



THE RUSH CUSTOMER EXPERIENCE
Building an Exceptional Future, Together.

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

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

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

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

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

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

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

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

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

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

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

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

Anytime you have questions on your home, we must ask that they are communicated in writing through your Real Estate Agent, or our Design Consultant when you questions pertain to your design choices.

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

Sincerely,

Scott Walker, VP of Rush Residential



CALDWELL CREST PURCHASE & SALE CHECK- LIST
Building an Exceptional Future, Together.

Buyer Name: _____

Address: _____

MLS #: _____ Lot #: _____

PLEASE DO NOT INCLUDE FORM 22K - UTILITIES, FORM 26 - PRESALE ADDENDUM OR FOR 35 - INSPECTION. All of this is covered in the Caldwell Crest Purchase Addendum.

Please use the following forms:

- One Page Caldwell Crest Purchase Form/ Buyer Information Form*
Purchase & Sale Agreement Form 21
Financing Addendum* or Evidence of Funds for Cash Buyers (Form 22EF) Form 22A
Optional Clauses* Form 22D
Legal Description*
Caldwell Crest Purchase Addendum*
The Rush Customer Experience*
Personalizing your Home/Addendum A*
Notice to Buyers/Addendum B – Visiting Your Home*
Copy of Home Plan initialed*
Copy of Plat Map initialed*
Initialed Standard Features included with PSA*
Initialed Upgrade flyer included with PSA (only needed for houses under construction, not presales)*
Copy of Earnest Money Check (made payable to First American)
Pre-approval Letter (if using a different lender than preferred lender OnQ)
Pre-approval Letter from On Q Financial
Form 17

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



Lot #: _____

CALDWELL CREST PURCHASE FORM
Building an Exceptional Future, Together.

BUYER INFORMATION

Buyer(s): _____

Current Address: _____

Contact Numbers: Cell: _____ Other: _____

Buyer(s) Email: _____

Selling Agent: _____ Selling Office: _____

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

Selling Agent Email: _____

SALE DETAILS

NWMLS #: _____

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

Base List: _____ Total Upgrades/Premiums: _____

TOTAL OFFER PRICE: _____

Earnest Money Deposit - PLEASE CIRCLE: \$6,000.00 (under construction) OR \$10,000.00 (Presale)

*Please make out Earnest Money Check to First American Title

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

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

FINANCING INFORMATION

Buyer Qualified with Preferred Lender?* Yes No

Lender Name: _____ Buyer Prequalified: Yes No

Loan Officer: _____ Office Phone: _____ Cell: _____

Email: _____

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

*Buyer must pre-qualify with Dawn James at On Q Financial within 3 days of Mutual Acceptance of this offer.
Please call 253-988-0425 or email dawn.james@onqfinancial.com.

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

Please submit this form to Gary Hendrickson at garyh@gh1team.com.

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



Building an Exceptional Future, Together.

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

5 IT AS AGREED BETWEEN BUYER AND SELLER AS FOLLOWS:

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

10 Closing Agent shall be First American Title Company, 5410 32nd Ave NW, Suite 107, Gig
11 Harbor, WA 98335. Office # 253-857-8411. Seller receives a Builder's
12 discount rate on the escrow fee, which does not affect Buyer's normal competitive rate.

13 A Standard Title Insurance Policy shall be ordered through First American Title Company.
14 This offer IS or IS NOT, contingent upon the sale of the Buyers home.

15 This home is: (Check One)

16 To Be Constructed (Pre-Sale): The Standard Features Exhibit is hereby attached and
17 incorporated into this agreement as Exhibit A-1. Options and upgrades may be selected during
18 this phase.

19 Under Construction: The Standard Features Exhibit is attached and incorporated into this
20 agreement as Exhibit A-1. Some options and upgrades not already ordered, may be selected
21 during this phase.

22 Complete: It is offered AS IS. Buyer confirms that installed features and options are
23 Satisfactory. The Standard Features Exhibit is attached for information only.

24 Buyer confirms receipt of the following:

25 Covenants, Codes and Restrictions (CC&R's)

26 Home Buyers Warranty 2-10

27 Caldwell Crest Homeowners Association: Upon closing, Buyers pay a \$575.00 initial fee (\$500.00
28 Working Capital Contribution & \$75.00 new member fee). These fees are subject to change at any
29 time prior to closing.

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



30 Association dues are set by the Homeowners Association and are subject to change at any time. Currently the
31 monthly dues are set at \$100.00 per month. Please refer to recorded CC&R's for payment processing and terms (See
32 Homeowner Association and Dues).

33 Completion, Closing Date, Possession and Keys:

34 Completion is defined as when the permitting authority issues a Certificate of Occupancy. The exact
35 completion date is not guaranteed. Buyer will be notified when construction is approximately 45 days from
36 completion. A walk through/home owner orientation will be scheduled approximately 2 weeks prior to
37 completion and done prior to closing.

