

**CONDOMINIUM PURCHASE AND SALE AGREEMENT**  
Specific Terms

- 1. **Date:** \_\_\_\_\_ **MLS No.:** 1835907 **Offer Expiration Date:** \_\_\_\_\_
- 2. **Buyer:** \_\_\_\_\_  
Buyer Buyer Status
- 3. **Seller:** Beverly Homes LLC.  
Seller Seller
- 4. **Property:** Tax Parcel No(s): 01207900000200 Unit No.: \_\_\_\_\_  
Residential Condominium: Dhillon Heights Parking No.: \_\_\_\_\_ : Storage No.: \_\_\_\_\_  
4325 137th Place SW Lynnwood Snohomish WA 98087  
Address City County State Zip  
 Declaration Recording No.: 202106240754 ;  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 \_\_\_\_\_ 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. ~~**New 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:** \$ 80.00 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) 35(Inspection)

Initial

**Builders Addendum, Exhibits: A,B,C.**

Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

Buyer Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

Buyer Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Buyer E-mail Address \_\_\_\_\_

Buyer Brokerage Firm \_\_\_\_\_ MLS Office No. \_\_\_\_\_

Buyer Broker (Print) \_\_\_\_\_ MLS LAG No. \_\_\_\_\_

Firm Phone No. \_\_\_\_\_ Broker Phone No. \_\_\_\_\_ Firm Fax No. \_\_\_\_\_

Firm Document E-mail Address \_\_\_\_\_

Buyer Broker E-mail Address \_\_\_\_\_

Buyer Broker DOL License No. \_\_\_\_\_ Firm DOL License No. \_\_\_\_\_

Seller Signature \_\_\_\_\_ Date \_\_\_\_\_

Seller Signature \_\_\_\_\_ Date \_\_\_\_\_

Seller Address \_\_\_\_\_  
**Lynnwood** **WA**  
City, State, Zip \_\_\_\_\_

Seller Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Seller E-mail Address \_\_\_\_\_  
**John L. Scott Mill Creek** **1779**  
Listing Brokerage Firm \_\_\_\_\_ MLS Office No. \_\_\_\_\_  
**Bruce Lystad** **73280**  
Listing Broker (Print) \_\_\_\_\_ MLS LAG No. \_\_\_\_\_  
**(425) 743-1600** **(425) 750-7006** **(425) 948-7111**  
Firm Phone No. \_\_\_\_\_ Broker Phone No. \_\_\_\_\_ Firm Fax No. \_\_\_\_\_  
**millcreektowncenter@johnlscott.com**  
Firm Document E-mail Address \_\_\_\_\_  
**brucelystad@gmail.com**  
Listing Broker E-mail Address \_\_\_\_\_  
**22209** **24058**  
Listing Broker DOL License No. \_\_\_\_\_ Firm DOL License No. \_\_\_\_\_

**CONDOMINIUM PURCHASE AND SALE AGREEMENT**  
General Terms

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.

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

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General Terms

- 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

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

**CONDOMINIUM PURCHASE AND SALE AGREEMENT**  
General Terms

- 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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**CONDOMINIUM PURCHASE AND SALE AGREEMENT**  
General Terms

- 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.

**FINANCING ADDENDUM TO  
PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated \_\_\_\_\_ 1  
between \_\_\_\_\_ ("Buyer") 2  
Buyer Buyer  
and **Beverly Homes LLC**. ("Seller") 3  
Seller Seller  
concerning **4325 137th Place 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 **Beverly Homes LLC.** \_\_\_\_\_ ("Seller") 3  
Seller Seller  
concerning **4325 137th Place 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) **Comcast** \_\_\_\_\_;  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.** \_\_\_\_\_ 38

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

*Continued*

- 7.  **Leased Property Review Period and Assumption.** Buyer acknowledges that Seller leases the following 39  
 items of personal property that are included with the sale:  propane tank;  security system;  satellite 40  
 dish and operating equipment;  other \_\_\_\_\_ 41  
 Seller shall provide Buyer a copy of the lease for the selected items within \_\_\_\_\_ days (5 days if not filled 42  
 in) of mutual acceptance. If Buyer, in Buyer's sole discretion, does not give notice of disapproval within 43  
 \_\_\_\_\_ days (5 days if not filled in) of receipt of the lease(s) or the date that the lease(s) are due, whichever 44  
 is earlier, then this lease review period shall conclusively be deemed satisfied (waived) and at Closing, Buyer 45  
 shall assume the lease(s) for the selected item(s) and hold Seller harmless from and against any further 46  
 obligation, liability, or claim arising from the lease(s), if the lease(s) can be assumed. If Buyer gives timely 47  
 notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 48
  
- 8.  **Homeowners' Association Review Period.** If the Property is subject to a homeowners' association or any 49  
 other association, then Seller shall, at Seller's expense, provide Buyer a copy of the following documents (if 50  
 available from the Association) within  0  days (10 days if not filled in) of mutual acceptance: 51
  - a. Association rules and regulations, including, but not limited to architectural guidelines; 52
  - b. Association bylaws and covenants, conditions, and restrictions (CC&Rs); 53
  - c. Association meeting minutes from the prior two (2) years; 54
  - d. Association Board of Directors meeting minutes from the prior six (6) months; and 55
  - e. Association financial statements from the prior two (2) years and current operating budget. 56
 If Buyer, in Buyer's sole discretion, does not give notice of disapproval within  0  days (5 days if not 57  
 filled in) of receipt of the above documents or the date that the above documents are due, whichever is 58  
 earlier, then this homeowners' association review period shall conclusively be deemed satisfied (waived). If 59  
 Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be 60  
 refunded to Buyer. 61
  
