer Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Buyer Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled “The Law of Real Estate Agency.” 198-206
- u. **Commission.** Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Brokerage Firm’s commission shall be apportioned between Listing Brokerage Firm and Buyer Brokerage Firm as specified in the listing. Seller and Buyer hereby consent to Listing Brokerage Firm or Buyer Brokerage Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Brokerage Firm and Buyer Brokerage Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or Buyer Brokerage Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys’ fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement. 207-214
- v. **Cancellation Rights/Lead-Based Paint.** If a residential dwelling was built on the Property prior to 1978, and Buyer receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter. 215-217

Buyer’s Initials	Date	Buyer’s Initials	Date	Seller’s Initials	Date	Seller’s Initials	Date
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- w. Information Verification Period.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Brokerage Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- x. Property Condition Disclaimer.** Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers have agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. In addition, some properties may contain soil or other contamination that is not readily apparent and may be hazardous. Brokers do not have the expertise to identify or assess defective or hazardous products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective or hazardous materials and conditions and evaluate the Property as there may be defects and hazards that only may be revealed by careful inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, fire, flood, earthquake, landslide, and other available coverage. Buyer acknowledges that local ordinances may restrict short term rentals of the Property. Buyer and Seller acknowledge that home protection plans may be available which may provide additional protection and benefit to Buyer and Seller. Brokers may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers.
- y. Public Offering Statement.** This paragraph only applies if a Public Offering Statement is required by RCW 64.34. If Buyer has not received a Public Offering Statement (including the Declaration, Survey Map and Plans, Association Articles of Incorporation, Association Bylaws, Association Rules and Regulations, Association Budget and Association Balance Sheet) Seller shall deliver a Public Offering Statement to Buyer by the date specified in Specific Term No. 16. Buyer shall be conclusively deemed to have approved the Public Offering Statement unless, within 7 days following receipt, Buyer gives notice of disapproval of the same. If Buyer disapproves the Public Offering Statement, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- z. Resale Certificate.** This paragraph only applies if a Public Offering Statement is NOT required by RCW 64.34. If Buyer has not received a Resale Certificate, Seller shall deliver a Resale Certificate to Buyer by the date specified in Specific Term No. 16. Buyer shall be conclusively deemed to have approved the Resale Certificate unless, within 5 days following receipt, Buyer gives notice of disapproval of the same. If Buyer disapproves the Resale Certificate, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- aa. Condominium Assessment.** The current Condominium Assessment is the amount specified in Specific Term No. 17, but is subject to change from time to time. In addition to Buyer's prorated portion of the Closing month's condominium assessment, a Deposit equal the amount specified in Specific Term No. 17 is required to be paid by Buyer at Closing.



Form 22A
Financing Addendum
Rev. 3/21
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This Addendum is Superseded by the Builders Addendum "SAPSA"

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FINANCING ADDENDUM TO PURCHASE & SALE AGREEMENT

Northwest Multiple Listing Service
ALL RIGHTS RESERVED

The following is part of the Purchase and Sale Agreement dated _____ 1
 between _____ ("Buyer") 2
Buyer Buyer
 and Oak Ridge Partners, LLC. ("Seller") 3
Seller Seller
 concerning 1821 153rd St SW Lynnwood WA 98087 (the "Property"). 4
Address City State Zip

1. LOAN APPLICATION. 5

- a. **Loan Application.** This Agreement is contingent on Buyer obtaining the following type of loan or loans to 6
 purchase the Property (the "Loan(s)"): Conventional First; Conventional Second; Bridge; VA; FHA; 7
 USDA; Home Equity Line of Credit; Other _____ 8
 (the "Financing Contingency"). Buyer shall pay \$ _____; or _____ % of the Purchase 9
 Price down, in addition to the Loans. Buyer shall make application for the Loans to pay the balance of the 10
 Purchase Price and pay the application fee, if required, for the subject Property within _____ days (5 days if 11
 not filled in) after mutual acceptance of this Agreement. For the purposes of this Addendum, "application" means 12
 the submission of Buyer's financial information for the purposes of obtaining an extension of credit including 13
 Buyer's name, income, social security number (if required), the Property address, purchase price, and the loan 14
 amount. If not waived, the Financing Contingency shall survive the Closing Date. 15
- b. **Waiver of Financing Contingency.** If Buyer (i) fails to make application for financing for the Property within 16
 the agreed time; (ii) changes the type of loan at any time without Seller's prior written consent; or (iii) changes 17
 the lender without Seller's prior written consent after the agreed upon time to apply for financing expires, then 18
 the Financing Contingency shall be deemed waived. Buyer's waiver of the Financing Contingency under this 19
 Paragraph 1(b) also constitutes waiver of Paragraph 5 (Appraisal Less Than Sales Price). For purposes of this 20
 Addendum, "lender" means either the party to whom the application was submitted or the party funding the 21
 loan. Buyer authorizes Listing Broker and Seller to inquire about the status of Buyer's loan approval with lender 22
 any time prior to Closing. Buyer will execute an authorization form, if required by lender, to accomplish the 23
 same. 24

2. FINANCING CONTINGENCY. Select "a" or "b" ("a" if neither is selected). 25

- a. **Seller's Notice to Perform.** 26
- i. **Notice to Perform.** At any time _____ days (21 days if not filled in) after mutual acceptance, Seller 27
 may give "Notice to Perform" requesting that Buyer waive the Financing Contingency and that Seller may 28
 give notice to terminate the Agreement at any time 3 days after delivery of that notice if Buyer does not 29
 earlier waive the Financing Contingency. NWMLS Form 22AR shall be used for this notice. 30
- ii. **Notice of Termination.** If Buyer has not previously waived the Financing Contingency, Seller may give 31
 "Notice of Termination" of this Agreement any time 3 days after delivery of Notice to Perform. If Seller gives 32
 Notice of Termination before Buyer has waived the Financing Contingency, this Agreement is terminated 33
 and the Earnest Money shall be refunded to Buyer. NWMLS Form 22AR shall be used for this notice. 34
- iii. **Appraisal Less Than Sales Price.** Buyer's waiver of the Financing Contingency under this Paragraph 2(a) 35
 will; or will not (will not, if not filled in) constitute waiver of Paragraph 5 (Appraisal Less Than Sales Price). 36
- b. **Automatic Waiver of Financing Contingency.** 37
- i. **Waiver.** The Financing Contingency shall conclusively be deemed waived unless within _____ days (21 38
 days if not filled in) after mutual acceptance, Buyer gives notice of termination of this Agreement. If Buyer 39
 gives timely notice of termination, the Earnest Money shall be refunded to Buyer after Buyer delivers written 40
 confirmation from Buyer's lender as required by Paragraph 4. 41
- ii. **Appraisal Less Than Sales Price.** Buyer's waiver of the Financing Contingency under this Paragraph 2(b) 42
 will; or will not (will not, if not filled in) constitute waiver of Paragraph 5 (Appraisal Less Than Sales Price). 43

 Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

**FINANCING ADDENDUM TO
PURCHASE & SALE AGREEMENT**

3. LOAN COST PROVISIONS. Seller shall pay up to \$ _____; or _____% of the Purchase Price (\$0.00 if not filled in), which shall be applied to Buyer's Loan(s) and settlement costs, including prepaids, loan discount, loan fee, interest buy down, financing, closing or other costs allowed by lender. That amount shall include the following costs that lender is prohibited from collecting from Buyer: (a) up to \$300.00 for Buyer's Loan(s) and settlement costs for FHA/USDA/VA loans; and (b) unless agreed otherwise below, Buyer's share of the escrow fee for a VA loan. Seller shall pay the costs for (a) and (b), even if the amount agreed upon in this Paragraph 3 is insufficient to pay for those costs. If checked, Buyer shall pay Buyer's share of the escrow fee for the VA loan (note that VA regulations prohibit Buyer from paying loan and settlement costs exceeding one percent of the amount of the loan).

4. EARNEST MONEY. If Buyer has not waived the Financing Contingency, and is unable to obtain financing by Closing after a good faith effort then, on Buyer's notice, this Agreement shall terminate. The Earnest Money shall be refunded to Buyer after lender confirms in writing (a) the date Buyer's loan application for the Property was made, including a copy of the loan estimate that was provided to Buyer; (b) that Buyer possessed sufficient funds to close (e.g. down payment, closing costs, etc.); and (c) the reasons Buyer was unable to obtain financing by Closing. If Seller terminates this Agreement, the Earnest Money shall be refunded without need for such confirmation.

5. APPRAISAL LESS THAN SALE PRICE.

a. Notice of Low Appraisal. If lender's appraised value of the Property is less than the Purchase Price, Buyer may, within 3 days after receipt of a copy of lender's appraisal, give notice of low appraisal, which shall include a copy of lender's appraisal. NWMLS Form 22AN may be used for the notices in this Paragraph 5.

b. Seller's Response. Seller shall, within 10 days after Buyer's notice of low appraisal, give notice of:

- i. A reappraisal or reconsideration of value, at Seller's expense, by the same appraiser or another appraiser acceptable to lender, in an amount not less than the Purchase Price. Buyer shall promptly seek lender's approval of such reappraisal or reconsideration of value. The parties are advised that lender may elect not to accept a reappraisal or reconsideration of value;
- ii. Seller's consent to reduce the Purchase Price to an amount not more than the amount specified in the appraisal or reappraisal by the same appraiser, or an appraisal by another appraiser acceptable to lender, whichever is higher. (This provision is not applicable if this Agreement is conditioned on FHA, VA, or USDA financing. FHA, VA, and USDA financing does not permit the Buyer to be obligated to buy if the Seller reduces the Purchase Price to the appraised value. Buyer, however, has the option to buy at the reduced price.);
- iii. Seller's proposal to reduce the Purchase Price to an amount more than the amount specified in the appraisal and for Buyer to pay the necessary additional funds (the amount the reduced Purchase Price exceeds the appraised value) to close the sale; or
- iv. Seller's rejection of Buyer's notice of low appraisal.

If Seller timely delivers notice of (i) reappraisal or reconsideration of value; or (ii) consent to reduce the Purchase Price to an amount not more than the amount specified in the appraisal (except for FHA, VA, or USDA financing), and lender accepts Seller's response, then Buyer shall be bound by Seller's response.

c. Buyer's Reply.