38 Closing Date: Unless the home is already complete, the closing date contained in this agreement is only
39 a best estimate of completion. Closing dates may be delayed when contingencies are not removed by
40 the dates specified or the completion date must be extended by the Builder. This transaction is
41 considered closed once the closing agent reports recording numbers to Builder.

43 Buyer may take Possession of the home when the transaction is closed. Keys will be made available
44 to the Buyer once closing is confirmed.

45 Penalty for Failure to Close on time: Unless otherwise agreed to in writing, Buyer must close within 5 days
46 of issuance of the Certificate of Occupancy or pay a penalty of \$150 per day to Seller.

47 Automatic Extension: If construction cannot be completed prior to the closing date, Seller is granted an
48 automatic extension until Seller has obtained a Certificate of Occupancy. The extension shall not exceed
49 4 months from the original closing date.

50 Removal of Contingencies: All contingencies expire and are considered waived within 21 days of mutual
51 acceptance unless otherwise agreed in writing.

52 Home Sale Contingency:

53 Acceptable Price Opinion: If this Purchase and Sale Agreement is contingent upon the successful sale
54 and closing of Buyer's current residence, then Seller's acceptance herein is subject to Seller's determination
55 of the strength and soundness of Buyer's Broker's price opinion. Buyer or Buyer's Agent will provide said
56 Broker's price opinion within 3 days of mutual acceptance. Seller will have 3 days to review and disapprove
57 the Broker Price opinion in writing or it is deemed acceptable.

58 Property to remain on market: The Seller shall keep the property on the market and shall continue to show
59 it until the Buyer removes this contingency. If the Seller receives an acceptable offer prior to the Buyers
60 removal of this contingency, the Seller shall give the Buyer notice of Seller's intent to terminate this
61 agreement. The Buyer shall then have 2 business days to waive this contingency.

62 Construction Delays: At the Sellers discretion, Permit applications may not be submitted and construction may not
63 begin until all contingencies and if applicable, all design selections have been made and deposits have been received.
64 If, for the Buyer's convenience, construction is delayed past the agreed upon contingency removal dates, the Seller
65 may choose to terminate the agreement or adjust the purchase price to reflect any market changes.

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



66 Financing: Rush Residential has determined that it is in both Buyer's and Seller's best interest to work with an
67 experienced new construction local lender and offers incentives to the Buyer to do so. The Preferred Lender for Rush
68 Residential is:

69 Dawn James
70 Phone: 253-988-0425
71 On Q Financial,
72 2727 Hollycroft St, Suite 360, Gig Harbor, WA 98335

73 Other Lenders: The Buyer is not obligated to use the Preferred Lender for financing.

74 Loan Application within Three Days: The Buyer must submit a loan application with a Lender, regardless
75 of type of financing (i.e. Cash, Conventional, etc.), within three (3) days of mutual acceptance of this offer. The
76 Preferred Lender, and any other lender must provide a loan qualification letter to Rush Residential, within 5 days of
77 mutual acceptance.

78 Selection of Lender and Loan Commitment Letter: Once a lender has been selected, The Buyer must notify the
79 Seller by providing an acceptable loan commitment letter from that lender within Fourteen (14) days of mutual
80 acceptance. If an acceptable loan commitment letter is not received in this time, the Buyer must waive any financing
81 contingencies or the Seller may rescind this agreement and return the earnest money. Buyer may not change lenders
82 without written notification to the Seller.

83 FHA/RD/VA Financing: Seller shall not be responsible for Buyer's loan settlement costs that the lender is prohibited
84 from collecting from the Buyer under VA/RD/FHA regulations. Seller shall not be responsible for payment of Buyer's
85 portion of escrow fees. In the event Seller agrees to pay any portion of Buyer's closing costs, said costs shall be
86 deducted from other credits Seller has offered, such as Buyer's loan and settlement costs.

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

88 Closing Credit of up to \$2,500.00 is available to Buyers financing with the Preferred Lender. The credit will be
89 applied to allowable closing costs or design options at closing. This credit is not available for offers that are
90 contingent upon the sale of Buyers' current home unless Seller agrees in writing to the sale price of the Buyers'
91 property. If buyer closing costs are agreed upon and no design options are chosen: up to \$2,500 is paid by
92 the Preferred Lender.

93 Reduction of non-refundable option deposits: (See Options Section)

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

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

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

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



103 Buyer Responsibility to Inform Selected Lender: THE BUYER AGREES TO ENSURE THAT THE LENDER AND ANY
104 OTHER INTERESTED PARTY IS MADE AWARE OF THE FINANCIAL TERMS OF THIS AGREEMENT.

105 Personalizing your home:
106 Design Consultant: Within three (3) days of mutual acceptance, the Seller’s Design Consultant will contact
107 the Buyer to assist with the selection and upgrade pricing. Design meetings are held on weekdays between
108 9:00AM and 3:00PM.

