



New Construction Addendum

The following is made a part of that certain Purchase and Sale Agreement and/or Earnest Money Agreement, hereinafter "the Agreement", dated _____, between Hunter Homes Building Group, a Washington Limited Liability Company, as "Seller" or "Builder", and _____ as "Purchaser" or "Buyer". This agreement covers the purchase and sale of the home known as Plan No. _____ and/or known as the _____ Plan, on that certain real property commonly known as Lot _____ of **The Buttes** located in Pierce County, WA.

1. **CLOSING/ESCROW TITLE** shall be through the following:

C W Title and Escrow @ 253-200-2700
1002 39th Ave SW, Ste 101, Puyallup, WA 98373
Kim Miller

2. **TITLE** shall be through the following:

C W Title and Escrow @ 253-200-2700
1002 39th Ave SW, Ste 101, Puyallup, WA 98373

3. **PURCHASER's Lender :**

Bank Name:
Loan Officer:
Phone Number:

4. **CLOSING COSTS.** Seller has approved up to a \$5,000 credit for closing costs on lot _____, provided that:

Buyer(s) must be pre-approved with our Preferred Lender, Brooke Villano of Veterans United Home Loans within five (5) days of Mutual Agreement, and successfully close with Brooke Villano of Veterans United Home Loans.

If Buyer(s) use lender other than Brooke Villano of Veterans United Home Loans, then Buyer(s) shall receive up to \$4,000 in closing costs.

Buyer(s) may use lender of choice, but Buyer(s) is still required to make application with the above lender, if only for purposes of pre-approval. Contact Brooke Villano at 253-720-6248.

Closing Cost Credit may only be used toward closing costs and is not redeemable in cash or credit toward upgrades. Purchaser agrees to make loan application and have financing contingency removed within 5 days. This supersedes Financing Addendum Form 22A.

5. **EARNEST MONEY.** Earnest money shall be at least \$1,500 for existing inventory and at least \$2,500 for all presales. Earnest Money to be deposited with C W Title and Escrow and be released to Seller as Non-refundable Builder Deposit 30 days after Mutual Agreement.

6. **IF THIS IS A CASH PURCHASE,** the total amount of the purchase/sales price must be deposited into escrow within three business days of the mutual acceptance of the Agreement. Escrow can be instructed to deposit the funds into an interest bearing account for the benefit of the Purchaser.

7. **LENDER FEES.** Buyer and Buyer's Lender are aware that builder will not pay any of the lenders fees on behalf of the Purchaser to Purchaser's Lender, or others, unless specifically agreed to in writing in the Agreement (or Addendum thereto) that this is a part of; such as document processing fees, review fees, underwriting fees, funding fees, or any other such lender fees.

Buyers Initials _____

Sellers Initials _____



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- 8. PERSONALIZATION.** Purchaser acknowledges that the final selections and personalization of their new home is to be completed prior to the commencement of construction. If Purchaser requests any changes, alterations and/or additional upgrades or features after commencement of construction, Seller may, in its sole discretion either deny such request OR it may allow such request provided that Purchaser prepay the Seller the full price of all requested changes, alterations and/ or additional upgrades or features plus a construction change fee of up to \$200.00 per request. Purchaser is strongly encouraged to request all changes, alterations and/or additional upgrades or features to their new home before construction commences. Time is of the essence to accomplish this for the purposes of ordering Purchaser preference items and the property appraisal on a timely basis so as not to delay the completion of construction. If Purchaser elects to make any upgrade or selection outside of Seller's standard stock materials, the Purchaser shall pay in advance the costs of any and all of such upgrades and additional features directly to the Seller and such payment shall then become non-refundable. Purchaser also acknowledges that due to variable appraisal policies, the full value of the upgrades and additional features may not be included in the appraised value of the property. Purchaser agrees to execute a waiver of low appraisal, except on FHA/VA financed transactions, if necessary to include the value of upgrades and additional features to the purchase price.

Buyer understands that although changes/upgrades may add value to the Home, the appraisal value may not increase at all, and therefore the Buyer may not be able to finance upgrades. In the event appraisal value is less than the purchase price, Buyer and Seller conditionally agree to lower the purchase price as follows: 1. If upgrades are less than the Builder Deposit, Seller agrees to reduce the purchase price by the difference between the appraisal value and the purchase price. Buyer agrees to reduce the amount of Builder Deposit to be credited at closing by the same. Or, 2. If upgrades total more than the Builder Deposit, Seller agrees to reduce the purchase price to the appraised value. Buyer agrees to forfeit the Builder Deposit credit at closing, and agrees to pay any remaining balance in cash at closing.