- i. Buyer shall have 3 days from either Seller's notice of rejection of low appraisal or, if Seller fails to respond, the day Seller's response period ends, whichever is earlier, to (a) waive the Financing Contingency; or (b) terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer.
- ii. If Seller proposes to reduce the Purchase Price to an amount more than the appraised value, Buyer shall have 3 days to (a) accept and represent that Buyer has sufficient funds to close the sale in accordance with this provision; or (b) terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer.
- iii. If Seller consents to reduce the Purchase Price to an amount not more than the appraised value for FHA, VA, or USDA financing, Buyer shall have 3 days to (a) give notice that Buyer will buy at the reduced price; or (b) terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer.

Buyer's inaction during this reply period shall result in termination of the Agreement and return of the Earnest Money to Buyer. The Closing Date shall be extended as necessary to accommodate the foregoing times for notices.

**FINANCING ADDENDUM TO
PURCHASE & SALE AGREEMENT**

- 6. **INSPECTION.** Seller shall permit inspections required by lender, including but not limited to structural, pest, heating, plumbing, roof, electrical, septic, and well inspections. Seller is not obligated to pay for such inspections unless otherwise agreed. 94-96
- 7. **FHA/VA/USDA - Appraisal Certificate.** If this Agreement is contingent on Buyer obtaining FHA, VA, or USDA financing, notwithstanding any other provisions of this Agreement, Buyer is not obligated to complete the purchase of the Property unless Buyer has been given in accordance with HUD/FHA, VA, or USDA requirements a written statement by FHA, VA, USDA or a Direct Endorsement lender, setting forth the appraised value of the Property (excluding closing costs). Seller and Buyer shall execute a document setting forth the prior provision, or similar provision, known as the FHA, VA, or USDA amendatory clause, as required by lender. Buyer shall pay the costs of any appraisal. If the appraised value of the Property is less than the Purchase Price, Buyer may give the notice of low appraisal in Paragraph 5. 97-104
- Purpose of Appraisal.** The appraised valuation is arrived at only to determine the maximum mortgage FHA, VA, or USDA will insure. FHA, VA, or USDA do not warrant the value or the condition of the Property. Buyer agrees to satisfy himself/herself that the price and condition of the Property are acceptable. 105-107
- 8. **VA Amendatory Clause.** If the Buyer is obtaining VA financing, it is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the property described herein, if the contract purchase price or cost exceeds the reasonable value of the property established by the Department of Veterans Affairs. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs. 108-113
- 9. **EXTENSION OF CLOSING.** If, through no fault of Buyer, lender is required by 12 CFR 1026 to give corrected disclosures to Buyer due to (a) a change in the Annual Percentage Rate ("APR") of Buyer's Loan(s) by .125% or more for a fixed rate loan or .250% or more for an adjustable rate loan; (b) a change in the loan product; or (c) the addition of a prepayment penalty, then upon notice from Buyer, the Closing Date shall be extended for up to 4 days to accommodate the requirements of Regulation Z of the Truth in Lending Act. This paragraph shall survive Buyer's waiver of this Financing Contingency. 114-119

**OPTIONAL CLAUSES ADDENDUM TO
PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated _____ 1
between _____ ("Buyer") 2
Buyer Buyer
and **Oak Ridge Partners, LLC.** ("Seller") 3
Seller Seller
concerning **1821 153rd St SW** **Lynnwood** **WA 98087** (the "Property"). 4
Address City State Zip

CHECK IF INCLUDED: 5

- 1. **Square Footage/Lot Size/Encroachments.** The Listing Broker and Buyer Broker make no representations concerning: (a) the lot size or the accuracy of any information provided by the Seller; (b) the square footage of any improvements on the Property; (c) whether there are any encroachments (fences, rockeries, buildings) on the Property, or by the Property on adjacent properties. Buyer is advised to verify lot size, square footage and encroachments to Buyer's own satisfaction. 6-9
- 2. **Title Insurance.** The Title Insurance clause in the Agreement provides Seller is to provide the then-current ALTA form of Homeowner's Policy of Title Insurance. The parties have the option to provide less coverage by selecting a Standard Owner's Policy or more coverage by selecting an Extended Coverage Policy: 11-13
 - Standard Owner's Coverage.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Owner's Policy of Title Insurance, together with homeowner's additional protection and inflation protection endorsements, if available at no additional cost, rather than the Homeowner's Policy of Title Insurance. 14-17
 - Extended Coverage.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense to apply for an ALTA or comparable Extended Coverage Policy of Title Insurance, rather than the Homeowner's Policy of Title Insurance. Buyer shall pay the increased costs associated with the Extended Coverage Policy, including the excess premium over that charged for Homeowner's Policy of Title Insurance and the cost of any survey required by the title insurer. 18-22
- 3. **Seller Cleaning.** Seller shall clean the interiors of any structures and remove all trash, debris and rubbish from the Property prior to Buyer taking possession. 23-24
- 4. **Personal Property.** Unless otherwise agreed, Seller shall remove all personal property from the Property not later than the Possession Date. Any personal property remaining on the Property thereafter shall become the property of Buyer, and may be retained or disposed of as Buyer determines. 25-27
- 5. **Utilities.** To the best of Seller's knowledge, Seller represents that the Property is connected to: 28
 - public water main; public sewer main; septic tank; well (specify type) _____; 29
 - irrigation water (specify provider) _____; natural gas; telephone; electricity; 30
 - cable (specify provider) _____; internet (specify provider) **Comcast.** _____; 31
 - other _____ . 32
- 6. **Insulation - New Construction.** If this is new construction, Federal Trade Commission Regulations require the following to be filled in. If insulation has not yet been selected, FTC regulations require Seller to furnish Buyer the information below in writing as soon as available: 33-35
 - WALL INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE: _____ 36
 - CEILING INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE: _____ 37
 - OTHER INSULATION DATA: **See Builders Addendum "SAPSA"** _____ 38

**OPTIONAL CLAUSES ADDENDUM TO
PURCHASE & SALE AGREEMENT**

Continued

- 7. **Leased Property Review Period and Assumption.** Buyer acknowledges that Seller leases the following items of personal property that are included with the sale: propane tank; security system; satellite dish and operating equipment; other _____ .
 Seller shall provide Buyer a copy of the lease for the selected items within _____ days (5 days if not filled in) of mutual acceptance. If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not filled in) of receipt of the lease(s) or the date that the lease(s) are due, whichever is earlier, then this lease review period shall conclusively be deemed satisfied (waived) and at Closing, Buyer shall assume the lease(s) for the selected item(s) and hold Seller harmless from and against any further obligation, liability, or claim arising from the lease(s), if the lease(s) can be assumed. If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- 8. **Homeowners' Association Review Period.** If the Property is subject to a homeowners' association or any other association, then Seller shall, at Seller's expense, provide Buyer a copy of the following documents (if available from the Association) within 0 days (10 days if not filled in) of mutual acceptance:
 - a. Association rules and regulations, including, but not limited to architectural guidelines;
 - b. Association bylaws and covenants, conditions, and restrictions (CC&Rs);
 - c. Association meeting minutes from the prior two (2) years;
 - d. Association Board of Directors meeting minutes from the prior six (6) months; and
 - e. Association financial statements from the prior two (2) years and current operating budget.
 If Buyer, in Buyer's sole discretion, does not give notice of disapproval within 0 days (5 days if not filled in) of receipt of the above documents or the date that the above documents are due, whichever is earlier, then this homeowners' association review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- 9. **Homeowners' Association Transfer Fee.** If there is a transfer fee imposed by the homeowners' association or any other association (e.g. a "move-in" or "move-out" fee), the fee shall be paid by the party as provided for in the association documents. If the association documents do not provide which party pays the fee, the fee shall be paid by Buyer; Seller (Seller if not filled in).
- 10. **Excluded Item(s).** The following item(s), that would otherwise be included in the sale of the Property, is excluded from the sale ("Excluded Item(s)"). Seller shall repair any damage to the Property caused by the removal of the Excluded Item(s). Excluded Item(s): _____
- 11. **Home Warranty.** Buyer and Seller acknowledge that home warranty plans are available which may provide additional protection and benefits to Buyer and Seller. Buyer shall order a one-year home warranty as follows:
 - a. Home warranty provider: _____
 - b. Seller shall pay up to \$ _____ (\$0.00 if not filled in) of the cost for the home warranty, together with any included options, and Buyer shall pay any balance.
 - c. Options to be included: _____
 _____ (none, if not filled in).
 - d. Other: Seller to provide HBW 2-10 Warranty to Buyer at closing.
- 12. **Other.**

FIRPTA CERTIFICATION

The Foreign Investment in Real Property Tax Act ("FIRPTA"), 26 U.S.C. 1445, provides that a buyer of a U.S. real property interest must withhold tax if Seller is a foreign person, unless one of the exceptions in the Act applies. The following will inform Buyer and Closing Agent whether tax withholding is required.

Note: The above law applies to foreign corporations, partnerships, trusts, estates and other foreign entities, as well as to foreign individuals. If Seller is a corporation, partnership, trust, estate or other entity, the terms "I" and "my" as used below means the corporation or other entity. A "real property interest" includes full or part ownership of land and/or improvements thereon; leaseholds; options to acquire any of the foregoing; and an interest in foreign corporations, partnerships, trusts or other entities holding U.S. real estate.

SELLER CERTIFICATION. Seller hereby certifies the following:

PROPERTY. I am the Seller of real property at:

1821 153rd St SW Lynnwood WA 98087
Address City State Zip

or (if no street address) legally described on the attached.

CITIZENSHIP STATUS. I AM AM NOT a non-resident alien (or a foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign business entity) for purposes of U.S. income taxation.

TAXPAYER I.D. NUMBER.

My U.S. taxpayer identification number (e.g. social security number) is _____
(Tax I.D. number to be provided by Seller at Closing)

ADDRESS.