109 Design Selections: Buyer selections of options, modifications, colors, lighting, carpet and hard surfaces
110 not already ordered must be approved by the buyer within 3 days of receiving upgrade pricing from the
111 Design Consultant. Extension of this selection period must be made in writing and may affect the home
112 completion date.

113 Options paid in advance: All selected options are to be agreed upon and paid for in full within 3 days of the
114 buyers approval to proceed with their upgrades. These funds are non-refundable at the time order is placed.
115 Option payments are as follows:
116 • Preferred Lender Clients: 50% Down Plus the balance due at closing, contract rescission or in the
117 event Buyer changes lenders.
118 • Other Lender Clients: 100% payment required.

119 Failure to include upgrade charges:
120 In the event that the upgrade charges which are agreed upon pursuant to this agreement are not reflected in
121 the closing statement and purchase price, the parties agree that the purchase price be adjusted to include
122 the upgrades and the buyer, upon discovery of the failure to include those upgrades in the purchase price, pay
123 the amount of the same to the seller directly within ten (10) days after written demand has been made for the
124 same which would include an explanation as to why payment for the overcharges are due. At that time the
125 closing agent would be instructed to amend the closing statement to reflect the increase in the purchase price
126 and an amended excise tax affidavit be filed and the seller would then pay the additional excise tax due on the
127 amount of the upgrades that were failed to be included in the purchase price in the initial closing documents.
128 Plan Modifications: 100% deposit of \$5,000 plus a minimum price of at least \$1,200 for options or
129 upgrades that involve the modification of wood or sheetrock. Inclusion of these modifications is at the
130 Seller’s sole discretion and require a pre-paid \$250 review fee. Price increased to cover options: The
131 Purchase Price shall be increased to cover the cost of options with advance payments being credited to
132 Buyer at closing.

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

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

140 Appraisal: Should the purchase price be increased to cover closing costs or Buyer selected options and the appraised
141 price fails to meet the agreed sales price, Buyer must pay the difference between the sales and appraised price in
142 cash directly to the Seller.

143 Installation of options after closing: Options not paid in advance or not required for construction or appraisal

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



144 purposes may be installed after closing unless otherwise agreed.

145 Construction:

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

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

151 Insulation Values: All homes are Code Compliant and are subject to Local Energy Codes. Ceiling R-49,
152 depending on local codes, at approximately 10"-12"; Interior home Walls R- 21 at approximately 5-5/8" thick,
153 Floor R-30 at approximately 9-1/2" thick. Garage walls not required by code to be insulated are drywall only.

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

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

161 Access to Property by Buyer: YOUR NEW HOME IS AN ACTIVE CONSTRUCTION JOB SITE AND IS A
162 DANGEROUS PLACE. The property belongs to the Seller until closing and only the Seller and the Seller's
163 sub-contractors are authorized to enter the home and/or do work on the home or premises for any reason.
164 The Buyer agrees not to enter onto the property or inside home during construction without consent of
165 the Seller or Seller's Agent. Buyer is expressly denied permission to perform any work on the property
166 prior to closing.

167 Questions about your home: Questions will arise during construction of your home. "Questions About My
168 Home" can be addressed using our website, www.rushresidential.com on the contact us page, using the
169 questions about my home contact form or by contacting the selling agent. Questions submitted on our
170 website will receive a response in about 2 business days. Sales staff, production staff and sub-contractors
171 cannot respond to production questions without approval of the superintendent.

172 No Verbal Representation: Realtors, Subcontractors, and Field Superintendents are not authorized to make
173 representations for the Seller and the Buyer is cautioned not to make verbal inquiries or rely on any verbal
174 representations.

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

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



182 Buyer's Third Party Home Inspection: The Seller encourages the Buyer to have the property inspected by a licensed
183 home inspector prior to New Home Orientation. Inspections must be performed after installation of carpet and all
184 fixtures and appliances, and at a mutually agreed to time during normal business hours. Inspection must be delivered
185 to Seller prior to the New Home Orientation and Closing. All inspections must be scheduled through the Seller's
186 Agent with access and timing approved by Seller. Inspection reports submitted to the Seller must include a copy
187 of the inspector's license and credentials. Seller agrees in advance to correct items required by local building code,
188 items required to obtain final Certificate of Occupancy and items that do not meet Rush Residential standards as
189 stated in the HBW 2-10 WARRANTY. Any items noted by the inspector that do not fall under these requirements
190 may not be completed by the Seller and shall not be cause to terminate the sale. The terms of NWMLS Form 35 are
191 superseded by this agreement.