- 9. COMPLETION OF NEW HOME.** The completion date is an estimated target date only. Any completion date contained in this agreement or communicated to the Purchaser by Seller or Agent is the best estimate of when the new home will be completed and in no way is meant as a guarantee. SELLER IS NOT RESPONSIBLE for the expiration of Purchaser's loan commitment, penalties, loan fees or other fees or losses due to the estimated completion date not being met. PURCHASER IS ADVISED TO ENSURE THAT THEIR LENDER AND ANY OTHER INTERESTED PARTY IS MADE AWARE OF THIS AGREEMENT.
- 10. COMPLETION DEFINED.** Completion is defined as when construction is substantially complete and a CERTIFICATE OF OCCUPANCY is issued.
- 11. LOCATION OF HOME.** SELLER HAS SOLE DISCRETION TO DETERMINE THE EXACT LOCATION OF HOME ON THE PROPERTY BEING PURCHASED.
- 12. GRADE AGREEMENT.** The Builder/Developer makes no warranties, expressed or implied, as to the grade (gradient) of lot except that the lot will be graded to drain away from the home. The Purchaser shall be responsible for properly providing the grade (gradient) at such time as the lot is prepared for landscaping. By their signature hereon, the Purchaser acknowledges that they are aware of their responsibility to insure proper grading and shall not hold the builder/developer responsible for any standing water or problems as the result of precipitation. Any question as to grade (gradient) should be addressed to a civil engineer or other professional. In the event that front yard and back yard landscaping are provided by the Builder, the grade shall be the responsibility of the Builder, to insure proper grading, holding the Buyer harmless.

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

Buyers Initials _____

Sellers Initials _____



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13. **INSULATION.** The Federal Trade Commission Regulations require the following information be disclosed:

INSULATION LOCATION	INSULATION TYPE	THICKNESS IN INCHES	R-VALUE
Wall - Exterior	Fiberglass Batts	5.5"	R-21
Crawl Space, Overhangs, Floor Over Garage,	Fiberglass Batts	10"	R-30
Ceiling	Fiberglass Blow	16"	R-49
Ceiling – in Vaulted Areas	Fiberglass Batts – 1 st 2' Fiberglass Blow	5.5" 16"	R-21 R-49

14. **SUBSTITUTION.** Seller reserves the right to substitute items of comparable quality without prior notice to Purchaser. All items are subject to reasonable availability.

15. **NO VERBAL REPRESENTATIONS.** It is natural during the course of the transaction for the Purchaser to have questions regarding their new home. In order for the Purchaser to receive responsible and authoritative answers to their questions, the questions shall be presented to Seller who will respond in writing. Purchaser understands and agrees that sales agents, field superintendents and sub-contractors are not authorized to make such representations, or representation that shall modify the Agreement as written, and that the full understanding shall be limited to the Agreement as written together with any clarifications made by Seller in writing.

16. **CHANGES.** Purchaser may request changes to the standard home designs constructed by Seller prior to the commencement of construction only as provided in Section 4 of this Addendum. However, Purchaser understands that if the home is presently under construction as of the date of the Agreement, certain design changes may not be possible or accommodated, or if they can be accommodated they will be at an additional expense. Purchaser will be required to pay directly to Builder for all options selected in advance of the installation of the options selected by Purchaser. All payments for custom changes and/or upgrades which may be paid in advance by Purchaser prior to installation shall be non-refundable. All changes must be by written addendum signed by both parties.

17. **PURCHASER'S ACCESS DURING CONSTRUCTION.** Purchaser acknowledges that the property being purchased pursuant to the Agreement is and shall continue to belong to the Seller until closing. Purchaser agrees that they shall not enter onto the property during construction unless accompanied by Seller's representative or agent. Purchaser further acknowledges notice that only Seller, Seller's employees and authorized sub-contractors are authorized to enter and do work on the property, and Purchaser is expressly denied permission to do any work on the property prior to closing for any reason whatsoever, without the prior written agreement and consent of Seller. Furthermore, keys to the house or possession of the property shall/will not be released or transferred to the Purchaser until the closing/recording date of this purchase/sale transaction.