My home address is Mukilteo, WA
Address City State Zip

Under penalties of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete. I understand that this Certification may be disclosed to the Internal Revenue Service ("IRS") and that any false statement I have made here could be punished by fine, imprisonment, or both.

Seller Date Seller Date

BUYER CERTIFICATION (Only applicable if Seller is a non-resident alien).

If Seller is a non-resident alien, and has not obtained a release from the IRS, then Closing Agent must withhold 15% of the amount realized from the sale and pay it to the IRS, unless Buyer certifies that the selected statement below is correct:

Amount Realized (\$300,000 or less) and Family Residence = No Tax. (a) I certify that the total price that I am to pay for the property, including liabilities assumed and all other consideration to Seller, does not exceed \$300,000; and (b) I certify that I or a member of my family* have definite plans to reside on the property for at least 50% of the time that the property is used by any person during each of the first two twelve month periods following the date of this sale. If Buyer certifies these statements, there is no tax.

Amount Realized (more than \$300,000, but not exceeding \$1,000,000) and Family Residence = 10% Tax. (a) I certify that the total price that I am to pay for the property, including liabilities assumed and all other consideration to Seller, exceeds \$300,000, but does not exceed \$1,000,000; and (b) I certify that I or a member of my family* have definite plans to reside on the property for at least 50% of the time that the property is used by any person during each of the first two twelve month periods following the date of this sale. If Buyer certifies these statements, then Closing Agent must withhold 10% of the amount realized from the sale and pay it to the IRS.

* (Defined in 11 U.S.C. 267(c)(4). It includes brothers, sisters, spouse, ancestors and lineal descendants).

Under penalties of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief both statements are true, correct and complete. I understand that this Certification may be disclosed to the IRS and that any false statement I have made here could be punished by fine, imprisonment, or both.

Buyer Date Buyer Date

Oak Ridge Partners, LLC
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OAK RIDGE PARTNERS, LLC

Seller’s Addendum to Purchase and Sale Agreement (“SAPSA”)

This agreement affects your legal rights. You are advised to seek legal advice before signing.

The following is an addendum to, and shall be included as part of the Purchase & Sale agreement dated _____, 20____ between Oak Ridge Partners, LLC (“Seller/Builder”) and _____ (“Buyer”) for the purchase of Unit # 14, in Oak Ridge, a Single-Family Detached Unit Development (SFDU). Builder’s Plan number # 2382-B Plan Name Alder-B.

Legally described as Unit 14, Oak Ridge, a Single-Family Detached Unit Development (SFDU), according to the survey map thereof recorded under Snohomish County Auditor’s file number **202107060890** records of Snohomish County, Washington. Situate in the County of Snohomish, State of Washington.

All parties understand the Oak Ridge Partners, LLC (Seller) has hired Afora Group LLC (Construction Consultant) as a consultant to the construction of the plat improvements and homes. Note *Construction Consultant accepts neither warranty claims nor liability for any claims against construction.

APPLICABILITY: In the event of a conflict between this Addendum and any other contract documents, this Addendum shall supersede, preempt, and control unless the other document specifically references this SAPSA and states that it supersedes the provisions of the Addendum.

- TITLE INSURANCE:** *At closing Seller shall provide a Standard Title Insurance policy through CHICAGO TITLE, located at 3002 Colby Avenue, Suite 200, Everett, WA 98201. Title Officer is Gary Kruick - (425)259-8217 / gary.kruick@ctt.com.* Buyers understand that Seller will receive a discounted Builder’s rate for said policy. It is the Buyer’s responsibility to review the title report and investigate any questions they may have until questions are deemed satisfied. Seller does not authorized Buyer’s lender or Closing Agent to apply for the additional coverage provided with the “Homeowner’s Policy of Title Insurance (ALTA 1998) unless Buyer(s) agree to pay for the additional cost.
- CLOSING AGENT:** The Closing Agent for this transaction shall be **CHICAGO TITLE**, located at 4100 194th Street SW, suite 100, Lynnwood, WA 98036. Escrow Officer is Amanda King - (425) 921-1207 / Amanda.King@ctt.com. Buyers understand that the Seller shall receive a Builder’s discounted Escrow rate. Buyer will pay the Buyer’s normal Escrow fee.

_____	Buyer	_____	Date	_____	Seller	_____	Date
_____	Buyer	_____	Date	_____	Seller	_____	Date

3. ALL BUYERS MUST BE PREQUALIFIED WITH ONE OF SELLER’S TRUSTED LENDERS: Regardless of which lender buyer may choose, *all Buyers must apply for a pre-qualification certificate from one of Seller’s Trusted Lenders within 5 days of mutual acceptance. There will be no cost to the buyer for this service.*

Sellers Trusted Lenders: Caliber Home Loans, Inc., NMLS 15622
11255 Kirkland Way, Suite 100
Kirkland, WA 98033
Attn: **Jolene Messmer, Mortgage Banker**
Direct: (425) 445-1945
Jolene.Messmer@Caliberhomeloans.com

Home Street Bank, NMLS 645220
15021 Main Street, Ste C
Mill Creek, WA 98012
Attn: **Joe Ennis, Mortgage Loan Originator**
Direct: (425) 652-0432
Joe.Ennis@homebridge.com

4. NOTICE TO BUYER’S LENDER*: Lender shall submit written Pre-Approval documentation to Seller, via Seller’s Broker, *based on* but not limited to the following: lender’s in-house credit report, year to date pay stubs, the availability and verification of funds to close, length of days of mutual acceptance of this offer. Lender shall disclose to seller, via seller’s broker, the buyer’s qualifying ratios, credit worthiness and whether any contingent funds (i.e., release of pensions and/or retirement funds or receipt of gift funds etc.) are needed to close. This contract is contingent upon the Seller’s review and written disapproval of said documentation. Should the Seller issue such disapproval, this agreement shall become immediately null and void and Seller shall refund any refundable earnest money to Buyer, subject to all terms with this agreement. In the event no disapproval notice is given, then this contingency shall be deemed satisfied. Lender and selling firm agree to inform seller via seller’s broker, immediately of any change in Buyer’s ability to qualify and *prior to any change in Buyer’s Lender*. All parties understand and agree that the Financing Contingency shall be automatically waived **25 (Twenty-Five)** days after mutual acceptance and all earnest money shall be non-refundable for any reason. Seller shall have neither liability nor responsibility of any sort regarding Buyer’s interest rate lock. ***Note:** *the term “Lender” shall refer to the institution, which will actually fund the loan (not, for instance, the lender acting as Broker for the loan).*

SPECIAL NOTE: In the event that buyer is unable or unwilling to close on the Closing Date, due to no fault of the Seller, Seller, at seller’s sole discretion, may agree to extend the close date and may impose a late fee to buyer amounting to **\$300.00** per day for each day closing is delayed. Said late fee is due to seller upon Sellers’s request.

Buyer’s Initials Buyer’s Initials

_____	Buyer	_____	Date	_____	Seller	_____	Date
_____	Buyer	_____	Date	_____	Seller	_____	Date

- 5. **NOTICE TO BUYERS REGARDING LOAN COMMITMENTS:** Seller shall not be responsible for Buyer’s commitment, nor any losses resulting from the expiration of any commitment or special interest rates or points which may be subject to expiration. Seller shall not be responsible for Buyer’s housing or storage requirement if completion is delayed for any reason. Seller’s sole liability in this contract shall be the refund of any remaining earnest monies owed to buyer, subject to all terms within this agreement. *Seller shall not incur other liability for any reason whatsoever.*

- 6. **EARNEST MONEY:** In the event of default by buyer, seller elects to retain Earnest Money as liquidated damages; the total sum of the earnest money shall be forfeited to Seller. Any claims by the buyer’s broker against the earnest money must be paid by buyer for the amount of such claim.

- 7. **COMPLETION DATE/CLOSING DATE:** Seller shall make every reasonable effort to complete the home on or prior to the closing date stated in the Purchase and Sale Agreement. Due to the nature of “New Construction”, the Seller will not be held responsible for delays due to plat recordation, materials availability, subcontractor scheduling, weather conditions or other factors beyond Seller’s control. In the event closing is delayed, the ***closing date may be extended buy a period not to exceed 20 business days, at seller’s sole discretion.*** If buyer does not close within said time frame, seller may extend closing date or rescind this Purchase and Sale Agreement and retain all earnest monies per this purchase and sale agreement, at seller’s sole option. In the event closing must be delayed (through no fault of buyer or buyer’s lender, etc.) beyond said time frame, then buyers may, at buyer’s option, rescind this contract within 3 days of notification of additional delay. All earnest monies will remain refundable and shall be returned to buyer.

- 8. **REGARDING PUBLIC OFFERING STATEMENT:** Prior to, or upon Mutual Acceptance of this agreement, buyer is advised to review the Public Offering Statement for Oak Ridge, a Single- Family Detached Unit Development (SFDU). It is buyer’s sole responsibility to obtain a copy of this document that has been provided by the listing broker. Buyer hereby acknowledges receipt of a copy.

 Buyer’s Initials Buyer’s Initials

- 9. **REGARDING 2-10 HBW WARRANTY:** At or about close of escrow, Seller will purchase for Buyer(s) a 2-10 HBW Warranty administered by Home Buyers Warranty Corporation (HBW). The “2-10 HBW Warranty” is a limited warranty that provides one-year workmanship, two years systems and ten-year qualifying structural defect coverage for certain construction defects in the subject home. As consideration for the “2-10 HBW Warranty”, Buyer(s) agrees to the provisions of this Addendum, which supersede any different or inconsistent provisions in the Purchase Contract. Buyer(s) represents that they have been furnished with a copy of the 2-10 HBW Warranty and has had an opportunity to read and understand it, including the binding Arbitration

_____ Buyer _____ Date _____ Seller _____ Date
 _____ Buyer _____ Date _____ Seller _____ Date

and/or amendment thereto, or by any By-Laws adopted pursuant to such Declaration. Buyers further agree to maintain homeowners' dues in a current status.