192 Warranty:

193 HOME BUYER WARRANTY 2-10: The only warranty expressed or implied provided by the Seller is the HBW
194 2-10 Warranty, which by reference is incorporated herein as if fully set forth. No other warranties are given,
195 expressed or implied and the Buyer agrees to accept the property and the home constructed thereon in "AS IS"
196 condition. THE PARTIES AGREE THAT IN THE EVENT THERE IS ANY DISPUTE OR DISAGREEMENT BETWEEN
197 THE PARTIES OR ANY ISSUE CONCERNING THE WARRANTIES GIVEN HEREUNDER, ALL SAID DISPUTES SHALL
198 BE RESOLVED BY MANDATORY BINDING ARBITRATION AS IF SPECIFICALLY SET FORTH IN THIS AGREEMENT.
199 The Buyer, by initialing herein, agrees to be bound by all of the terms and provisions of this paragraph.

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

203 Dispute Resolution:

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

211 After Closing:

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

216 Non Warranty Claims: All claims, disputes and controversies arising out of or relating to this Purchase and Sale
217 Agreement and all attached addendums other than those provided in the immediately two preceding paragraphs
218 entitled Dispute Resolution: Prior to Closing, Dispute Resolution shall be commenced by providing written notice of
219 the claim or dispute to the other party. In the event that the parties have failed to resolved the claim or dispute
220 within 30 days of such notice, as a precondition to any other method of dispute resolutions, Buyer or Seller must
221 commence action of the claim or dispute at the Pierce County Center for Dispute Resolution. Each party will pay
222 one-half of the cost of such mediation. Notice of a request for such mediation shall be sent by the requesting party
223 to the other party by certified mail, return receipt requested.

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



224 In the event that the claim or dispute is not resolved in mediation, either party may commence arbitration
225 proceedings before a single arbitrator pursuant to RCW 7.04. Each party shall pay one-half of the cost of the
226 arbitrator. Neither party shall be entitled to attorney's fees or costs from the other party. This provision regarding
227 attorney's fees shall supersede any other provision contained in the Purchase and Sale Agreement or any addendums
228 thereto-regarding attorney's fees. The arbitrator shall conduct the arbitration hearing at a time and place set
229 provided that such hearing must occur within 90 days of the appointment of the arbitrator. The decision of the
230 arbitrator shall be issued within 30 days of the hearing and shall be final and judgment may be entered upon or in
231 accordance with the applicable law of any court having jurisdiction thereof.

232 Attorney's Fees: In the event arbitration proceedings are instituted pursuant to the provisions of this Agreement,
233 each party shall be responsible and pay for all of said party's attorney's fees and costs and that neither party shall
234 recover reimbursement of attorney's fees from the other. However, in the event the Buyer, in violation of the
235 provisions of this Agreement, institutes a legal action in Superior Court and the seller is successful in dismissing said
236 action in having the matter submitted to arbitration as provided for under the terms of this agreement, then in that
237 event the Buyer shall pay the attorney's fees of the seller inun dating such dismissal and order requiring arbitration.

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

244 Homeowner's Association & Dues: Upon closing, Buyers will become members of the community Homeowner
245 Association (HOA), a non-profit corporation organized under the laws of the State of Washington. This association
246 provides for the assessment and collection of a one-time initial fee from each Buyer referred to as Working Capital.
247 This fee is collected at closing and will be paid directly to the HOA, to partially reimburse expenses for neighborhood
248 improvements and maintenance, on behalf of the Association. The HOA will also assess monthly dues for each lot
249 owned by each member to maintain and improve common areas. The monthly dues shown on page 2 represent the
250 known dues for the current fiscal year and will be prorated at closing. These dues are subject to change at any time.
251 Please refer to the recorded CCR's for payment processing and terms.

252 General Provisions:

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

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

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

263 Utilities: NWMLS Form 22K is waived. The Seller will provide a list of utilities at the Homeowner Orientation. Buyer
264 agrees to notify utilities companies (gas, water, sewer, electricity,etc.) and make necessary arrangements to transfer

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



- 256 billings effective as of the date of closing or possession, whichever is first
- 257 Easements: The Buyer acknowledges that the property may have easements and accepts this at the time of signing
- 258 this agreement.
- 259 Buyer obligation to Verify: The Seller, Listing Broker, and Selling Broker make no representations concerning: (a)
- 260 the lot size; (b) the square footage of any improvements on the Property; (c) whether there are any encroachment
- 261 (fences, rockeries, buildings) on the Property, or by the Property on adjacent properties. Buyer agrees to verify lot
- 262 size, square footage, and encroachments to Buyer’s own satisfaction.
- 263 Commissions: The commission rate to Selling Broker is 2.5% of list price and included packages (interior, exterior,
- 264 garage extension, and lot premium) only if included in list price. Commissions are not paid on individual upgrades,
- 265 custom changes, fees, or anything added after mutual acceptance of the agreement.
- 266 Buyer Expenses: Seller is not responsible for rent, storage, or any other expenses related to the Buyer moving into
- 267 the home.
- 268 This Agreement shall supersede and prevail in any conflict between the NWMLS Form 21, Purchase and Sale
- 269 Agreement and all addenda to which this is attached. Changes to the standard form of this addendum shall prevail,
- 270 provided both parties initial them.