18. **PLAN VARIATIONS.** No two homes are built exactly alike. It is not uncommon to have minor differences in the dimensions or style of concrete, landscaping, framing, plumbing, mechanical, electrical, cabinets, etc. All homes are built with the same quality materials, but the above-mentioned items can and do vary from home to home. These variations are not considered defects and will not be changed.

19. **PLANS ARE PROPERTY OF SELLER.** Plans, drawings, specifications and design materials shall remain the sole property of the Seller and will not be made available to the Purchaser.

20. **PURCHASER IS AWARE THAT CONDITIONS, COVENANTS AND RESTRICTIONS HAVE BEEN RECORDED** for the protection of all homeowners in the development and has either received a copy of same or will request and review a copy of same.

Buyers Initials _____

Sellers Initials _____

21. **HOMEOWNER'S ASSOCIATION & DUES.** It is understood that all owners of lots within **The Buttes** will become members of the **The Buttes** Homeowner's Association. The Association will assess annual dues to each member to maintain and improve the common areas of **The Buttes**. The estimated annual dues of the Association for 2013 will be **\$410**. A **\$500** initial working capital assessment shall be collected from the Buyer at closing and will be paid to The Buttes Association. A **\$50 transfer fee** shall be collected at closing and paid to the Association's management company.
22. **APPLIANCES.** The stove/range, dishwasher, and microwave/hood are included in the base price of the home. All other appliances are options, and must be prepaid directly to the Builder as a non-refundable upgrade. All appliance upgrades must be selected from the Builder's Appliance Upgrade List, and purchased through the Builder's Appliance Supplier.
23. **IF THIS IS A PRE-SALE AGREEMENT** and any color selections are allowed, selections will be made within 14 days of Mutual Agreement. Appointments will be needed as follows: For Interior selections, contact Mark Thompson at Double Eagle Interiors, 2880 West Valley Hwy N #102, Auburn, WA 98001, mark@doubleeagleinteriors.com, 253-804-8800. For Exterior selections, contact Anne Knoblen at Hunter Homes, anne@hhbgonline.com 253-219-0820. Color selections take approximately one hour. All selections/colors must be within Builder allowances and color schemes. The Builder allows Buyer selections on the following items only:

Interior Selections

SURFACE	LOCATION (PER PLAN)	NO. OF SELECTIONS
Carpet Color	Great Room, Den, Formal Dining Room, Stairs, 2 nd floor Hallways, Bed/Bonus Rooms	1
Laminate Flooring Color	Entry, Main Floor Hallway, Powder Bath, Kitchen, Dining Nook	1
Granite Color	Kitchen Counters	1
Full Tile Back Splash	Kitchen	1
Fireplace Tile Surround & Hearth	Great Room	1
Vinyl Flooring	Main Bath & Utility	1
Vinyl Flooring	Master Bath	1
Laminate Counters	Main Bath & Master Bath	2
Bull-nose Tile Back Splash	Main Bath	1
Soaking Tub Tile Surround & Vanity Tile Bull-nose Backsplash	Master Bath	1

All upgrades selected at Double Eagle Interiors must be paid by check directly to Double Eagle Interiors at time of Selection, and shall be non-refundable.

Exterior Selections

Buyers may select from pre-approved exterior color schemes. Exterior elevations, siding detail, garage door styles, and lighting are pre-selected by the Builder.