- 9.  **Homeowners' Association Transfer Fee.** If there is a transfer fee imposed by the homeowners' association 62  
 or any other association (e.g. a "move-in" or "move-out" fee), the fee shall be paid by the party as provided for 63  
 in the association documents. If the association documents do not provide which party pays the fee, the fee 64  
 shall be paid by  Buyer;  Seller (Seller if not filled in). 65
  
- 10.  **Excluded Item(s).** The following item(s), that would otherwise be included in the sale of the Property, is 66  
 excluded from the sale ("Excluded Item(s)"). Seller shall repair any damage to the Property caused by the 67  
 removal of the Excluded Item(s). Excluded Item(s): 68  
 \_\_\_\_\_ 69  
 \_\_\_\_\_ 70
  
- 11.  **Home Warranty.** Buyer and Seller acknowledge that home warranty plans are available which may provide 71  
 additional protection and benefits to Buyer and Seller. Buyer shall order a one-year home warranty as follows: 72
  - a. Home warranty provider: \_\_\_\_\_ 73
  - b. Seller shall pay up to \$ \_\_\_\_\_ (\$0.00 if not filled in) of the cost for the home warranty, together 74  
 with any included options, and Buyer shall pay any balance. 75
  - c. Options to be included: \_\_\_\_\_ 76  
 \_\_\_\_\_ (none, if not filled in). 77
  - d. Other:  The Seller will provide the Buyer the HBW 2-10 Warranty at closing.  78
  
- 12.  **Other.** 79  
 \_\_\_\_\_ 80  
 \_\_\_\_\_ 81  
 \_\_\_\_\_ 82  
 \_\_\_\_\_ 83  
 \_\_\_\_\_ 84  
 \_\_\_\_\_ 85

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:

4325 137th Place 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 \_\_\_\_\_  
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

# This Addendum is Superseded by the Builders Addendum

## INSPECTION ADDENDUM TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated \_\_\_\_\_ 1  
 between \_\_\_\_\_ ("Buyer") 2  
Buyer Buyer  
 and **Beverly Homes LLC.** ("Seller") 3  
Seller Seller  
 concerning **4325 137th Place SW** **Lynnwood** **WA 98087** (the "Property"). 4  
Address City State Zip

**1. INSPECTION CONTINGENCY.** This Agreement is conditioned on Buyer's subjective satisfaction with 5  
 inspections of the Property and the improvements on the Property. Buyer's inspections may include, at Buyer's 6  
 option and without limitation, the structural, mechanical and general condition of the improvements to the 7  
 Property, compliance with building and zoning codes, an inspection of the Property for hazardous materials, a 8  
 pest inspection, and a soils/stability inspection. Buyer's general home inspection must be performed by Buyer or 9  
 a person licensed under RCW 18.280. Buyer may engage specialists (e.g. plumbers, electricians, roofers, etc.) 10  
 to conduct further inspections of the Property. 11

**a. Sewer Inspection.** Buyer's inspection of the Property  may;  may not (may, if not checked) include an 12  
 inspection of the sewer system, which may include a sewer line video inspection and assessment and may 13  
 require the inspector to remove toilets or other fixtures to access the sewer line. 14

**2. BUYER'S OBLIGATIONS.** All inspections are to be (a) ordered by Buyer, (b) performed by inspectors of Buyer's 15  
 choice, and (c) completed at Buyer's expense. Buyer shall not alter the Property or any improvements on the 16  
 Property without first obtaining Seller's permission. Buyer is solely responsible for interviewing and selecting all 17  
 inspectors. Buyer shall restore the Property and all improvements on the Property to the same condition they 18  
 were in prior to the inspection. Buyer shall be responsible for all damages resulting from any inspection of the 19  
 Property performed on Buyer's behalf. 20

**3. BUYER'S NOTICE.** This inspection contingency shall conclusively be deemed waived and Seller shall not be 21  
 obligated to make any repairs or modifications unless within \_\_\_\_\_ days (10 days if not filled in) after mutual 22  
 acceptance of this Agreement (the "Initial Inspection Period"), Buyer gives notice (a) approving the inspection and 23  
 waiving this contingency; (b) disapproving the inspection and terminating the Agreement; (c) that Buyer will conduct 24  
 additional inspections; or (d) proposing repairs to the property or modifications to the Agreement. If Buyer 25  
 disapproves the inspection and terminates the Agreement, the Earnest Money shall be refunded to Buyer. If Buyer 26  
 proposes repairs to the property or modifications to the Agreement, including adjustments to the purchase price or 27  
 credits for repairs to be performed after Closing, the parties shall negotiate as set forth in Paragraph 6, below. The 28  
 parties may use NWMLS Form 35R to give notices required by this Addendum. 29

**4. INSPECTION REPORT.** Buyer shall not provide the inspection report, or portions of the report, to Seller, unless 30  
 Seller requests otherwise or as required by Paragraph 5. 31

**a. Waiver of Contingency by Buyer.** If Buyer provides any portion of the inspection report to Seller without 32  
 Seller's prior written consent or as required by Paragraph 5, the inspection contingency shall conclusively be 33  
 deemed waived. 34

**b. Seller Consent.** The selection of either checkbox below by Seller shall not be considered a counteroffer. 35  
 Seller requests that Buyer provide the inspection report to Seller. 36  
 If Buyer requests repairs or modifications to the Agreement, Seller requests that Buyer provide to Seller 37  
 only the portions of the inspection report related to the requested repairs or modifications to the 38  
 Agreement. 39