_____ Date: _____
 Scott A Walker
 Vice President, Rush Residential, Inc.

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



PERSONALIZING YOUR HOME...

We aim to move every new homeowner into an exceptionally crafted home that will serve and inspire for years to come.

Available design choices are dependent upon the phase of construction when the home is purchased. Outlined below are the guidelines for availability of selections.

- If the building permit has been received all foundation, framing, elevations, exterior colors and windows have been determined and confirmed.
- If framing has begun, all rough in plumbing, heating and electrical selections have been determined and confirmed.
- If the roof is being installed, all cabinet, millwork and paint selections have been determined and confirmed.
- If the drywall is being installed all selections for the homes have been determined and finalized. No changes are allowed at that time.

We pride ourselves in offering our new home buyers a chance to express their individual taste and personal lifestyle. At your design meeting, a Rush Design Consultant will assist you through every step of the home selection process and assist you in creating a home that will not only incorporates current trends but colors and design choices that will withstand the test of time. The meetings are designed to be fun, creative and inspiring with the end result offering you as the new homeowner a “window” into the final look of your personalized home.

- Upon mutual acceptance, the Buyer will be contacted by the Rush Design Consultant who will assist with design selections and option pricing. The design meeting will generally take about 2 hours and will include all color and design selections as well as option pricing requests. The Buyer has 14 days from the time of the design meeting to finalize selections and options.
- Option payments are due at the time selections are finalized. A 100% deposit is required by those choosing an alternate lender. If using the preferred lender a 50% deposit of all upgrade options
- The Design Consultant is available throughout the building process to answer or field any questions regarding the home.

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



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

Buyers Name: _____

Property Address: _____

NOTICE TO BUYERS AND SELLING BROKERS

Visiting Your Home during the Construction Process:

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

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

_____ Date: _____

Selling Broker

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

SELLER: Rush Residential Inc

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

Caldwell Crest Estates Lot # 2-15, CITY Edgewood

STATE WA, ZIP 98372, COUNTY Pierce ("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
1. TITLE				
A. Do you have legal authority to sell the property? If no, please explain.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*B. Is title to the property subject to any of the following?				
(1) First right of refusal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) Option	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3) Lease or rental agreement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4) Life estate?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*C. Are there any encroachments, boundary agreements, or boundary disputes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*D. Is there a private road or easement agreement for access to the property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*F. Are there any written agreements for joint maintenance of an easement or right-of-way?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*G. Is there any study, survey project, or notice that would adversely affect the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*H. Are there any pending or existing assessments against the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

(Continued)

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

2. WATER

A. Household Water

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

B. Irrigation Water

- (1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim?
- *(a) If yes, has all or any portion of the water right not been used for five or more successive years?
- *(b) If so, is the certificate available? (If yes, please attach a copy.)
- *(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? ..
- *(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity?
- If so, please identify the entity that supplies water to the property: _____

C. Outdoor Sprinkler System

- (1) Is there an outdoor sprinkler system for the property?
- *(2) If yes, are there any defects in the system?
- *(3) If yes, is the sprinkler system connected to irrigation water?

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)
- Other disposal system

Please describe: _____

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**SELLER DISCLOSURE STATEMENT
 IMPROVED PROPERTY**

(Continued)

- | | YES | NO | DONT KNOW | N/A | 98 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|--------------------------|-------------------------------------|-----|
| B. If public sewer system service is available to the property, is the house connected to the sewer main? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 99 |
| If no, please explain: _____ | | | | | 100 |
| *C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 102 |
| D. If the property is connected to an on-site sewage system: | | | | | 103 |
| *(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 type="checkbox"/> | <input type="checkbox"/> | 104 |
| (2) When was it last pumped? <u>N/A - New Construction</u> | | | | | 105 |
| *(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"/> | 106 |
| (4) When was it last inspected? <u>at install</u> | | | | | 107 |
| By whom: <u>Health Dept + City / County</u> | | | | | 108 |
| (5) For how many bedrooms was the on-site sewage system approved? <u>4</u> bedrooms | | | | | 109 |
| E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 110 |
| If no, please explain: _____ | | | | | 111 |
| *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"/> | 112 |
| G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 113 |
| If no, please explain: _____ | | | | | 114 |
| *H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 115 |