Buyers Initials _____

Sellers Initials _____



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- 24. NEW HOME ORIENTATION.** The Seller will schedule a New Home Orientation for the Buyer prior to closing. New Home Orientations will be conducted Monday – Friday between the hours of 8:00 AM and 4:00 PM. Only the Buyer(s) and the Hunter Homes Building Group Representative are to be present. Seller and Buyer agree that any item(s) requiring additional attention, as noted at the new home orientation, will be completed as soon as reasonably possible; but in any event will not delay the closing process. Minor defects or deficiencies shall not justify the Buyer’s refusal to close this transaction, at full price, within the time provided. After closing, Buyer acknowledges that it is Buyer’s sole responsibility to provide access to the home and property during Seller’s normal working hours to ensure prompt correction of any deficiencies after closing.
- 25. BUYER’S THIRD PARTY HOME INSPECTION.** The Seller allows the Buyer the opportunity to have the property inspected by a licensed home inspector prior to the builder’s New Home Orientation. Buyers may not rescind due to findings on a Third Party Home Inspection. Buyers may submit a Form 35R.
- 26. IT IS FURTHER AGREED** that the Listing Agent or Seller has the right and authorization to contact the Purchaser, directly, as needed.
- 27. INTERPRETATION.** This Addendum shall supersede and prevail in any conflict between the Agreement to which this Addendum is attached and made a part of. Only handwritten or typed changes to the Agreement or this addendum shall have effect, provided that they are initialed by both Purchaser and Seller.
- 28. WARRANTY.** Seller will provide Purchaser with a 2-10 Home Buyers Warranty (2-10 HBW) at no cost to Purchaser. At closing, escrow officer will order 2-10 HBW to be administered by Home Buyers Warranty Corporation and mailed direct to Purchaser. Purchaser is aware a **sample** copy of 2-10 HBW is available for review and Purchaser agrees that he/she has either received a copy of same or will request and review a copy of same. As consideration for the 2-10 HBW, Purchaser agrees to the provisions of Warranty and agrees this Warranty supersedes any different or inconsistent provisions in the Purchase & Sale Contract. Any and all claims or disputes between Seller, Purchaser and HBW and/or the Warranty Insurer arising from or relating to the 2-10 HBW shall be submitted to arbitration according to the Arbitration Agreement contained within the 2-10 HBW.
- 29. RECEIPT OF “A HOMEOWNER’S GUIDE TO SEPTIC SYSTEMS.”** Subsequent to closing, it is the Buyer’s responsibility to maintain the septic system in order for it to function properly and satisfy all current governmental codes and regulations. The Buyer agrees that if the Buyer fails to maintain the septic system, or misuses the system in any manner, that the Buyer will hold the Seller harmless from any claims arising out of the same. Furthermore, the Buyer acknowledges that such action shall void any warranty with respect to the septic system and appurtenances thereto.
- Buyer has received the above mentioned brochure “ **A Homeowner’s Guide to Septic Systems**” and has read and understands paragraph (29) above.
- Initials: Buyer _____ Date _____ Buyer _____ Date _____
- 30. POSSESSION.** Purchaser shall be entitled to possession of their new home on the closing date, which is the date title transfer is recorded at the County. Keys will be released to Buyer(s) upon notification from Escrow that the county recording numbers have been received and funds are made available to the Seller.
- 31. BROKER COMMISSIONS.** Real Estate commissions will be paid on base price and will not be paid on sales price that includes seller paid closing costs, upgrades or any concessions which have been added to base price.
- 32. UTILITIES PAID OUTSIDE OF ESCROW.** Seller agrees to pay any utility or special district installments due at the time of Closing. Seller agrees to make such payments outside of escrow. Seller and Purchaser hereby waive their right under RCW.60.80 to have the Title Co. administer the payment of such installments, or any other charges that may be due at closing as described in RCW.60.80, and hereby waive any liability of the Title Co. for collection. Buyer agrees to notify utility companies (gas, electricity, water, sewer, etc.) and make necessary arrangements to transfer billings effective as of the date of closing.

Buyers Initials _____

Sellers Initials _____



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PURCHASER _____ DATE _____

PURCHASER _____ DATE _____

ADDRESS _____

PHONE _____ EMAIL _____

SELLER _____ DATE _____

**IDENTIFICATION OF UTILITIES
ADDENDUM TO PURCHASE AND SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated _____ 1
between _____ ("Buyer") 2
and **Hunter Homes Building Group, LLC** ("Seller") 3
concerning _____ (the "Property"). 4

~~Pursuant to RCW 60.80, Buyer and Seller request the Closing Agent to administer the disbursement of closing funds 5
necessary to satisfy unpaid utility charges affecting the Property. The names and addresses of all utilities providing 6
service to the Property and having lien rights are as follows: 7~~