**5. ADDITIONAL TIME FOR INSPECTIONS.** If an inspector so recommends, Buyer shall have additional time to 40  
 obtain further evaluation of any item by a specialist at Buyer's option and expense if, on or before the end of the 41  
 Initial Inspection Period, Buyer provides Seller a copy of the inspector's recommendation and notice that Buyer 42  
 will seek additional inspections. If Buyer gives timely notice of additional inspections, Buyer shall have 43  
 \_\_\_\_\_ (5 days if not filled in) after giving the notice to obtain the additional inspection(s) as recommended 44  
 by the inspector. 45

\_\_\_\_\_  
 Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

**INSPECTION ADDENDUM  
TO PURCHASE AND SALE AGREEMENT**

*Continued*

**6. BUYER'S REQUESTS FOR REPAIRS OR MODIFICATIONS.** If Buyer requests repairs or modifications pursuant to Paragraph 3, the parties shall negotiate as set forth in this Paragraph 6. Buyer's initial request and Seller's response made in accordance with the following procedures are irrevocable for the time period provided.

**a. Seller's Response to Request for Repairs or Modifications.** Seller shall have \_\_\_\_\_ days (3 days if not filled in) after receipt of Buyer's request for repairs or modifications to give notice that Seller (i) agrees to the repairs or modifications proposed by Buyer; (ii) agrees to some of the repairs or modifications proposed by Buyer; (iii) rejects all repairs or modifications proposed by Buyer; or (iv) offers different or additional repairs or modifications. If Seller agrees to the terms of Buyer's request for repairs or modifications, this contingency shall be satisfied and Buyer's Reply shall not be necessary. If Seller does not agree to all of Buyer's repairs or modifications, Buyer shall have an opportunity to reply, as follows:

**b. Buyer's Reply.** If Seller does not agree to all of the repairs or modifications proposed by Buyer, Buyer shall have \_\_\_\_\_ days (3 days if not filled in) from either the day Buyer receives Seller's response or, if Seller fails to timely respond, the day Seller's response period ends, whichever is earlier, to (i) accept the Seller's response at which time this contingency shall be satisfied; (ii) agree with the Seller on other remedies; or (iii) disapprove the inspection and terminate the Agreement, in which event, the Earnest Money shall be refunded to Buyer.

**ATTENTION BUYER:** These time periods for negotiating repairs or modifications shall not repeat. The parties must either reach a written agreement or Buyer must terminate this Agreement by the Buyer's Reply deadline set forth in Paragraph 6(b). Buyer's inaction during Buyer's reply period shall result in waiver of this inspection condition, in which case Seller shall not be obligated to make any repairs or modifications whatsoever and this contingency shall be deemed waived.

**7. REPAIRS.** If Seller agrees to make the repairs proposed by Buyer, then repairs shall be accomplished at Seller's expense in a commercially reasonable manner and in accordance with all applicable laws no fewer than \_\_\_\_\_ days (3 days if not filled in) prior to the Closing Date. In the case of hazardous materials, "repair" means removal or treatment (including but not limited to removal or, at Seller's option, decommissioning of any oil storage tanks) of the hazardous material at Seller's expense as recommended by and under the direction of a professional selected by Seller. Seller's repairs are subject to re-inspection and approval, prior to Closing, by the inspector who recommended the repair, if Buyer elects to order and pay for such re-inspection. If Buyer agrees to pay for any repairs prior to Closing, the parties are advised to seek the counsel of an attorney to review the terms of that agreement.

**8. OIL STORAGE TANKS.** Any inspection regarding oil storage tanks or contamination from such tanks shall be limited solely to determining the presence or non-presence of oil storage tanks on the Property, unless otherwise agreed in writing by Buyer and Seller.

**9. ON-SITE SEWAGE DISPOSAL SYSTEMS ADVISORY.** Buyer is advised that on-site sewage disposal systems, including "septic systems," are subject to strict governmental regulation and occasional malfunction and even failure. Buyer is advised to consider conducting an inspection of any on-site sewage system in addition to the inspection of the Property provided by this Form 35 by including an appropriate on-site sewage disposal inspection contingency such as NWMLS Form 22S (Septic Addendum).

**10.  NEIGHBORHOOD REVIEW CONTINGENCY.** If the box is checked, Buyer's inspection includes Buyer's subjective satisfaction that the conditions of the neighborhood in which the Property is located are consistent with the Buyer's intended use of the Property (the "Neighborhood Review"). The Neighborhood Review may include Buyer's investigation of the schools, proximity to bus lines, availability of shopping, traffic patterns, noise, parking and investigation of other neighborhood, environmental and safety conditions the Buyer may determine to be relevant in deciding to purchase the Property. If Buyer does not give notice of disapproval of the Neighborhood Review within \_\_\_\_\_ (3 days if not filled in) of mutual acceptance of the Agreement, then this Neighborhood Review condition shall conclusively be deemed satisfied (waived). If Buyer gives a timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

## BUILDER'S ADDENDUM TO PURCHASE AGREEMENT

The following is part of the Purchase Agreement dated \_\_\_\_\_ (the "Agreement") between the BEVERLY HOMES LLC, a Washington limited liability company ("Seller") and \_\_\_\_\_ ("Buyer") for property located at 4325 137th PL SW, Lynnwood, WA 98087: (the "Property").

IT IS AGREED between Seller and Buyer as follows:

1. Buyer's Inspection. Buyer's inspection shall be performed and any requests for action by the Seller must be presented to the Listing Agent at least 4 days prior to the "CUSTOMER ORIENTATION MEETING." If the 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 addressed within 30 days after closing. The completion of items related to corrective action (from either Buyer's inspection or the Customer Orientation Meeting) shall not affect or delay closing of this transaction.
2. Customer Orientation Meeting. Prior to closing, a meeting shall be scheduled (within normal business hours) between Buyer and Seller or Seller's representative (the "Customer Orientation Meeting."). 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 Section 1) any independent inspection performed on behalf of Buyer shall be reviewed in connection with the Customer Orientation Meeting.
3. 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 and Seller that closing has been accomplished.
4. Certificate of Occupancy Contingency. This Agreement is conditioned upon the issuance of a certificate of occupancy prior to Closing by governing authorities, certifying the Property and its improvements meet or exceed current laws or codes.