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

4. STRUCTURAL

- | | | | | | |
|---------------------------------------------------------------------------------------------------------|-------------------------------------------|--------------------------------------------|--------------------------|-------------------------------------|-----|
| *A. Has the roof leaked within the last 5 years? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 124 |
| *B. Has the basement flooded or leaked? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 125 |
| *C. Have there been any conversions, additions or remodeling? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 126 |
| *(1) If yes, were all building permits obtained? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 127 |
| *(2) If yes, were all final inspections obtained? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 128 |
| D. Do you know the age of the house? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 129 |
| If yes, year of original construction: <u>2018 / 2019 (New Construction)</u> | | | | | 130 |
| *E. Has there been any settling, slippage, or sliding of the property or its improvements? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 131 |
| *F. Are there any defects with the following: (If yes, please check applicable items and explain) | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 132 |
| <input type="checkbox"/> Foundations | <input type="checkbox"/> Decks | <input type="checkbox"/> Exterior Walls | | | 133 |
| <input type="checkbox"/> Chimneys | <input type="checkbox"/> Interior Walls | <input type="checkbox"/> Fire Alarms | | | 134 |
| <input type="checkbox"/> Doors | <input type="checkbox"/> Windows | <input type="checkbox"/> Patio | | | 135 |
| <input type="checkbox"/> Ceilings | <input type="checkbox"/> Slab Floors | <input type="checkbox"/> Driveways | | | 136 |
| <input type="checkbox"/> Pools | <input type="checkbox"/> Hot Tub | <input type="checkbox"/> Sauna | | | 137 |
| <input type="checkbox"/> Sidewalks | <input type="checkbox"/> Outbuildings | <input type="checkbox"/> Fireplaces | | | 138 |
| <input type="checkbox"/> Garage Floors | <input type="checkbox"/> Walkways | <input type="checkbox"/> Siding | | | 139 |
| <input type="checkbox"/> Wood Stoves | <input type="checkbox"/> Elevators | <input type="checkbox"/> Incline Elevators | | | 140 |
| <input type="checkbox"/> Stairway Chair Lifts | <input type="checkbox"/> Wheelchair Lifts | <input type="checkbox"/> Other _____ | | | 141 |
| *G. Was a structural pest or "whole house" inspection done? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 142 |
| If yes, when and by whom was the inspection completed? | | | | | 143 |
| _____ | | | | | 144 |
| H. During your ownership, has the property had any wood destroying organism or pest infestation? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 145 |
| I. Is the attic insulated? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 146 |
| J. Is the basement insulated? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 147 |

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**SELLER DISCLOSURE STATEMENT
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	YES	NO	DON'T KNOW	N/A	148 149
5. SYSTEMS AND FIXTURES					
*A. If any of the following systems or fixtures are included with the transfer, are there any defects?					150
If yes, please explain: _____					151
Electrical system, including wiring, switches, outlets, and service	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	152
Plumbing system, including pipes, faucets, fixtures, and toilets	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	153
Hot water tank	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	154
Garbage disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	155
Appliances	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	156
Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	157
Heating and cooling systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	158
Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	159
Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	160
*B. If any of the following fixtures or property is included with the transfer, are they leased?					161
(If yes, please attach copy of lease.)					162
Security System: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	163
Tanks (type): _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	164
Satellite dish: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	165
Other: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	166
*C. Are any of the following kinds of wood burning appliances present at the property?					167
(1) Woodstove?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	168
(2) Fireplace insert?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	169
(3) Pellet stove?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	170
(4) Fireplace?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	171
If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental Protection Agency as clean burning appliances to improve air quality and public health?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	172
D. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	174
E. Is the property equipped with carbon monoxide alarms? (Note: Pursuant to RCW 19.27.530, Seller must equip the residence with carbon monoxide alarms as required by the state building code.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	176
F. Is the property equipped with smoke alarms?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	177
178					178
6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS					179
A. Is there a Homeowners' Association?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	180
Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available: <u>Caldwell Crest HOA</u>					181 182 183
B. Are there regular periodic assessments?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	184
\$ <u>100</u> per <input checked="" type="checkbox"/> month <input type="checkbox"/> year					185
<input type="checkbox"/> Other: _____					186
*C. Are there any pending special assessments?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	188 189 190
7. ENVIRONMENTAL					191
*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	192
*B. Does any part of the property contain fill dirt, waste, or other fill material?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	193
*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	194
*D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	195 196
*E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	197 198 199
*F. Has the property been used for commercial or industrial purposes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	200 201