The Declarant in the exercise of its reasonable discretion shall determine when the Association shall commence making Assessments; provided, that in all events Assessments shall commence on a date within 60 days the date on which seventy-five percent (75%) of the Units have been conveyed to Unit Owners (other than Declarant or an Affiliate of Declarant). Until the Association makes an Assessment, the Declarant shall pay all Common Expenses and a purchaser of any Unit shall pay to the Association, at closing, in addition to other amounts due, an amount equal to two (2) months of monthly Assessments as a contribution to the Association's working capital. Such working capital contributions shall not be used to defray Declarant's expenses in completing the construction of the single-family unit development, to pay Declarant's contributions to Association reserves or to make up any deficits in the budget of the Association.

13. CONTINGENCIES: If this Purchase and Sale Agreement is contingent upon the sales of Buyer's property, then the provisions of NWMLS for 22B, (Contingent Sale of Buyer's Home) shall apply as modified herein.

- a. Buyer's property shall be listed with a member of MLS acceptable to Seller within 3 days of Mutual Acceptance of this agreement.
- b. Bump Notice shall be 24 hours.
- c. Buyers to submit a copy of the listing to Seller via Seller's Broker for Seller's approval of price and terms with 4 days of mutual acceptance of this agreement.
- d. Buyers to be prequalified with Seller's Preferred Lender per the terms of #4 above regardless of the contingency terms.
- e. *Any cost for upgrades to floor coverings, countertops etc. or selection outside Builder's Standard Selections are to be paid to Seller and/or Seller's supplier (as directed by Seller) in full directly, prior to order submission and are non-refundable construction deposit.*

_____	_____	_____
Selling Broker Initials	Buyer's Initials	Buyer's Initials

14. FINISH SELECTIONS AND UPGRADE CHANGES: Depending upon the stage of construction at the time of Mutual Acceptance, an appointment will be arranged with Buyer to meet with the Options & Upgrades Director/Coordinator ("Roslyn") to select finishes (which have not already been selected) from builder's standard selection. This appointment shall be scheduled during normal business hours and within 5 days of Mutual Acceptance or as Design Director shall determine to be necessary. Any additional request for changes or upgrades made after the initial meeting must be pre-approved by seller and will be subject to an additional administration fee of **\$150.00 per change or additional price quote**. If buyer does not make said selections in a timely manner (per Design Director's reasonable determination), seller will select finishes of seller's choice from standard finish selections. Any finish selection must be approved by seller and must conform to the community "Declaration Establishing CC&R's." In any case, construction will not be held up for any reason whatsoever due to buyer's choices, options, or

_____	Buyer	_____	Date	_____	Seller	_____	Date
_____	Buyer	_____	Date	_____	Seller	_____	Date

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upgrades. Any costs for upgrades to floor coverings, countertops, etc. or selection outside of builder's standard selections, are to be paid directly to seller and/or seller's supplier (as directed by seller) *prior* to order submission.

REGARDING PAYMENT CHOICES FOR UPGRADES OR OTHER OPTIONAL ITEMS:

a) Full payment directly to seller or Vender per Seller as described above.

OR (for non-contingent sales only)

b) All, or portion thereof, of the upgrades or other add-ons may be added into the purchase price with the following guidelines:

- (1) 110% of additional amount shall be added to the purchase price. (Note that this is offered as a convenience to buyer and Buyer's sole benefit – the 10% fee is charged to buyer to help cover Seller's additional costs and administration.)
- (2) All upgrades or add-on require a minimum 100% non-refundable construction deposit to Seller.
- (3) Said construction deposit is to be released to Seller immediately & prior to any order or installation and shall become immediately non-refundable for any reason whatsoever.
- (4) Construction deposits will be credited to Buyer upon successful closing.
- (5) Seller does not warrant buyer's lender's appraisal value. Appraiser may not find additional value in extras and/or upgrades. Buyers hereby accept all risk regarding appraisal value and hereby agree that in the event of a low valuation, Buyer will make up any shortfall due to additional amounts added to the purchase price.

Selling Broker Initials _____
Buyer's Initials _____
Buyer's Initials

15. REPRESENTATIONS AND MATERIALS AND SITE CONSIDERATIONS: Seller and seller's broker make no representations as to the accuracy of unit size or the exact square footage of the home. Seller will complete the home in a professional, workman-like manner according to Standard Building Practices and Local Codes. Seller reserves the right to modify elements such as pony walls. Foundation walls, footing elevations and materials depending on material availability and individual site requirements without prior written notice, and this shall not constitute a breach of this agreement. Any substituted materials will be equal or better quality. The specification of the model home may differ from the home being purchased. Buyers acknowledge that the information on the plans and renderings represent only an approximation of the scale and dimensions designated therein. The residence as built will be substantially similar to the plan, but the residence may differ to an extent consistent with seller's normal practices and tolerances. Seller makes no warranties or representations relating to any work to the property prior to seller's ownership and does not warrant any of the subdivision conditions

Buyer _____ Date _____ Seller _____ Date

Buyer _____ Date _____ Seller _____ Date

such as, but not limited to, roads, curbs, drainage, sewer, cable availability, internet access, telephone access, mailboxes, etc.

Seller shall have sole discretion to locate the home on the homesite observing curb appeal, driveway location, drainage considerations, existing trees, utilities, and topography. The area within the clearing limit shall be graded for proper drainage to an approximate finished grade using materials available on site. In clearing the homesite, it is seller’s normal policy to save as many trees as is reasonably possible. In some cases, however, trees will be removed due to their proximity to the home, their grade relationships to the home or their undue interference with construction of the home. Seller shall have sole discretion in such matters.

Seller shall have the sole discretion regarding whether a wood decking or exposed aggregate concrete is used for any front porch and/or back patio/deck. Seller shall make this determination no sooner than after the foundation is completed and the “decking” of the first floor has been build or until such time as grading work can be completed, depending on the individual unit topography.

Insulation Values per FTC Regulations:

Wall Insulation	R –Value	R-21
Ceiling Insulation	R –Value	R-49
Crawl Insulation	R – Value	R-30

16. NO VERBAL REPRESENTATIONS: It is natural during the course of a transaction for buyer to have questions regarding their new home. In order for buyer to receive responsible and authoritative answers, question shall be presented only to seller via seller’s broker for answers. Buyer understands and agrees that field superintendents, subcontractors, suppliers and/or Real Estate Brokers are *not authorized to make representations for seller*. Buyer is prohibited from asking questions on site of ANY of the sub-contractors, workers, or employees of Afora Group LLC unless prior permission has been granted by seller. All parties hereto agree that no verbal reoperation shall modify the written agreement and that the full understanding shall be limited to the written agreement together with any clarification mad by seller in writing.

17. MOLD/MILDEW: Buyer acknowledges that Seller has endeavored to prevent mold and mildew in the home as of the date of completion. Buyer has also been advised that it will be Buyer's sole responsibility to protect the Property from mold and mildew after Buyer occupies the Property. Buyer agrees Seller will have no control over use or care of the Property, nor levels of humidity and moisture that may be allowed to exist in the Property following transfer of possession to Buyer. Accordingly, Buyer agrees Seller will not be liable for any actual, special, incidental or consequential damages based on any legal theory whatsoever, including, but not limited to, strict liability, breach of express or implied warranty, negligence or any other legal theory with respect to the presence and/or existence of molds, mildew and/or microscopic spores unless existing at the time Buyer obtains possession of the Property or unless caused by the sole negligence or willful misconduct of Seller. Except as provided in the preceding sentence, Buyer, on behalf of itself and its family members, tenant, invitees and licensees, hereby releases Seller and Seller’s officers, directors, partners, members, successors and assigns from and against any and all claims, actions, damages, causes of action, liabilities and expenses (including without limitation attorneys’ fees and costs of enforcing this indemnity) for the property damage,

_____	Buyer	_____	Date	_____	Seller	_____	Date
_____	Buyer	_____	Date	_____	Seller	_____	Date

injury or death resulting from the exposure to microscopic spores, mold and/or mildew and from any loss of resale value due to the presence and/or existence of mold, mildew and/or microscopic spores. This provision is more fully explained and clarified in a separate Mold Addendum that has been specifically negotiated as part of the Agreement.

18. WOOD FENCING: Seller may install Perimeter and Unit wood fencing to all Units within the SFDU. Seller reserves the right, however, is not required to apply a finish to the fencing of either the common or limited elements within the project. If after possession, Buyer chooses to finish or re-finish the fencing adjacent to its unit, Buyer agrees to use only the approved finish (Olympic Stain - Portobello (Miller Paint Mix # 12MO188)), unless amended by Talon Landing Homeowners Association.

19. BUYERS' INSPECTION: If this agreement is conditioned upon an inspection performed by an inspector of Buyer's choice, then NWMLS 35 is attached. Buyer's inspection shall be performed and any requests for action by the Seller must be presented to the Seller's Broker no fewer than 4 days prior to "CUSTOMER ORIENTATION MEETING."

If inspection identifies code deficiencies, then Seller shall have the opportunity to correct the deficiencies at Seller's expense. Inspection results shall not constitute a legal reason to allow Buyer to void or cancel this Agreement except for code deficiencies, as defined by the *Uniform Building Code adopted by the local governmental jurisdiction and which Seller cannot or will not correct*. Although every effort will be made to complete items related to corrective action prior to closing, there are some occasions where it is not reasonably possible. However, barring any circumstances from scheduling issues beyond the Seller's control, walk through items and/or inspection items will be taken care of within 30 days after closing. The completion of items related to corrective action (from either Buyer's inspection or Customer Orientation) shall not affect or delay closing of this transaction.

Selling Broker Initials _____
Buyer's Initials _____
Buyer's Initials

20. CUSTOMER ORIENTAION MEETING: Prior to closing, a meeting shall be scheduled (*within normal business hours*) between Buyer and Seller or Seller's representative or Construction Consultant. The purpose of this orientation meeting is to familiarize the Buyer with mechanical systems, to review Warranty information and to examine and record any items that need to be repaired or completed. As an accommodation to Buyer (see below for terms) any independent inspection performed on behalf of Buyer shall be reviewed in connection with the orientation meeting.

21. KEYS: Closing shall be the date the sale has been recorded and proceeds are available to Seller. Keys will be available for Buyer to pick up from Listing Agent (*prior to 5:00 p.m.*) after Closing Agent's notification to Listing Agent, Seller and Construction Consultant that closing has been accomplished.