Seller's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_

5. Snohomish County Sewer Capacity Charge. New sewer connections within Snohomish County service areas are subject to a capacity charge, which is charged monthly. Buyer or subsequent owners of this Property shall be responsible for this capacity charge after Closing until it is paid in full. Capacity charge bills are sent to new residential customers about six (6) months after sewage service begins. Buyer may call (206) 296-1450 for more information.
6. Closing Date. If Seller has not obtained a Certificate of Occupancy for the Property prior to the Closing Date for any reason, Seller may extend the Closing Date for up to one hundred twenty (120) days.
7. Public Offering Statement. Buyer acknowledges that Buyer has received a copy of the Public Offering Statement.
8. 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. If the home is not yet complete upon mutual acceptance, 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. Buyers acknowledge that the information on the plans and renderings represent only an approximation of the scale and dimensions designated therein. The home will be built substantially similar to the plan.

Insulation Values per FTC Regulations:

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

9. Limitation of Warranties.
  - A. One Year Limited Warranty. Seller will provide Buyer with a One-Year Limited Warranty effective at Closing.
  - B. 2-10 HBW Warranty (Yrs 2-10). Seller shall provide Buyer, at Seller’s expense, a Limited Warranty Agreement for the years two through ten following Closing (2-10 HBW Structural Warranty”). Buyer acknowledges that Buyer has received and reviewed a sample of the 2-10 HBW Warranty Booklet. Buyer has had an opportunity to seek and obtain the aid of legal and financial advisors as deemed as appropriate by Buyer. **Except as**

Seller’s Initials \_\_\_\_\_ Buyer’s Initials \_\_\_\_\_ Buyer’s Initials \_\_\_\_\_



**required by Washington law and expressly stated in the One Year Limited Warranty and 2-10 HBW Structural Warranty (“Seller’s Warranties”), Seller makes no express or implied warranties.** Buyer acknowledges it has accepted Seller’s Warranties.

C. Buyer Acknowledgment. Buyer acknowledges and agrees that Seller has made no representations and provided no warranties than those set forth in Seller’s Warranties. There are no other agreements, representations or warranties, expressed or implied, that have been made part of the Agreement. All other express or implied warranties, including any oral or written statements or representations made by the Seller, or any other person, and any implied warranty of habitability, merchantability or fitness, are hereby disclaimed by the Seller and are hereby waived by the Buyer. In addition, Buyer waives the right to seek damages or other legal or equitable remedies from Seller, Seller’s contractors, agents, vendors, suppliers, and design professionals, under any common law or statutory theory of liability, including but not limited to negligence and strict liability. The only remedy of Buyer in the event of a defect in or to the home or in the or to the real property on which the home is situated is the coverage provided under the Seller’s Warranties. Buyer agrees that all requests for warranty performance must be made in writing as set forth in the Seller’s Warranties. This waiver shall not be applicable to any express written warranty issued by the manufacturer of any appliance that is included with the home. Buyer acknowledges this limitation of remedy is integral to Seller’s acceptance of the terms of this Agreement and Seller would not have accepted this Agreement without Buyer’s agreement as set forth herein. The disclaimer and limitation of warranties as set forth herein is in lieu of any right, claim, or liability founded in law or equity, including without limitation damages or injuries of any kind whether they be to property or person, direct, incidental or consequential, arising out of all aspects of the Agreement. This limitation in remedy is binding on the Buyer, the Buyer’s heirs, legal representatives, successors and/or assignees.

Seller’s Initials \_\_\_\_\_

Buyer’s Initials \_\_\_\_\_

10. Maintenance. Buyer agrees to comply with and perform any and all maintenance recommendations provided by any manufacturer, and any and all maintenance obligations provided to Buyer in connection with the sale of the Property. Buyer acknowledges and agrees in the event Buyer fails to perform such ongoing maintenance, Buyer waives and releases Seller from any damage, loss, personal injury, claim or defect which was in whole or part caused by, resulted from, or otherwise arose from Buyer’s failure to perform such ongoing maintenance.

Seller’s Initials \_\_\_\_\_

Buyer’s Initials \_\_\_\_\_

Buyer’s Initials \_\_\_\_\_

Seller's Initials \_\_\_\_\_

Buyer's Initials \_\_\_\_\_

11. Mediation. All disputes, except for disputes arising under the 2-10 HBW Warranty, shall be subject to the mediation/arbitration provisions in this Addendum. For disputes that are not resolved by the parties within ten (10) days after either party gives notice to the other of its desire to mediate the dispute, the parties shall submit the question to mediation before a mutually selected mediator with at least ten years real estate experience, which mediation shall be confidential, undertaken in good faith by the parties, but non-binding. The parties shall share the costs of the fees of the mediator equally. Mediation shall be held within forty-five (45) days after the party requests mediation in writing of the other. In the event the parties are unable to agree upon the mediator, the Presiding Judge of the Superior Court for Snohomish County, Washington shall appoint the mediator.
  