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	YES	NO	DON'T KNOW	N/A	
*G. Is there any soil or groundwater contamination?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	202
					203
*H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	204
					205
*I. Has the property been used as a legal or illegal dumping site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	206
					207
*J. Has the property been used as an illegal drug manufacturing site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	208
					209
*K. Are there any radio towers in the area that cause interference with cellular telephone reception?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	210
8. LEAD BASED PAINT (Applicable if the house was built before 1978).					210
A. Presence of lead-based paint and/or lead-based paint hazards (check one below):					211
<input type="checkbox"/> Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). _____					212
					213
<input type="checkbox"/> Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.					214
B. Records and reports available to the Seller (check one below):					215
<input type="checkbox"/> Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). _____					216
					217
					218
<input type="checkbox"/> Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.					219
9. MANUFACTURED AND MOBILE HOMES					220
If the property includes a manufactured or mobile home,					221
*A. Did you make any alterations to the home?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	222
If yes, please describe the alterations: _____					223
*B. Did any previous owner make any alterations to the home?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	224
*C. If alterations were made, were permits or variances for these alterations obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	225
10. FULL DISCLOSURE BY SELLERS					226
A. Other conditions or defects:					227
*Are there any other existing material defects affecting the property that a prospective buyer should know about?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	228
					229
B. Verification					230
The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licensees harmless from and against any and all claims that the above information is inaccurate. Seller authorizes real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.					231
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					234
_____ Seller	4/12/18 Date	_____ Seller	_____ Date		235
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If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of the question(s).

Road is private

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II. NOTICES TO THE BUYER

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1. SEX OFFENDER REGISTRATION

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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

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

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III. BUYER'S ACKNOWLEDGEMENT

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1. BUYER HEREBY ACKNOWLEDGES THAT:

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- A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- 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

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

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Buyer Date

Buyer Date

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

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

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Buyer Date

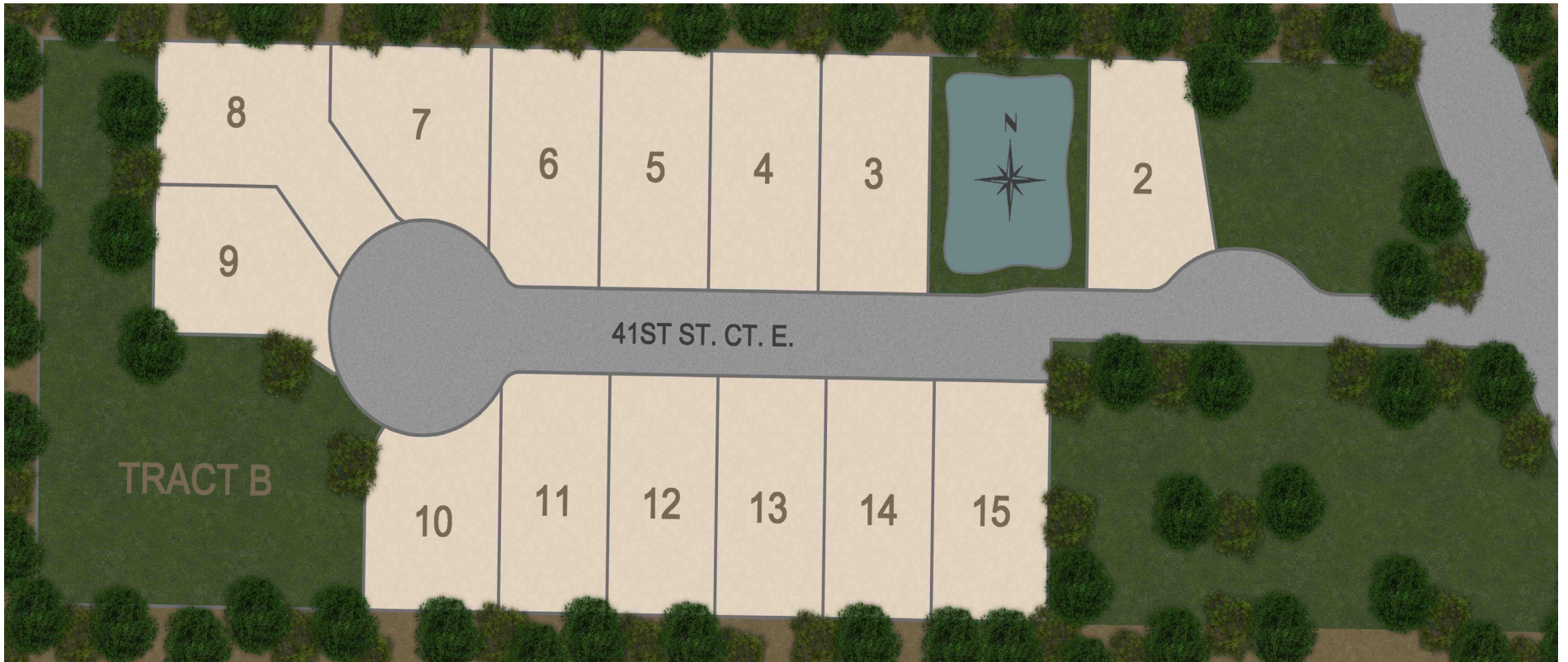
Buyer Date

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DSW 4/12/18

SELLER'S INITIALS Date

SELLER'S INITIALS Date



Standard Features



Spend your time living your best life! Rush offers more standard luxury features (with out expensive upgrades) than any other Edgewood homebuilder. Caldwell Crest homes are designed & built with integrity to last for years to come - a difference you'll notice the minute you walk into a Rush home.