**** Note that under no circumstances does Seller grant occupancy prior to closing.**

Buyer _____ Date _____ Seller _____ Date

Buyer _____ Date _____ Seller _____ Date

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22. UTILITIES: Upon closing, Buyer shall assume responsibility for all utility fees and use charges of the property (from closing date forward), including but not limited to natural gas, electricity, water, sewer, sewer capacity charge (see below), telephone, cable, and garbage. (See page #4 of “Your Home Maintenance Manual” which is part of your 2-10 HBW Warranty package supplied at to Seller at the Customer Orientation Meeting.

Water and Sewer District: ALDERWOOD WATER AND SEWER DISTRICT (425) 743-4605
Garbage: WASTE MANAGEMENT (425) 814-1695
Electricity: PUD #1 OF SNOHOMISH COUNTY (425) 783-1000
Natural Gas: PUGET SOUND ENERGY (888) 225-5773
Direct TV, FIOS, Internet and TV and Telephone: VERIZON (800) 837-4966
Xfinity TV, High Speed Cable Internet and Phone: COMCAST – (800) 266-2278

23. SEWER CAPACITY CHARGE: Newly constructed homes in this area are subject to a sewer capacity charge/assessment. All parties understand and agree that any sewer capacity charge is *Buyer’s sole responsibility from closing forward*. Buyer agrees to contact King County, Wastewater Treatment Division at (206) 296-1450, with the property address to ascertain all information to Buyers sole satisfaction within 3 days of Mutual Acceptance of this Agreement. Additional information may also be available by way at:

<http://www.kingcounty.gov/environment/wastewater/CapacityCharge.aspx>

Selling Broker Initials _____
Buyer’s Initials _____
Buyer’s Initials

24. BUYERS ON SITE: Due to Safety Codes and concerns. *Buyers may visit the home under construction only if they are accompanied by their Real Estate Broker. Seller requests that Buyers visit the home after 5:00 p.m. or on the weekend when construction is not actually in progress.* Seller and Seller’s Broker or representatives are hereby held harmless for any injuries sustained by Buyers and/or Buyer’s representatives and/or guest while on the property. In addition, Buyer shall be responsible for any damage done or loss of property and/or material during visit.

25. NWMLS FORM NO. 17: Seller will provide Seller’s Disclosure Statement, NWMLS for #17, normally within 5 days of mutual acceptance.

26. FACSIMILE AND E-MAIL TRANSMISSION: All parties agree the email and/or facsimile transmission of any signed original document, and retransmission of any signed email or facsimile transmission, shall be the same as delivery of an original.
Sellers’s (Listing) Broker:

Buyer _____ Date _____ Seller _____ Date

Buyer _____ Date _____ Seller _____ Date

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Bruce Lystad / John L. Scott, Mill Creek
Mill Creek Town Center
15522 Main Street, P104
Mill Creek WA 98012

Contact: *Bruce Lystad*, Cell: (425) 750-7006 / bruce lystad@gmail.com

****All parties certify that this original document has not been modified or changed from the original, as published by Seller or Listing Broker except as may be handwritten, specifically referenced, and agreed upon by all parties.***

Buyer's Signature Date

Buyer's Signature Date

Seller's Signature Date
Oak Ridge Partners, LLC

Selling Broker Date

AuthentiSIGN
Bruce D Lystad

Listing Broker Date
9/16/2017 5:58:31 PM PDT

____ Buyer _____ Date _____ Seller _____ Date
____ Buyer _____ Date _____ Seller _____ Date



OAK RIDGE PARTNERS, LLC

Addendum “B” to Purchase and Sale Agreement

This agreement affects your legal rights. You are advised to seek legal advice before signing.

The following terms and conditions are part of the Purchase & Sale agreement dated _____, 20____ between _____ (“Buyer”) and OAK RIDGE PARTNERS, LLC (“Seller”).

The following is a description of the basic construction work and planned finishes for Plan # 2382-B, in Oak Ridge, a Single Family Detached Unit Development (SFDU), located in Snohomish County, Washington, that will be provided by the Seller unless otherwise indicated. Where several types of materials or structures are indicated, the selection shall be made by Seller at the Seller’s sole and absolute discretion. The Seller reserves the right to modify the materials indicated below without prior notice to the Buyer.

- General Conditions** *General Contractor*, his mechanics, the subcontractor, his mechanics, and any other firm or persons employed to perform work under these specifications shall comply with all the following structures where they pertain to his trade or craft.
- Work Included** Provide all materials, labor, equipment, tools, scaffolding, safety, and service necessary to completely construct a finished building, regardless of real or alleged omissions in the drawings and specifications.
- Compliances** All materials, labor and installations shall be in accordance and comply with all applicable building codes, rules, ordinances, and requirements specified by the city, county and state governing the work performed to complete the contracted work. When codes, laws, etc. are in conflict with drawings and specifications, the codes shall govern.
- Standards of Material** All material or equipment shall be new and shall bare labels or plaques showing name, quality, grade and/ or descriptions as conforming to its standard in every case where such standard has been established for writers, testing laboratories, etc.
- Substitution of Material** *Contractor* reserves the right to substitute materials, fixtures appliances, etc. of equivalent or greater value, as needed at *Contractor’s* sole discretion.
- Workmanship** All work shall comply with the fit and finish standards established by *Contractor* for the particular project and plat. In no case shall the workmanship and material be less than the required *International Building Codes*, or *Snohomish County Building Requirements*.
- Permits/Inspections** Obtain and pay for all permits, fees, inspections, etc. required to complete all the work.

____ Buyer _____ Date _____ Seller _____ Date
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Plans & Specifications These specifications shall be signed and accepted by *Buyer* and *Seller* on or before construction as an attachment to the *Purchase and Sale Agreement* dated _____. Both parties shall initial and date each page of the specifications and sign the last page of the specifications, indicating acceptance of said specifications.

IF DIFFERENCES ARISE BETWEEN PLANS AND SPECIFICATIONS, SPECIFICATIONS OVERRULE PLANS. IN THE EVENT ANOTHER HOUSE IS REFERENCED, THE SIGNED PLANS AND SPECIFICATIONS WILL OVERRULE ANY REFERENCED HOUSE. EXECUTED CHANGE ORDERS OVERRULE BOTH SIGNED PLANS AND SPECIFICATIONS.

Site Work

Soils *Contractor* utilizes existing soils on the lot, but can provide imported soil at an additional expense to the *Buyer*, if requested prior to installation of landscaping. *Buyer* needs arrange with the *Contractor* regarding any request for additional topsoil. Topsoil for landscaping is considered part of the landscaping allowance. *Contractor* does not provide for any unforeseen natural earth conditions that may occur, i.e. land erosion, abnormal soil conditions, etc.

Excavation & Clearing Excavate where necessary for all footings to good bearing soil per *Snohomish County* Building Code. Any additional tree removal or clearing requested by the *Buyer*, in excess of standard clearing limits or after original clearing that has been done, will be an additional expense to the *Buyer*. The *Buyer* has the obligation to notify *Contractor* of the limits of the lot that they want cleared prior to clearing of the lot. If additional clearing is requested by the *Buyer* after the original clearing has been done, it will be an additional expense to the *Buyer* and must have approval for clearing limit.

Backfill Material removed by excavation shall be used as fill. If alternate materials are requested or recommended, the imported fill will be an additional expense to the *Buyer*.

Grade All ground surfaces shall be graded to a reasonable, true, and even surface, allowing slope away from the building to the extent practical.

Rockerries In the event rockeries or retaining walls are requested by the *Buyer*, for any reason, during or after construction, they will be an additional expense to the *Buyer*.

Concrete Concrete shall comply with the requirements set by the American Concrete Institute for ready-mix concrete developing a compressive strength of not less than 2,500 PSI at 28 days.

Downspout Drains All drain tile will be 4" diameter solid or corrugated type and tight-lined to the storm water detention system per *Snohomish County* requirement for the plat of Oak Ridge.

Yard Drainage Basic front yard drainage shall be provided by the *Contractor* and completed at the time of landscape installation. If the *Buyer* wishes to install additional yard drainage to avoid pooling, or for any other reason, it will be an additional expense to the *Buyer*.

Downspouts/Gutters 2" x 3" Rectangular downspouts with aluminum baked enamel finish, painted trim color, per plan. 5" K style gutters with baked enamel finish, mounted at 48" O.C.

Sewer Underground sewer installed per the *Alderwood Water and Wastewater District* specifications.

____ Buyer _____ Date _____ Seller _____ Date
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- Flatwork** Exposed aggregate 5-sack, 3-1/2” thick, concrete at driveway, entry walk, front porch and back patio. Driveway, entry walk, and patio have “scored” expansion joints, or equivalent. Any additional concrete requested by the *Buyer*, will be an additional expense to the *Buyer*. Rear patio dimensions to equal up to approximately 75 SF, where site conditions allow.
- Deck** If site conditions require a deck, the deck will be built of treated posts, 5/4” x 4” decking, cedar pickets and handrail, per the standard of the Oak Ridge deck detail, or equivalent. Deck dimensions to equal up to approximately 75 SF, where site conditions allow. Stairs are not included.
- Fence** A 6’ standard “Estate Panel” fence to enclose the rear yard with one gate access on the garage side of the house is included at no cost to *Buyer*.
- Landscaping** Front yard landscaping, back yard hydro-seed or equal and bark, per *Contractor’s* standard. Any additional landscaping requested by the *Buyer* is to be paid by *Buyer*.
- Irrigation** Irrigation can be provided at an additional expense to *Buyer*

Structure

- Lumber**

BEAMS - Exposed beams shall be selected structural Douglas Fir, or equivalent, where not otherwise specified on the plan. Beams that are not exposed, shall be standard or better grade Douglas Fir, or equivalent.

FRAMING LUMBER - Standard or better grade kiln-dried Douglas Fir or West Coast Hemlock, or equivalent.

WALL SHEATHING - 7/16” OSB (wafer board), 1/2” Treated plywood behind masonry.

SUB-FLOORS - 3/4” T&G Weyco Edgegold OSB.