12. Arbitration. In the event the parties are unable to resolve their dispute via mediation, as provided in section 11, all unresolved matters shall be fully and finally resolved by binding arbitration as follows:
  - (a) The arbitrator shall be a mutually-selected arbitrator with at least ten years real estate experience. If the parties cannot agree upon the arbitrator, then the arbitrator shall be from JDR, LLC but shall be someone other than the mediator; provided however, if the presiding Judge of the King County Superior Court selected the mediator, then the said presiding Judge shall select the arbitrator;
  - (b) The arbitrator's costs and fees shall be paid equally by the parties;
  - (c) The arbitrator shall enter a discovery order, which order shall allow each party reasonable discovery regarding all matters at issue in accordance with Washington State Superior Court rules 26 through 37;
  - (d) Arbitration shall be conducted in the offices of JDR, LLC, or the offices of the successor arbitrator, at a mutually convenient time, no later than forty-five (45) days following the conclusion of the mediation. The arbitrator may issue subpoenas for attendance in accordance with RCW 7.04.110;
  - (e) The decision of the arbitrator shall be final, binding and enforceable in accordance with RCW 7.04, and;
  - (f) The prevailing party shall be entitled to recover from the other its actual reasonable attorney fees incurred therein and costs of arbitration, except as provided in section 12(b).
  
13. NOTICE REGARDING LITIGATION. CHAPTER 64.50 RCW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST THE

Seller's Initials \_\_\_\_\_

Buyer's Initials \_\_\_\_\_

Buyer's Initials \_\_\_\_\_

SELLER OR BUILDER OF YOUR HOME. FORTY-FIVE DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO THE SELLER OR BUILDER A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE YOUR SELLER OR BUILDER THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE BUILDER OR SELLER. THERE ARE STRICT DEADLIENS AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT.

- 14. Survival of Provisions. The following provisions of this Builder’s Addendum shall survive closing: 8, 9, 10,11, 12.
- 15. Facsimile/Email Transmission. Facsimile transmission or email transmission of any signed original document, and retransmission of any signed facsimile transmission or email transmission, shall be the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will confirm facsimile or email transmitted signatures by signing an original document.
- 16. Counterparts. This Builder’s Addendum may be executed in any number of counterparts required by the convenience of the parties, each of which shall be of equal force and affect with any other but shall together constitute only one Builder’s Addendum.
- 17. Conflict. In the event of any conflict between this Builder’s Addendum and the Agreement, this Builder’s Addendum shall control.

All other terms and conditions of said Agreement remain unchanged.

**SELLER:**

BEVERLY HOMES LLC,  
a Washington Limited Liability Company

\_\_\_\_\_  
Sarbjit K. Dhillon, Member/Manager  
Date: \_\_\_\_\_

Seller’s Initials \_\_\_\_\_ Buyer’s Initials \_\_\_\_\_ Buyer’s Initials \_\_\_\_\_

**BUYER:**

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

Seller's Initials \_\_\_\_\_

Buyer's Initials \_\_\_\_\_

Buyer's Initials \_\_\_\_\_

**Beverly Homes LLC**  
**ONE-YEAR LIMITED WARRANTY**

Except as provided herein, **Beverly Homes LLC** warrants that the home located at 4325 137th PL SW, Lynnwood, WA 98087 to be free from material defects in workmanship or materials in the components specified hereinafter under normal use and service as a residence for a period of one year from the date of Closing, or occupancy by the first owner, whichever comes first. The limited warranty relates exclusively to the following components of the home:

**COVERED FOR ONE YEAR:**

1. Roof
  - The roof and flashings will be free from leaks.
  - **Exclusion:** The warranty does not cover shingles or roof tiles. The manufacturer provides a warranty. Damage caused by high winds, walking on roof, or falling objects are not warranted.
2. Plumbing
  - The plumbing system, including all pipes and fittings, will be free from defects in material and workmanship.
  - **Exclusion:** This warranty does not cover the water heater, or any other part of the plumbing system that is not part of the structural component of the house or those components warranted by its manufacturer. This warranty does not cover damage due to freezing. Any obstructions of waste pipes from waste put into the system by homeowners will be the responsibility of the homeowners.
3. Windows and Doors
  - Windows and doors will remain operable (open and close) and locks should perform as designed. Moisture between the glass panes will be covered by the manufacturer's warranty.
  - **Exclusion:** The stain or paint on doors will fade after exposure to sun and weather. Re-staining or repainting is the responsibility of the homeowners, even if needed within the first year of occupancy.
4. Electrical System
  - The electrical system, including wiring, connections and boxes, will be free from defects in material and workmanship.
  - **Exclusion:** Any loss associated with a refrigerator or freezer being plugged into a GCFI outlet. Any damage to the electrical system or appliances due to power surges.
5. Heating system
  - The heating system will be free from defects in material and workmanship.
  - **Exclusion:** The warranty does not cover heating all rooms in the home to the exact same temperature.
6. House Drainage System

Seller's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_

- All water from gutters will be connected to an approved drainage system and will be functioning at the time of occupancy.
  - **Exclusion:** Damage or overflow of gutters caused by not keeping gutters and downspouts free of debris.
7. Siding
- Open joints in excess of 3/4 of an inch will be re-caulked.
  - **Exclusion:** All other warranty issues will be handled through the manufacturer.
8. Non-foundation Concrete Work (walkways, patio, porch)
- The non-foundation concrete work will be free from material defects if used under normal use.
  - **Exclusion:** The warranty does not cover concrete cracks or other settlement if the cracks/settlement are non-hazardous.
9. Drywall
- Drywall is warranted to be free from defects in material and workmanship.
  - **Exclusion:** Drywall cracks of non-structural natures that are less than 1/8 of an inch are not covered by this warranty.
10. Structural Components (Foundation and Framing)
- This warranty covers actual physical damage to the below designated load bearing portions of the residence only to the extent the home becomes unsafe, unsanitary, or otherwise unlivable.
    - Foundation system
    - Beams
    - Columns
    - Walls and partitions
    - Floor systems
    - Roof framing systems (rafters or trusses)