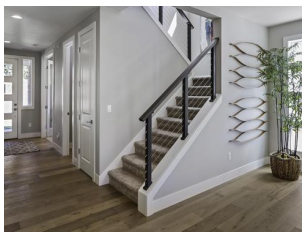
Neighborhood Amenities

- Intimate neighborhood of 14 large lots, nestled in a country setting yet close-in to amenities
- Well-designed streetscapes, lighting and landscaping throughout common areas to ensure long term community appeal
- Designer selected cladding and home color choices preserve balance and neighborhood consistency
- 10 year home warranty for every new Rush home



Home Exteriors

- Fully landscaped front yards include WiFi controlled exterior lighting and irrigation systems
- Fully fenced backyards - natural stained cedar fencing
- Sophisticated siding & stone accents (per home plan)
- Exterior trim on all window and doors
- Covered outdoor living spaces include sealed cedar decks and optional gas fireplace
- Exposed aggregate driveway, porch and patios
- Two frost free exterior hose bibs
- Two convenient waterproof exterior power outlets
- Lifetime warranted roof shingles to original owner
- Windows with lifetime warranty to original owner
- Siding with 25 year transferable warranty



Home Interiors

- Modern 2-panel painted doors throughout
- Millwork is professionally installed & expertly site finished around doors, stairs, windows and flooring
- Extensive use of large windows, include exterior screens
- Extremely durable plank style engineered flooring throughout first floor, resists scratches, dulling and includes a limited lifetime warranty
- Plush carpet in carpeted areas on second floor (per plan)
- High-end open rail stairway with wood caps
- Gas fireplace tiled to ceiling with kiln fir mantle to match selected cabinetry in Great Room
- Laundry room with sink & extra cabinetry (per plan)
- Closets include organizational shelf systems



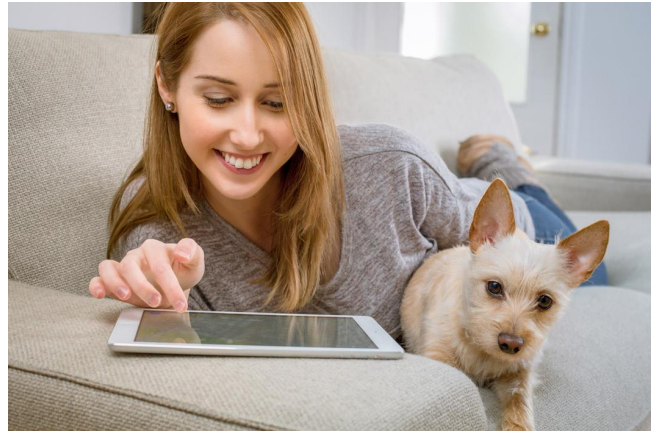
Building Exceptional Homes.

www.RushResidential.com

Standard Features Continued ...

Technology & Energy Efficiency

- Second floor is pre-wired for a WiFi access hub which can enable a stronger WiFi signal throughout home
- Central media panel for ease of home connectivity
- Three CAT6 outlets (Great Room, Den & Master)
- WiFi garage door opener (for remote access from most devices) with exterior key pad access
- Energy efficient furnace offers a 95% AFUE efficiency rating
- WiFi programmable thermostat, for temperature updates remotely from virtually any device
- On-Demand tank-less hot water heater reduces energy consumption significantly
- Automated whole home ventilation system for reduced humidity and increased interior comfort
- WiFi programmable front yard irrigation system
- Front yard landscape lighting fixtures with WiFi control



Kitchens

- Kitchen cabinetry with modern recessed front panels, upper crown moldings & designer knobs
- High-end Belmont cabinetry with solid construction, hidden hinges and beautiful finishes
- Tall 36" upper cabinets with crown molding offer extra storage, and include under cabinet LED lighting
- Soft close dovetail drawers throughout kitchen
- Quartz counters & full height 3x6 subway tile backsplash
- Large stainless steel under-mount sink with convenient pull-out faucet
- Stainless steel appliance package: 30" gas five-burner range & designer chimney hood, built-in microwave, modern gallery refrigerator, dishwasher & disposal
- Oversized island with eating bar
- Ribbon windows strategically placed in back-splash to increase natural light (per plan)
- Walk-in pantries with stylized satin etched glass door (per plan)



Master Suite & Bathrooms

- Upgraded cabinetry ideal for bathroom spaces
- Premium tiled counter tops & back splash
- Quartz Master Bath counter tops with designer accent deco back splash
- Huge glass shower, tiled walls with art deco tiles, fiberglass shower floor (no grout lines to clean) & large soaking tub included in Master Bathroom
- Tasteful lighted ceiling fan also in Master Suite