ROOFING - 7/16 Plywood or OSB (wafer board), or equivalent.

SIDING - 5/16 x 8 1/4 " and 5/16 x 4” Woodgrain Fiber Cement Lap Siding, and Fiber cement smooth panel siding or equivalent per plan.
- Roofing** IKO Cambridge Composition Shingles.
- Exterior tile** MSI Brickstone tile accents, per plan and color scheme.
- Insulation**

Above Grade Exterior Walls:	R-21 Un-faced Batts
Flat Blowable Ceilings:	R-49 Mineral Wool or Fiberglass
Vaulted & Un-blowable Ceilings:	R-38 Un-faced Batts
Floors over Unheated Areas:	R-30 Un-faced Batts
Garage:	Warm Walls & Warm Ceilings, per Code
Crawl Space:	6 Mil Poly Vapor Barriers
Pipes:	All Exposed Water Piping in Cold Areas Are Wrapped with R3 foam or Covered with Insulation
Basement Slab	R-10 2” foam in 24” panels at perimeter edge
- Windows** All windows are Ply Gem Contractor Series 550 with screen, or equivalent, dual glazed insulated with white frames. Additional grids, etched or leaded glass, can be provided at an additional expense to *Buyer*.

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Doors

Entry	Single 3’-0” x 8’-0 Codel CON-221535 fiberglass entry door system with satin etch glass.
Nook Door	Ply Gem Contractor Series 550 white vinyl sliding glass door or equivalent.
Interior	Paint grade, <i>painted SW 7004 Snowbound</i> , Trimlite 8401 single panel smooth Masonite type, or equivalent <i>painted</i> , with <i>painted</i> jambs and casings. Closet doors shall be Trimlite 8401 single panel smooth or bi-fold single panel smooth Masonite as noted on plans.
Garage to House	Solid-core single panel door, painted on both sides, with bomber hinge
Garage Door(s)	Wayne Dalton 9405 Westfield door painted per the exterior color scheme with satin etch glass panels at the top, per plans and elevations.

Fireplace

Family Room	Majestic model “Quartz 36” with black finish with contemporary trim kit, or equivalent, gas direct vent fireplace with full height 12”x24” Surface Art Manhattan tile face to ceiling set ½ horizontal. (color per pre-approved color schemes) Pre-finished, stained, wood mantle included to match cabinet color, design per plan.
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Electrical & Low Voltage

Service	All wiring shall conform to applicable state and local codes. A 200AMP main service shall be installed with a 15 AMP garage circuit. Switches shall be standard Decora style. <i>All switches, outlets and plates shall be white.</i>
TV/Video	One telephone jack and one television outlet will be installed in – all bedrooms, den, family room and bonus room (per plan). One telephone jack installed in the kitchen. Telephone and cable wiring shall be Category 5. One structured cable enclosure will be located in the master bedroom closet and will include a 10 port phone module, and one 6 port cable module. Additional telephone jacks and television outlets can be provided at an <u>additional expense to Buyer</u> .
Structured Wiring	1” smurf tube will be installed into attic for future cable needs and one 1 1/2” smurf tube will be run above fireplace for future television needs.
Exhaust Fan	Quiet series bathroom exhaust fan to be located in all Bathroom, near the shower and in the laundry room.
Exterior Lights	2 or 3 (plan dependent) Wall mounted lights to be mounted on the front of the garage. 1 wall mounted light at the rear patio.
Exterior Outlets	2 Waterproof exterior outlets are provided – one on front of house at entry and one on back of house at nook. (Plans with covered patios will have ceiling lights)
Garage Door Openers	Each garage door shall have one Gene 2028-8 belt drive opener.

_____	Buyer	_____	Date	_____	Seller	_____	Date
_____	Buyer	_____	Date	_____	Seller	_____	Date

Lighting Light fixtures and can light trims are per the Builder’s pre- approved lighting scheme at Crescent Lighting. (Jeff Duncan @ 425 889-4400), by appointment only. Any overages are paid by the *Buyer* directly to Crescent Lighting. NOTE: All bedrooms receive flush mounted ceiling light fixtures.

Plumbing

Builder shall install plumbing in accordance with the current *Snohomish County* Health Department Plumbing Code.

Kitchen	Sink Faucet Disposal Ice Maker	MSI SIN-16-WEL-3219 Single Bowl (Stainless Steel) Moen 7564 S.R.S. pull down (Stainless Steel) Moen GX50C 1/3 horsepower with cord L.S.P. PVC box and shutoff valve, excludes hook-up
Powder Room	Sink Faucet Toilet	MSI SIN-POR-2015 China Lav (white) Moen Gibson 6145 series (Black) Wester Pottery B 8-72-W,T8HP-W ADA (white)
Master Bathroom	Sink Faucet Tub Tub Faucet Shower Shower Valve Toilet	(2) MSI SIN-POR-2015 China Lav (white) (2) Moen Gibson 6412 two handle (Chrome) MAAX Optik 60”x32” Free Standing soaker (white) Moen Gibson T2903 EP (Chrome) Floestone Fiberglass pan (white) size per plan . Moen Gibson, T3002 EP (Chrome) Wester Pottery B 8-72-W,T8HP-W ADA (white)
Upper floor Hall Bath	Sink Faucet Tub/Shower Faucet Toilet	(2) MSI SIN-POR-2015 China Lav (white) (2) Moen 6145 single handle (Chrome) MAAX TS EA 63 fiberglass stall (White) Moen Gibson T2903 (Chrome) Wester Pottery B 8-72-W,T8HP-W ADA (white)
Loft Hall Bath	Sink Faucet Tub/Shower Faucet Toilet	(1 or 2 see floor plan) MSI SIN-POR-2015 China Lav (white) (1 or 2 see floor plan) Moen 6145 single handle (Chrome) MAAX TS EA 63 fiberglass stall (White) Moen Gibson T2903 (Chrome) Wester Pottery B 8-72-W,T8HP-W ADA (white)
Miscellaneous		
	Laundry Room	PVC recessed valve box.
	Other	Pressure reducing valve on main water supply into house
	Hose Bibs	2 Exterior frost-free hose bibs are provided – one at the front and one at the rear of house. Additional hose bibs are available at an <u>additional expense</u> to <i>Buyer</i> .
	Water Supply	Wirsbo Pex System
	Waste Piping	ABS Plastic
	Hot Water Tank	Renni RU 180IN (Tankless)

_____ Buyer _____ Date _____ Seller _____ Date
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Heating & Ventilation

Furnace	Bryant single stage Natural Gas forced air Furnace 915SB36040E17 model 95% AFUE rating.
Thermostat	Nest Gen III, or equivalent
Gas Piping	Furnace, HWT, Fireplace, and Kitchen range.
Feature	Sleeve box installed for future electronic air cleaner Dryer vent connection box at laundry room.

Drywall

Texture	The walls and ceilings shall be textured with a light dash “lite dash” texture. Drywall corners throughout shall have square metal corners. The garage shall be fire taped, no texture or paint. Additional taping or paint in the garage can be added at an additional cost to the Buyer.
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Cabinets

Style / Color	Kitchen perimeter, powder room and master bath vanities to be 3” Shaker Series painted per the pre-approved color scheme. All other cabinets are to be stained 3” Shaker “Beech” with the pre-approved stain color selected from the designers three options.
Features	All base cabinets to have an approximate height of 36” above the floor. The upper cabinets in the kitchen shall be trimmed with 2 1/4” crown molding. Kitchen upper cabinets are 42” tall cabinets. (see layout) All cabinet have soft close drawers and doors. Cabinet pulls to be Elements 625-128 5” cabinet pull (Satin Nickle in kitchen, matte black in powder with matte black plumbing fixtures, chrome in all other rooms) or equivalent.

Paint & Wallpaper

All paint shall be Sherman Williams Paint, or equivalent. All colors are to come from Oak Ridge Partners LLC pre-approved color selections.

Interior	Walls and ceilings	One coat of low sheen washable enamel in SW9166 Drift of Mist.
	Millwork	All millwork is site-finished painted with Water Alkyd Hybrid SW 7004 Snowbound
	Accent walls	Per pre-approved color scheme
Exterior	Main House Body	One coat of flat oil paint per the pre-approved color scheme
	Trim/Corner Boards/Fascia	One coat of flat oil paint per the pre-approved color scheme
	Front Door	Enamel finish per the pre-approved color scheme.
	Garage Interior	Fire-tape only

_____ Buyer _____ Date _____ Seller _____ Date
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Furnace closet
 Garage Door

Fire-tape only
 One coat of flat oil paint per the pre-approved color scheme

Wallpaper None

Millwork Schedule

Room	Finish	Base	Casing	Crown	Windows	Chair rail	Wainscot	Fireplace
Entry	Paint	5"	3"	No	Sill only	No	No	No
Dining	Paint	5"	3"	No	Sill only	No	No	No
Powder	Paint	5"	3"	No	Sill only	No	No	No
Lower Hall	Paint	5"	3"	No	NA	No	No	No
Family	Paint	5"	3"	No	Sill only	No	No	Per Plan
Kitchen/Nook	Paint	5"	3"	2-1/4" On Upper Cabinets	Sill only	No	No	No
Mud Room (per plan)	Paint	5"	3"	No	NA	No	No	No
Stairs	Paint	5"	3"	No	Drywall wrap	No	No	No
Upper Hall Loft Hall	Paint	5"	3"	No	Sill only	No	No	No
Laundry	Paint	5"	3"	No	Sill Only	No	No	No
Secondary Bedrooms	Paint	5"	3"	No	Sill only	No	No	No
Hall/Secondary Baths	Paint	5"	3"	No	Sill only	No	No	No
Master Bedroom	Paint	5"	3"	No	Sill only	No	No	No
Master Bathroom	Paint	5"	3"	No	Sill only	No	No	No
Bonus Room	Paint	5"	3"	No	Sill only	No	No	No

Base 9/16"x 5 1/2" "Very Square" MDF flat stock.

Door Casing 3/4"x 2 1/2" "Very Square" MDF flat stock.

Windows - Wrapped All window noted above will have sill and apron only with drywall wrap on three sides.