**Other General Exclusions:**

- **Acts of God:** Loss or damage caused by or resulting from acts of god, such as small and large earth tremors, unusually high winds, floods, freezing damage to pipes, and insect infestation, is not covered.
- **Appliances and Consumer Goods:** Any appliance or piece of equipment or other items that are consumer products. The only warranties on such goods are ones that the manufacturer provides.
- **Failure to Perform Needed Maintenance.**
- **Mold:**Mold, mildew, moss and fungi are inevitable in the Pacific Northwest. This warranty does not warrant against mold, mildew, moss, and fungi. (Good housekeeping home maintenance practices can minimize moisture in the home, and are essential in the effort to prevent or eliminate mold growth).

Seller's Initials \_\_\_\_\_

Buyer's Initials \_\_\_\_\_

Buyer's Initials \_\_\_\_\_

- **Wood:** Wood will sometimes check, crack, or "spread apart" because of the drying out process. This condition is most often caused by the heat inside the house or the exposure to the sun on the outside of the house. This condition is considered normal, and the homeowner is responsible for any maintenance or repairs resulting from it.
- **Consequential Damage:** This warranty does not cover incidental or consequential damage caused by a defect in material or workmanship covered by the limited warranty. For example, if your home develops a plumbing leak, and water damages the furniture, the furniture would not be covered (homeowners should check coverage under their homeowners insurance).

This limited warranty is exclusive and is in lieu of any other warranty, expressed or implied, with regard to all aspects of the home, the landscaping, garage, utilities, non-structural retaining walls, and other improvements on the real property on which the home is located, including warranties on merchantability and warranties of habitability. All non-contractual liabilities including product liability based upon negligence or strict liability are expressly disclaimed. Any form of liability for direct, special, consequential or incidental damages or loss are expressly excluded and denied. Except as specifically provided herein, the completed home is sold as is, as built.

**SEND WRITTEN NOTICE OF WARRANTY CLAIMS TO:**

Beverly Homes LLC  
13050 48<sup>th</sup> Ave S.  
Tukwila, WA 98168

In the event of an emergency, please call 206-786-9624 or emailwadhillion@gmail.com.

Seller's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_



EXHIBIT "A" - LEGAL DESCRIPTION

BEVERLY PARK HOMES

UNIT **B**, BEVERLY PARK HOMES A CONDOMINIUM, ACCORDING TO THE SURVEY MAP AND PLANS RECORDED UNDER AUDITOR'S FILE NUMBER 202106245012 AND ACCORDING TO THE DECLARATION RECORDED UNDER AUDITOR'S FILE NUMBER 202106240754, AND ANY AMENDMENTS THERETO, RECORDS OF SNOHOMISH COUNTY WASHINGTON.

ALL SITUATE IN THE COUNTY OF SNOHOMISH STATE OF WASHINGTON

\_\_\_\_\_

Buyer 1

\_\_\_\_\_

Date

\_\_\_\_\_

Buyer 2

\_\_\_\_\_

Date





**EXHIBIT "B" - BUYER ACKNOWLEDGMENT**

In connection with the purchase of Unit **B** in Beverly Park Homes, a Condominium, the Selling Agent certifies delivery of, and the undersigned Purchaser(s) acknowledges receipt of and approval of the documents available for download at:

<http://www.DhillonHeightsOffer.com>

BUYER 1 INITIALS	BUYER 2 INITIALS	Description	"File Name"
		Public Offering Statement	"01 Public Offering Statement 8-13-21.pdf"
		CC&Rs and Declaration of Condominium	"02 CC&Rs and Declaration of Condominium.pdf"
		Certificate, Articles of Incorporation	"03 Certificate and Articles of Incorporation.pdf"
		HOA Bylaws	"04 Bylaws.pdf"
		HOA Budget Details	"05 Budget Analysis.pdf"
		Recorded Plat Map	"06 Recorded Survey Map.pdf"

Purchaser and Selling Agent further acknowledge that Selling Agent neither has authority to make, nor has made, any representations or promises on behalf of the seller.

\_\_\_\_\_  
Buyer 1

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer 2

\_\_\_\_\_  
Date


\_\_\_\_\_  
Selling Agent

\_\_\_\_\_  
Date



## EXHIBIT "C" - LAW OF REAL ESTATE AGENCY

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 1

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer 2

\_\_\_\_\_  
Date

**SELLER DISCLOSURE STATEMENT  
IMPROVED PROPERTY**

**SELLER:** Beverly Homes, 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 4329,4325,4321,4317,4314 137th PL SW, 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.

	YES	NO	DON'T KNOW	N/A	
<b>1. TITLE</b>					
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"/>	39
*B. Is title to the property subject to any of the following?					40
(1) First right of refusal .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	41
(2) Option .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	42
(3) Lease or rental agreement .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	43
(4) Life estate? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	44
*C. Are there any encroachments, boundary agreements, or boundary disputes? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	45
*D. Is there a private road or easement agreement for access to the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	46
*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 checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>	49
*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"/>	50
*H. Are there any pending or existing assessments against the property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	51

SELLER'S INITIALS \_\_\_\_\_ Date \_\_\_\_\_

MM 8/11/21  
SELLER'S INITIALS Date

**SELLER DISCLOSURE STATEMENT  
IMPROVED PROPERTY**

(Continued)

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ALL RIGHTS RESERVED

- \*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling? .....  YES  NO  DON'T KNOW  N/A 52-55
- \*J. Is there a boundary survey for the property? .....  YES  NO  DON'T KNOW  N/A 56
- \*K. Are there any covenants, conditions, or restrictions recorded against the property? .....  YES  NO  DON'T KNOW  N/A 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.