WATER DISTRICT: **Valley Water District** 8

FOR Name **1-253-841-9698** 9

INFORMATIONAL Address _____ 10

SEWER DISTRICT: City, State, Zip **N/A** 11

PURPOSES Name _____ 12

ONLY Address _____ 13

IRRIGATION DISTRICT: City, State, Zip **N/A** 14

Name _____ 15

Address _____ 16

GARBAGE: City, State, Zip **DM Disposal** 17

Name **3600 Port of Tacoma Rd #505, Tacoma 98424** 18

Address **www.murreysdisposal.com, (253) 414-0347** 19

ELECTRICITY: City, State, Zip **Puget Sound Energy (PSE)** 20

Name **(888) 225-5773** 21

Address **www.pse.com** 22

GAS: City, State, Zip **Puget Sound Energy (PSE)** 23

Name **(888) 225-5773** 24

Address **www.pse.com** 25

SPECIAL DISTRICT(S): City, State, Zip **N/A** 26
(local improvement districts or utility local improvement districts) Name _____ 27

Address _____ 28

City, State, Zip _____ 29

If the above information has not been filled in at the time of mutual acceptance of this Agreement, then (1) within _____ 29
_____ days (5 if not filled in) of mutual acceptance of this Agreement, Seller shall provide the Listing Broker or 30
Selling Broker with the names and addresses of all utility providers having lien rights affecting the Property and (2) 31
Buyer and Seller authorize Listing Broker or Selling Broker to insert into this Addendum the names and addresses of 32
the utility providers identified by Seller. 33

Nothing in this Addendum shall be construed to diminish or alter the Seller's obligation to pay all utility charges 34
(including unbilled charges). Buyer understands that the Listing Broker and Selling Broker are not responsible for, or 35
to insure payment of, Seller's utility charges. 36

Initials: BUYER: _____ Date: _____ SELLER: _____ Date: _____
BUYER: _____ Date: _____ SELLER: _____ Date: _____

SELLER DISCLOSURE STATEMENT †
IMPROVED PROPERTY

SELLER: Hunter Homes Building Group, LLC 1

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

INSTRUCTIONS TO THE SELLER 5

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

NOTICE TO THE BUYER 11

THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT 12
The Buttes Phase 3 lots 15-18, 20, 27, 28, 51-60 13

CITY Orting, COUNTY Pierce ("THE PROPERTY") 14

OR AS LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A. SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING 15
MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT 16
THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN 17
WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS 18
DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN 19
STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED 20
DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER 21
INTO A PURCHASE AND SALE AGREEMENT. 22

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

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

Seller is/ is not occupying the property. 32

I. SELLER'S DISCLOSURES: 33

* If you answer "Yes" to a question with an asterisk (*), please explain your answer and attach documents, if available and not otherwise 34
publicly recorded. If necessary, use an attached sheet. 35

	YES	NO	DON'T KNOW	
1. TITLE				36
A. Do you have legal authority to sell the property? If no, please explain.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	38
*B. Is title to the property subject to any of the following?				39
(1) First right of refusal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	40
(2) Option	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	41
(3) Lease or rental agreement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	42
(4) Life estate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	43
*C. Are there any encroachments, boundary agreements, or boundary disputes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	44
*D. Is there a private road or easement agreement for access to the property?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	45
*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 type="checkbox"/>	<input type="checkbox"/>	47
*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"/>	48
*G. Is there any study, survey project, or notice that would adversely affect the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	49
*H. Are there any pending or existing assessments against the property?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	50
*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 type="checkbox"/>	<input type="checkbox"/>	52
*J. Is there a boundary survey for the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	53
*K. Are there any covenants, conditions, or restrictions recorded against the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	54

PLEASE NOTE: Covenants, conditions, and restrictions which purport to forbid or restrict the conveyance, encumbrance, occupancy, or 55
lease of real property to individuals based on race, creed, color, sex, national origin, familial status, or disability are void, unenforceable, and 56
illegal. RCW 49.60.224. 57

SELLER'S INITIALS: RLK Date: 9-21-12 SELLER'S INITIALS: _____ Date: _____

**SELLER DISCLOSURE STATEMENT
 IMPROVED PROPERTY**

(Continued)