Stairs Prefabricated metal railing in a Matte Black on a curb with a painted wall cap, on the first flight of stairs. The second & loft flights and landing receive a 42" sheetrock wall with a painted MDF cap. 1x10 skirt boards on both flights.

Appliances

Range GE series 30" 4 burner with griddle Gas cooktop stainless JGS760SPSS

_____ Buyer _____ Date _____ Seller _____ Date
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Hood	Elica 30” Chimney Style wall hood Volterra with 400CFM fan stainless EVL430S2
Microwave	GE 2.2 Cu FT Built in sensor 1100-watt microwave in stainless PEB7227SLSS
Microwave Trim Kit	GE 27” Built in Trim Kit in stainless JX7227SLSS
Dishwasher	GE Profile series 24” fully integrated dishwasher PDT715SYNFS

Countertops & Finishes

Kitchen	3CM slab Quartz counters selected from the pre-approved color schemes. Marazzi mosaic ceramic tile straight set full height backsplash selected from the pre-approved color schemes.
Powder Room	2 CM or 3CM slab Quartz (depending on color scheme and plan number) on counters from the pre-approved color schemes. Backsplash to be 2CM 6” Quartz to match the counter from the pre-approved color schemes.
Master Bath	2 CM or 3CM slab Quartz (depending on color scheme and plan number) on counters from the pre-approved color schemes. Backsplash to be 2CM 4” Quartz to match the counter from the pre-approved color schemes. Shower surround to have 12”x24” ceramic field tile to ceiling vertical set with one 13” row of Surface Art Fence Bianco deco strip per the pre-approved color schemes.
Secondary Bath(s)	2 CM or 3CM slab Quartz (depending on color scheme and plan number) on counters from the pre-approved color schemes. Backsplash to be 2CM 6” Quartz to match the counter from the pre-approved color schemes.
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Floor Coverings

Wood Flooring	TAS Ridgeline series 7” wide LVP, or equivalent, in the entry, powder room, lower hall, kitchen and nook, mud room and great room. Color to be selected from the pre-approved color schemes.
Tile	Master Bath floor to be Serene Sabias 12”x24” porcelain tile ½ set. All tile to be selected from the pre-approved color schemes.
Vinyl	Mannington <i>Benchmark</i> , in the utility room and secondary bathrooms. Color to be selected from the pre-approved color schemes.
Carpet	Shaw Carpet <i>Ellis Bay</i> , or equivalent, with 6 lb. rebound pad in all other rooms and 8lb pad on stairs. Carpet color to be selected from the pre-approved color schemes.

Mirrors & Shower Doors

_____ Buyer _____ Date _____ Seller _____ Date
 _____ Buyer _____ Date _____ Seller _____ Date

Powder Room	24” Rectangular Matte Black framed wall mirror
Master Bath	42” High mirror to span the width of the cabinet. Tempered glass shower door with a Chrome finish.
Secondary Baths(s)	42” High mirror to span the width of the cabinet.

Closet Shelves

Pantry	5 rows 12” close mesh wire shelving in the kitchen pantry, per plan
Master W.I.C.	Shelf and rod with a hi/lo on the long wall wire shelves
Linen Closet	5 Rows of white wire shelves
Other Closets	1 Row of white wire shelves and rod

Finish Hardware

Entry Door	Kwikset San Clemente series Entry Handle latch handset, or equivalent, with deadbolt in brushed nickel finish outside and chrome finish inside, single key deadbolt.
Interior Doors	Kwikset Halifax Collection lever style, or equivalent, in chrome finish <ul style="list-style-type: none"> • Privacy lock levers at entry door(s) into master suite • Privacy lock levers at all bathrooms • Passage levers at house to garage, secondary bedrooms and all other rooms
Hinges	Chrome hinges throughout
Deadbolts	At entry door, in brushed nickel finish
Bath Hardware	Powder Room <ul style="list-style-type: none"> • (1) Gatco Channel Collection matte black towel ring & TP holder Master Bedroom <ul style="list-style-type: none"> • (1) Gatco Channel Collection chrome towel ring. • (1) Gatco Channel Collection chrome towel bar & TP holder Hall/Secondary Bedrooms <ul style="list-style-type: none"> • (1) Gatco Channel Collection chrome towel ring. • (1) Gatco Channel Collection chrome towel bar & TP holder

BUYER SELECTIONS AND UPGRADES: If material is not already ordered or installed, the *Buyer* may select counter tops, floor coverings, exterior paint colors and light fixtures from *Seller's* subcontractor's standard stock of materials. If *Buyer* elects to upgrade said selections, then *Buyer* shall pay direct to *Seller* or *Seller's* subcontractor, cash in advance, non-refundable, for the cost of said upgrades. Should *Buyer's* selections cause delay of construction, *Buyer* shall re-select so as to cause no construction delay. All *Buyer* selections are subject to *Seller's* sole approval. *Seller* also reserves the right to request that

_____ Buyer _____ Date _____ Seller _____ Date
_____ Buyer _____ Date _____ Seller _____ Date

Oak Ridge Partners, LLC
Specification Addendum (msv12042020)
Page 10 of 10

Buyer reselect those items including colors that seller has solely deemed unsuitable or inappropriate for the home or neighborhood.

BUYER'S PLAN AND SPECIFICATIONS CHANGES: Should Buyer elect to make any changes from basic plans and specifications, said changes shall be at the Seller's sole option. Seller additionally reserves the right to accept or reject any changes requested by Buyer at Seller's sole option.

****All parties certify that this original document has not been modified or changed from the original, as published by Seller, Construction Manager or Listing Broker except as may be handwritten, specifically reference, and agreed upon by all parties.***

THE UNDERSIGNED HEREBY APPROVE THESE SPECIFICATIONS DATED THIS

_____ day of _____, _____.

Buyers Signature Date

Buyers Signature Date

Sellers Signature Date
OAK RIDGE PARTNERS, LLC

Selling Broker Date

Authentisign
Bruce D Lystad
9/15/2021 12:58:32 PM PDT

Listing Broker Date

Buyer Date

Buyer Date

Seller Date

Seller Date

OAKRIDGE

Landscape Maintenance Orientation

As part of my home inspection walk, I have reviewed my landscaping and understand the following:

- *Natural Concepts Landscape Co., Inc.* (“Landscape Contractor”) installed the landscaping to your unit. Warranty for your landscaping will be provided by the Landscape Contractor for period of (30) days from occupancy/closing date. You will be responsible for maintenance of the landscaping to your unit in accordance the “*Landscape Rules*” adopted by the Homeowners Association upon closing (See Section 7 and 8).
- The Buyer accepts the landscaping at the time of the “*Homeowners Orientation Inspection*”. Any dead or sickly plants, must me noted in writing, at this time.
- The Buyer must provide the Landscape Contractor a list, *in writing*, of any other dead or sickly plants at the end of the (30) day warranty period. The Landscape Contractor does not warranty the landscaping after the warranty period, nor does he warranty any unforeseen natural earth conditions, i.e. abnormal soils conditions, land erosion, native trees, etc.

Natural Concepts Landscape Company, Inc.

5019 156th St. SE

Bothell, WA 98012

Attn: _____
(425) 743-2942

- Irrigation is not provided to the individual units of Oak Ridge. You are responsible for watering all plants, lawns, and hydro seeded areas upon closing.

_____	_____	Distribution:
Buyer/Homeowner Signature	Date	Homeowner

_____	_____	Natural Concepts
Oak Ridge Partners LLC	Date	Builder Lot File
Representative		

OAKRIDGE

Exhibit "A" - Legal Description

UNIT 14, OAK RIDGE A CONDOMINIUM, ACCORDING TO THE SURVEY MAP AND PLANS RECORDED UNDER AUDITOR'S FILE NUMBER 202107065004 AND ACCORDING TO THE DECLARATION RECORDED UNDER AUDITOR'S FILE NUMBER 202107060890, AND ANY AMENDMENTS THERETO, RECORDS OF SNOHOMISH COUNTY WASHINGTON.

ALL SITUATE IN THE COUNTY OF SNOHOMISH STATE OF WASHINGTON

_____ Buyer	_____ Date
_____ Buyer	_____ Date
_____ Seller	_____ Date
_____ Seller	_____ Date

OAKRIDGE

EXHIBIT "B" - BUYER ACKNOWLEDGMENT

Buyer has been to www.OakRidgeOffer.com and acknowledges receipt of and approval of the following documents:


BUYER 1 INITIALS	BUYER 2 INITIALS	Description	"File Name"
		Articles of Incorporation	<i>"OR Articles of Incorporation.pdf"</i>
		CC&Rs	<i>"OR Covenants.pdf"</i>
		HOA Bylaws	<i>"OR Declaration of Condominium.pdf"</i>
		HOA Budget Analysis	<i>"OR HOA Budget Analysis.pdf"</i>
		HOA ByLaws	<i>"OR HOA ByLaws.pdf"</i>
		Public Offering Statement	<i>"OR Public Offering Statement.pdf"</i>
		Recorded Plat Map	<i>"OR Condo Map.pdf"</i>
		2-10 Homebuyers Warranty Pamphlet	<i>"2-10 HBW Sample Warranty Booklet.pdf"</i>

Buyer 1	Date
Buyer 2	Date

OAKRIDGE

Exhibit "C"

Buyer acknowledges receipt of:
Law of Real Estate Agency.pdf



THE LAW OF REAL ESTATE AGENCY

This pamphlet describes your legal rights in dealing with a real estate firm or broker. Please read it carefully before signing any documents.

The following is only a brief summary of the attached law.