**2. WATER**

**A. Household Water**

- (1) The source of water for the property is:  Private or publicly owned water system  Private well serving only the subject property \* Other water system  
If shared, are there any written agreements? .....  YES  NO  DON'T KNOW  N/A 62-66
- \*(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source? .....  YES  NO  DON'T KNOW  N/A 67-68
- \*(3) Are there any problems or repairs needed? .....  YES  NO  DON'T KNOW  N/A 69
- (4) During your ownership, has the source provided an adequate year-round supply of potable water? .. YES  NO  DON'T KNOW  N/A 70  
If no, please explain: \_\_\_\_\_ 71
- \*(5) Are there any water treatment systems for the property? .....  YES  NO  DON'T KNOW  N/A 72  
If yes, are they:  Leased  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? .....  YES  NO  DON'T KNOW  N/A 74-75  
(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?  YES  NO  DON'T KNOW  N/A 76  
(b) If yes, has all or any portion of the water right not been used for five or more successive years?  YES  NO  DON'T KNOW  N/A 77
- \*(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)? .....  YES  NO  DON'T KNOW  N/A 78

**B. Irrigation Water**

- (1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? .....  YES  NO  DON'T KNOW  N/A 79-81  
\*(a) If yes, has all or any portion of the water right not been used for five or more successive years? .....  YES  NO  DON'T KNOW  N/A 82-83  
\*(b) If so, is the certificate available? (If yes, please attach a copy.) .....  YES  NO  DON'T KNOW  N/A 84  
\*(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? ... YES  NO  DON'T KNOW  N/A 85
- \*(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? .... YES  NO  DON'T KNOW  N/A 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? .....  YES  NO  DON'T KNOW  N/A 89-90
- \*(2) If yes, are there any defects in the system? .....  YES  NO  DON'T KNOW  N/A 91
- \*(3) If yes, is the sprinkler system connected to irrigation water? .....  YES  NO  DON'T KNOW  N/A 92

**3. SEWER/ON-SITE SEWAGE SYSTEM**

**A. The property is served by:**

- Public sewer system  On-site sewage system (including pipes, tanks, drainfields, and all other component parts) 93-94
- Other disposal system 95

Please describe: public sewer water & sewer 96-97

SELLER'S INITIALS

Date

mm  
SELLER'S INITIALS

Date

8/10/21

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- |  | YES                                       | NO   | DON'T KNOW                          | N/A                                 |     |
|--|---|--|-------------------------------------|-------------------------------------|-----|
| 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"/>            | 98  |
| If no, please explain: _____   |   |  |                                     |                                     | 99  |
|  |   |  |                                     |                                     | 100 |
|  |   |  |                                     |                                     | 101 |
| *C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service? .....   | <input type="checkbox"/>                  | <input type="checkbox"/>                   | <input checked="" 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 checked="" type="checkbox"/>       | <input type="checkbox"/>                   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | 105 |
| (2) When was it last pumped? _____   |   |  |                                     |                                     | 106 |
| *(3) Are there any defects in the operation of the on-site sewage system? .....  | <input type="checkbox"/>                  | <input checked="" type="checkbox"/>        | <input type="checkbox"/>            | <input type="checkbox"/>            | 107 |
| (4) When was it last inspected? _____  |   |  |                                     |                                     | 108 |
| By whom: _____   |   |  |                                     | <input checked="" type="checkbox"/> | 109 |
| (5) For how many bedrooms was the on-site sewage system approved? <u>5</u> bedrooms  |   |  |                                     | <input checked="" type="checkbox"/> | 110 |
| 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"/>            | <input checked="" type="checkbox"/> | 111 |
| If no, please explain: _____   |   |  |                                     |                                     | 112 |
|  |   |  |                                     |                                     | 113 |
|  |   |  |                                     |                                     | 114 |
| *F. Have there been any changes or repairs to the on-site sewage system? .....   | <input type="checkbox"/>                  | <input checked="" type="checkbox"/>        | <input type="checkbox"/>            | <input type="checkbox"/>            | 115 |
| G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? .....   | <input type="checkbox"/>                  | <input checked="" type="checkbox"/>        | <input type="checkbox"/>            | <input type="checkbox"/>            | 116 |
| If no, please explain: _____   |   |  |                                     |                                     | 117 |
|  |   |  |                                     |                                     | 118 |
| *H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year? .....   | <input type="checkbox"/>                  | <input type="checkbox"/>                   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 119 |
|  |   |  |                                     |                                     | 120 |
| NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUESTIONS LISTED IN ITEM 4 (STRUCTURAL) OR ITEM 5 (SYSTEMS AND FIXTURES). |   |  |                                     |                                     | 121 |
|  |   |  |                                     |                                     | 122 |
|  |   |  |                                     |                                     | 123 |
| <b>4. STRUCTURAL</b>   |   |  |                                     |                                     | 124 |
| *A. Has the roof leaked within the last 5 years? .....   | <input type="checkbox"/>                  | <input type="checkbox"/>                   | <input type="checkbox"/>            | <input type="checkbox"/>            | 125 |
| *B. Has the basement flooded or leaked? .....  | <input type="checkbox"/>                  | <input type="checkbox"/>                   | <input type="checkbox"/>            | <input type="checkbox"/>            | 126 |
| *C. Have there been any conversions, additions or remodeling? .....  | <input type="checkbox"/>                  | <input type="checkbox"/>                   | <input type="checkbox"/>            | <input type="checkbox"/>            | 127 |
| *(1) If yes, were all building permits obtained? .....   | <input type="checkbox"/>                  | <input type="checkbox"/>                   | <input type="checkbox"/>            | <input type="checkbox"/>            | 128 |
| *(2) If yes, were all final inspections obtained? .....  | <input type="checkbox"/>                  | <input type="checkbox"/>                   | <input type="checkbox"/>            | <input type="checkbox"/>            | 129 |
| D. Do you know the age of the house? .....   | <input type="checkbox"/>                  | <input type="checkbox"/>                   | <input type="checkbox"/>            | <input type="checkbox"/>            | 130 |
| If yes, year of original construction: _____   |   |  |                                     |                                     | 131 |
| *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"/>            | 132 |
| *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"/>            | 133 |
| <input type="checkbox"/> Foundations   | <input type="checkbox"/> Decks            | <input type="checkbox"/> Exterior Walls    |                                     |                                     | 134 |
| <input type="checkbox"/> Chimneys  | <input type="checkbox"/> Interior Walls   | <input type="checkbox"/> Fire Alarms       |                                     |                                     | 135 |
| <input type="checkbox"/> Doors   | <input type="checkbox"/> Windows          | <input type="checkbox"/> Patio             |                                     |                                     | 136 |
| <input type="checkbox"/> Ceilings  | <input type="checkbox"/> Slab Floors      | <input type="checkbox"/> Driveways         |                                     |                                     | 137 |
| <input type="checkbox"/> Pools   | <input type="checkbox"/> Hot Tub          | <input type="checkbox"/> Sauna             |                                     |                                     | 138 |
| <input type="checkbox"/> Sidewalks   | <input type="checkbox"/> Outbuildings     | <input type="checkbox"/> Fireplaces        |                                     |                                     | 139 |
| <input type="checkbox"/> Garage Floors   | <input type="checkbox"/> Walkways         | <input type="checkbox"/> Siding            |                                     |                                     | 140 |
| <input type="checkbox"/> Wood Stoves   | <input type="checkbox"/> Elevators        | <input type="checkbox"/> Incline Elevators |                                     |                                     | 141 |
| <input type="checkbox"/> Stairway Chair Lifts  | <input type="checkbox"/> Wheelchair Lifts | <input type="checkbox"/> Other _____       |                                     |                                     | 142 |
| *G. Was a structural pest or "whole house" inspection done? .....  | <input type="checkbox"/>                  | <input type="checkbox"/>                   | <input type="checkbox"/>            | <input type="checkbox"/>            | 143 |
| If yes, when and by whom was the inspection completed? .....   |   |  |                                     |                                     | 144 |
| _____  |   |  |                                     |                                     | 145 |
| 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"/>            | 146 |
| I. Is the attic insulated? .....   | <input type="checkbox"/>                  | <input type="checkbox"/>                   | <input type="checkbox"/>            | <input type="checkbox"/>            | 147 |
| J. Is the basement insulated? .....  | <input type="checkbox"/>                  | <input type="checkbox"/>                   | <input type="checkbox"/>            | <input type="checkbox"/>            | 148 |