	YES	NO	DON'T KNOW	58
2. WATER				59
A. Household Water				60
(1) The source of water for the property is: <input checked="" type="checkbox"/> Private or publicly owned water system				61
<input type="checkbox"/> Private well serving only the subject property * <input type="checkbox"/> Other water system				62
*If shared, are there any written agreements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	63
*(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	64
*(3) Are there any problems or repairs needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	65
(4) During your ownership, has the source provided an adequate year-round supply of potable water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	66
If no, please explain: _____				67
*(5) Are there any water treatment systems for the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	68
If yes, are they: <input type="checkbox"/> Leased <input type="checkbox"/> Owned				69
*(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 type="checkbox"/>	<input type="checkbox"/>	70
(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"/>	71
*(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"/>	72
*(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	73
B. Irrigation Water				74
(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"/>	75
*(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"/>	76
*(b) If so, is the certificate available? (If yes, please attach a copy.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	77
*(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"/>	78
*(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"/>	79
If so, please identify the entity that supplies water to the property: _____				80
C. Outdoor Sprinkler System				81
(1) Is there an outdoor sprinkler system for the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	82
*(2) If yes, are there any defects in the system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	83
*(3) If yes, is the sprinkler system connected to irrigation water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	84
3. SEWER/ON-SITE SEWAGE SYSTEM				85
A. The property is served by:				86
<input type="checkbox"/> Public sewer system <input checked="" type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts)				87
<input type="checkbox"/> Other disposal system				88
Please describe: _____				89
B. If public sewer system service is available to the property, is the house connected to the sewer main?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	90
If no, please explain: _____				91
*C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	92
D. If the property is connected to an on-site sewage system:				93
*(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"/>	94
(2) When was it last pumped? _____				95
*(3) Are there any defects in the operation of the on-site sewage system?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	96
(4) When was it last inspected? _____				97
By whom: _____				98
(5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms			<input type="checkbox"/>	99

SELLER'S INITIALS: ALR Date: 9-21-12 SELLER'S INITIALS: _____ Date: _____

**SELLER DISCLOSURE STATEMENT
 IMPROVED PROPERTY**

(Continued)

	YES	NO	DON'T KNOW	
E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	112
If no, please explain:				113
*F. Have there been any changes or repairs to the on-site sewage system?	<input type="checkbox"/>	<input type="checkbox"/>	<input 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"/>	115
If no, please explain:				116
*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"/>	117
				118
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				120
				121
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).				122
				123
				124
4. STRUCTURAL				125
*A. Has the roof leaked within the last 5 years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	126
*B. Has the basement flooded or leaked?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	127
*C. Have there been any conversions, additions or remodeling?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	128
*(1) If yes, were all building permits obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	129
*(2) If yes, were all final inspections obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	130
D. Do you know the age of the house?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	131
If yes, year of original construction:				132
*E. Has there been any settling, slippage, or sliding of the property or its improvements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	133
*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"/>	134
<input type="checkbox"/> Foundations				135
<input type="checkbox"/> Decks				136
<input type="checkbox"/> Exterior Walls				137
<input type="checkbox"/> Chimneys				138
<input type="checkbox"/> Interior Walls				139
<input type="checkbox"/> Fire Alarms				140
<input type="checkbox"/> Doors				141
<input type="checkbox"/> Windows				142
<input type="checkbox"/> Patio				143
<input type="checkbox"/> Ceilings				144
<input type="checkbox"/> Slab Floors				145
<input type="checkbox"/> Driveways				146
<input type="checkbox"/> Pools				147
<input type="checkbox"/> Hot Tub				148
<input type="checkbox"/> Sauna				149
<input type="checkbox"/> Sidewalks				150
<input type="checkbox"/> Outbuildings				151
<input type="checkbox"/> Fireplaces				152
<input type="checkbox"/> Garage Floors				153
<input type="checkbox"/> Walkways				154
<input type="checkbox"/> Wood Stoves				155
<input type="checkbox"/> Siding				156
<input type="checkbox"/> Other				157
*G. Was a structural pest or "whole house" inspection done?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	158
If yes, when and by whom was the inspection completed?				159
				160
H. During your ownership, has the property had any wood destroying organism or pest infestation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	161
I. Is the attic insulated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	162
J. Is the basement insulated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	163
5. SYSTEMS AND FIXTURES				164
*A. If any of the following systems or fixtures are included with the transfer, are there any defects?				150
If yes, please explain:				151
Electrical system, including wiring, switches, outlets, and service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	152
Plumbing system, including pipes, faucets, fixtures, and toilets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	153
Hot water tank	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	154
Garbage disposal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	155
Appliances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	156
Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	157
Heating and cooling systems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	158
Security system <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	159
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	160
*B. If any of the following fixtures or property is included with the transfer, are they leased?				161
(If yes, please attach copy of lease.)				162
Security System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	163
Tanks (type):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	164
Satellite dish	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	165
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	166