- SEC. 1. Definitions.** Defines the specific terms used in the law.
- SEC. 2. Relationships between Brokers and the Public.** Prescribes that a broker who works with a buyer or tenant represents that buyer or tenant — unless the broker is the listing agent, a seller’s subagent, a dual agent, the seller personally or the parties agree otherwise. Also prescribes that in a transaction involving two different brokers licensed to the same real estate firm, the firm’s designated broker and any managing broker responsible for the supervision of both brokers, are dual agents and each broker solely represents his or her client — unless the parties agree in writing that both brokers are dual agents.
- SEC. 3. Duties of a Broker Generally.** Prescribes the duties that are owed by all brokers, regardless of who the broker represents. Requires disclosure of the broker’s agency relationship in a specific transaction.
- SEC. 4. Duties of a Seller’s Agent.** Prescribes the additional duties of a broker representing the seller or landlord only.
- SEC. 5. Duties of a Buyer’s Agent.** Prescribes the additional duties of a broker representing the buyer or tenant only.
- SEC. 6. Duties of a Dual Agent.** Prescribes the additional duties of a broker representing both parties in the same transaction, and requires the written consent of both parties to the broker acting as a dual agent.
- SEC. 7. Duration of Agency Relationship.** Describes when an agency relationship begins and ends. Provides that the duties of accounting and confidentiality continue after the termination of an agency relationship.
- SEC. 8. Compensation.** Allows real estate firms to share compensation with cooperating real estate firms. States that payment of compensation does not necessarily establish an agency relationship. Allows brokers to receive compensation from more than one party in a transaction with the parties’ consent.
- SEC. 9. Vicarious Liability.** Eliminates the liability of a party for the conduct of the party’s agent or subagent, unless the principal participated in or benefited from the conduct or the agent or subagent is insolvent. Also limits the liability of a broker for the conduct of a subagent.
- SEC. 10. Imputed Knowledge and Notice.** Eliminates the common law rule that notice to or knowledge of an agent constitutes notice to or knowledge of the principal.
- SEC. 11. Interpretation.** This law establishes statutory duties which replace common law fiduciary duties owed by an agent to a principal.
- SEC. 12. Short Sale.** Prescribes an additional duty of a firm representing the seller of owner-occupied real property in a short sale.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

SELLER: Oak Ridge Partners, LLC.

Seller

Seller

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

INSTRUCTIONS TO THE SELLER

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

NOTICE TO THE BUYER

THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT

Lots 1-18 Oak Ridge (15228 18th Ave W), CITY Lynnwood

STATE WA, ZIP 98087, COUNTY Snohomish ("THE PROPERTY") OR AS LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A.

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

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

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

SELLER IS/ IS NOT OCCUPYING THE PROPERTY.

I. SELLER'S DISCLOSURES:

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

1. TITLE

	YES	NO	DON'T KNOW	N/A
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 type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

RS 6/20/2021

SELLER'S INITIALS Date SELLER'S INITIALS Date

COA

**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 54 55
*J. Is there a boundary survey for the property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	56
*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"/>	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 <input type="checkbox"/> Private well serving only the subject property * <input type="checkbox"/> Other water system					62 63 64 65
*If shared, are there any written agreements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	66
*(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"/>	67 68
*(3) Are there any problems or repairs needed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	69
(4) During your ownership, has the source provided an adequate year-round supply of potable water? ... If no, please explain: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	70 71
*(5) Are there any water treatment systems for the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 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 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 type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	79 80 81
*(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"/>	82 83
*(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"/>	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 type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	89 90
*(2) If yes, are there any defects in the system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	91
*(3) If yes, is the sprinkler system connected to irrigation water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	92

3. SEWER/ON-SITE SEWAGE SYSTEM

A. The property is served by:					93
<input checked="" type="checkbox"/> Public sewer system <input type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts)					94 95
<input type="checkbox"/> Other disposal system					96
Please describe: _____					97

SELLER'S INITIALS

Date

SELLER'S INITIALS

Date

[Handwritten Signature] *6/20/2021*

**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 checked="" type="checkbox"/>	<input 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
(2) When was it last pumped? _____				<input checked="" type="checkbox"/>	106
*(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"/>	107
(4) When was it last inspected? _____				<input checked="" type="checkbox"/>	108
By whom: _____				<input checked="" type="checkbox"/>	109
(5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms			<input type="checkbox"/>	<input checked="" type="checkbox"/>	110
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"/>	111
If no, please explain: _____					112
					113
*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"/>	114
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"/>	115
If no, please explain: _____					116
					117
*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"/>	118
					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).

4. STRUCTURAL

*A. Has the roof leaked within the last 5 years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	121
*B. Has the basement flooded or leaked?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	122
*C. Have there been any conversions, additions or remodeling?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	123
*(1) If yes, were all building permits obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	124
*(2) If yes, were all final inspections obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	125
D. Do you know the age of the house?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	126
If yes, year of original construction: _____					127
*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 type="checkbox"/>	128
*F. Are there any defects with the following: (If yes, please check applicable items and explain)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	129
<input type="checkbox"/> Foundations	<input type="checkbox"/> Decks	<input type="checkbox"/> Exterior Walls			130
<input type="checkbox"/> Chimneys	<input type="checkbox"/> Interior Walls	<input type="checkbox"/> Fire Alarms			131
<input type="checkbox"/> Doors	<input type="checkbox"/> Windows	<input type="checkbox"/> Patio			132
<input type="checkbox"/> Ceilings	<input type="checkbox"/> Slab Floors	<input type="checkbox"/> Driveways			133
<input type="checkbox"/> Pools	<input type="checkbox"/> Hot Tub	<input type="checkbox"/> Sauna			134
<input type="checkbox"/> Sidewalks	<input type="checkbox"/> Outbuildings	<input type="checkbox"/> Fireplaces			135
<input type="checkbox"/> Garage Floors	<input type="checkbox"/> Walkways	<input type="checkbox"/> Siding			136
<input type="checkbox"/> Wood Stoves	<input type="checkbox"/> Elevators	<input type="checkbox"/> Incline Elevators			137
<input type="checkbox"/> Stairway Chair Lifts	<input type="checkbox"/> Wheelchair Lifts	<input type="checkbox"/> Other _____			138
*G. Was a structural pest or "whole house" inspection done?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	139
If yes, when and by whom was the inspection completed?					140
_____					141
					142
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 type="checkbox"/>	143
I. Is the attic insulated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	144
J. Is the basement insulated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	145

SELLER'S INITIALS _____ Date 6/26/2021 SELLER'S INITIALS _____ Date _____

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

(Continued)

	YES	NO	DON'T KNOW	N/A	149
5. SYSTEMS AND FIXTURES					150
*A. If any of the following systems or fixtures are included with the transfer, are there any defects? If yes, please explain: _____					151
Electrical system, including wiring, switches, outlets, and service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	153
Plumbing system, including pipes, faucets, fixtures, and toilets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	154
Hot water tank	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	155
Garbage disposal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	156
Appliances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	157
Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	158
Heating and cooling systems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	159
Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	160
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	161
*B. If any of the following fixtures or property is included with the transfer, are they leased? (If yes, please attach copy of lease.)					162
Security System: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	164
Tanks (type): _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	165
Satellite dish: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	166
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	167
*C. Are any of the following kinds of wood burning appliances present at the property?					168
(1) Woodstove?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	169
(2) Fireplace insert?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	170
(3) Pellet stove?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	171
(4) Fireplace?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	172
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 type="checkbox"/>	173
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 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	175
F. Is the property equipped with smoke detection devices?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	176
(Note: Pursuant to RCW 43.44.110, if the property is not equipped with at least one smoke detection device, at least one must be provided by the seller.)					177
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6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS					182
A. Is there a Homeowners' Association?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	183
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: _____					184
B. Are there regular periodic assessments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	185
\$ <u>90</u> per <input checked="" type="checkbox"/> month <input type="checkbox"/> year					186
<input type="checkbox"/> Other: _____					187
*C. Are there any pending special assessments?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	188
*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"/>	189
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7. ENVIRONMENTAL					194
*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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	195
*B. Does any part of the property contain fill dirt, waste, or other fill material?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	196
*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"/>	197
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"/>	198
*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"/>	199
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					202
*F. Has the property been used for commercial or industrial purposes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	203
					204

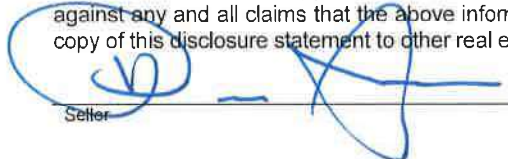
DS 6/20/2021
SELLER'S INITIALS Date

SELLER'S INITIALS Date

SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

(Continued)

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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"/>	205 206 207
*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 type="checkbox"/>	<input checked="" type="checkbox"/>	208 209
*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"/>	210
*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"/>	211
*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"/>	212
8. LEAD BASED PAINT (Applicable if the house was built before 1978).					213
A. Presence of lead-based paint and/or lead-based paint hazards (check one below):					214
<input type="checkbox"/> Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). _____					215 216
<input type="checkbox"/> Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.					217
B. Records and reports available to the Seller (check one below):					218
<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). _____					219 220 221
<input type="checkbox"/> Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.					222
9. MANUFACTURED AND MOBILE HOMES					223
If the property includes a manufactured or mobile home,					224
*A. Did you make any alterations to the home?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	225
If yes, please describe the alterations: _____					226
*B. Did any previous owner make any alterations to the home?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	227
*C. If alterations were made, were permits or variances for these alterations obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	228
10. FULL DISCLOSURE BY SELLERS					229
A. Other conditions or defects:					230
*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"/>	231 232
B. Verification					233
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.					234 235 236 237
					238
Seller _____ Date <u>6/20/2021</u> Seller _____ Date _____					239

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**

(Continued)

II. NOTICES TO THE BUYER

1. SEX OFFENDER REGISTRATION

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.

2. PROXIMITY TO FARMING/WORKING FOREST

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

3. OIL TANK INSURANCE

THIS NOTICE IS TO INFORM YOU THAT IF THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE UTILIZES AN OIL TANK FOR HEATING PURPOSES, NO COST INSURANCE MAY BE AVAILABLE FROM THE POLLUTION LIABILITY INSURANCE AGENCY.

III. BUYER'S ACKNOWLEDGEMENT

1. BUYER HEREBY ACKNOWLEDGES THAT:

- 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.
- 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.
- 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.
- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- 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).
- F. If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet *Protect Your Family From Lead in Your Home*.

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.

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.

Buyer Date Buyer Date

2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER

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.

Buyer Date Buyer Date

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

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.

Buyer Date Buyer Date

PS
6/29/2021
SELLER'S INITIALS Date

SELLER'S INITIALS Date