SELLER'S INITIALS \_\_\_\_\_ Date \_\_\_\_\_

MD SELLER'S INITIALS \_\_\_\_\_

8/10/21 Date \_\_\_\_\_

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**5. SYSTEMS AND FIXTURES**

YES NO DON'T KNOW N/A 149

\*A. If any of the following systems or fixtures are included with the transfer, are there any defects?  
If yes, please explain: \_\_\_\_\_

- Electrical system, including wiring, switches, outlets, and service .....     153
- Plumbing system, including pipes, faucets, fixtures, and toilets .....     154
- Hot water tank .....     155
- Garbage disposal .....     156
- Appliances .....     157
- Sump pump .....     158
- Heating and cooling systems .....     159
- Security system:  Owned  Leased .....     160
- Other \_\_\_\_\_     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.)

- Security System: \_\_\_\_\_     164
- Tanks (type): \_\_\_\_\_     165
- Satellite dish: \_\_\_\_\_     166
- Other: \_\_\_\_\_     167

\*C. Are any of the following kinds of wood burning appliances present at the property?

- (1) Woodstove? .....     168
- (2) Fireplace insert? .....     169
- (3) Pellet stove? .....     170
- (4) Fireplace? .....     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? .....     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? .....     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.) .....     175
- F. Is the property equipped with smoke detection devices? .....     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

**6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS**

- A. Is there a Homeowners' Association? .....     182
- 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: \_\_\_\_\_ 183
- B. Are there regular periodic assessments? .....     184
- \$ 80.00 per  month  year 185
- Other: \_\_\_\_\_ 186
- \*C. Are there any pending special assessments? .....     187
- \*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)? .....     188

**7. ENVIRONMENTAL**

- \*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property? .....     194
- \*B. Does any part of the property contain fill dirt, waste, or other fill material? .....     195
- \*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides? .....     196
- D. Are there any shorelines, wetlands, floodplains, or critical areas on the property? .....     197
- \*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? .....     198
- \*F. Has the property been used for commercial or industrial purposes? .....     199

SELLER'S INITIALS \_\_\_\_\_ Date \_\_\_\_\_

mm 8/30/21  
SELLER'S INITIALS \_\_\_\_\_ Date \_\_\_\_\_



**SELLER DISCLOSURE STATEMENT  
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**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.

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**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.

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**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.

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**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*.

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DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

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

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\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Buyer Date

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**2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER**

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

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\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Buyer Date

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

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

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Buyer Date

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SELLER'S INITIALS Date

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SELLER'S INITIALS Date

*8/19/21*  
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