SELLER'S INITIALS: ALLK Date: 9-21-12 SELLER'S INITIALS: _____ Date: _____

**SELLER DISCLOSURE STATEMENT
 IMPROVED PROPERTY**

(Continued)

	YES	NO	DON'T KNOW	
*C. Are any of the following kinds of wood burning appliances present at the property?				167
(1) Woodstove?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	168
(2) Fireplace insert?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	169
(3) Pellet stove?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	170
(4) Fireplace?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	171
If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental Protection Agency as clean burning appliances to improve air quality and public health?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	172
D. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	173
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"/>	174
F. Is the property equipped with smoke alarms?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	175
6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS				176
A. Is there a Homeowners' Association?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	177
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:				178
B. Are there regular periodic assessments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	179
\$ _____ per <input type="checkbox"/> month <input type="checkbox"/> year				180
<input type="checkbox"/> Other				181
*C. Are there any pending special assessments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	182
*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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	183
7. ENVIRONMENTAL				184
*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"/>	185
*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"/>	186
*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"/>	187
D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	188
*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"/>	189
*F. Has the property been used for commercial or industrial purposes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	190
*G. Is there any soil or groundwater contamination?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	191
*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 checked="" type="checkbox"/>	<input type="checkbox"/>	192
*I. Has the property been used as a legal or illegal dumping site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	193
*J. Has the property been used as an illegal drug manufacturing site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	194
*K. Are there any radio towers in the area that cause interference with cellular telephone reception?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	195
8. LEAD BASED PAINT (Applicable if the house was built before 1978.)				196
A. Presence of lead-based paint and/or lead-based paint hazards (check one below):				209
<input type="checkbox"/> Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).				210
<input type="checkbox"/> Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.				211
B. Records and reports available to the Seller (check one below):				212
<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).				213
<input type="checkbox"/> Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.				214
9. MANUFACTURED AND MOBILE HOMES				215
If the property includes a manufactured or mobile home,				216
*A. Did you make any alterations to the home?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	217
If yes, please describe the alterations:				218
*B. Did any previous owner make any alterations to the home?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	219
*C. If alterations were made, were permits or variances for these alterations obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	220

SELLER'S INITIALS: ALH Date: 9-21-12 SELLER'S INITIALS: _____ Date: _____

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

(Continued)

10. FULL DISCLOSURE BY SELLERS

YES NO DON'T KNOW 225
226

A. Other conditions or defects:

*Are there any other existing material defects affecting the property that a prospective buyer should know about? 227
228

B. Verification

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. 230
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Date: 9-21-12 Date: _____ 234

Seller: Anne L Knochen Seller: _____ 235

NOTICES TO THE BUYER 236

SEX OFFENDER REGISTRATION 237

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. 238
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PROXIMITY TO FARMING 241

THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN CLOSE PROXIMITY TO A FARM. THE OPERATION OF A FARM INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES, WHICH ARE PROTECTED UNDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT. 242
243
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II. BUYER'S ACKNOWLEDGEMENT 245

Buyer hereby acknowledges that: 246

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. 247
248

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. 249
250

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. 251
252

D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller. 253

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). 254
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F. If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet *Protect Your Family From Lead in Your Home*. 256

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. 257
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BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. 263
264
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DATE: _____ DATE: _____ 266

BUYER: _____ BUYER: _____ 267

BUYER'S WAIVER OF RIGHT TO REVOKE OFFER 268

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. 269
270

DATE: _____ DATE: _____ 271

BUYER: _____ BUYER: _____ 272

BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT 273

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. 274
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DATE: _____ DATE: _____ 277

BUYER: _____ BUYER: _____ 278

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). 279
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SELLER'S INITIALS: ALK Date: 9-21-12 SELLER'S INITIALS: _____ Date: _____

EXHIBIT “1”

Lot _____ The Plat of The Buttes, a PDD, Division 1, Phase 3, recorded under Pierce County Recording No. 200111165005 (together with real property described in Covenants, Conditions, and Restrictions for The Buttes recorded under Pierce County Auditor’s Recording No. 200208090773).

SITUATED IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

