

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, buyer changes/selections, and delays due to materials, suppliers or weather.

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,



Scott Walker, VP of Rush Residential

07/27/2020



Cushman Pointe



Buyer Name: _____

Address: _____

MLS #: _____ **Lot #** _____

PLEASE DO NOT INCLUDE FORM 22K - UTILITIES, FORM 26 - PRESALE ADDENDUM OR FORM 35 - INSPECTION.

All of this is covered in the Purchase Addendum.

Please use the following forms:

- _____ One Page Cushman Pointe Purchase Form/ Buyer Information Form*
- _____ Purchase & Sale Agreement Form 21
- _____ Financing Addendum* or Evidence of Funds for Cash Buyers (Form 22EF) Form 22A
- Please be sure one of the options is checked depending on funds availability.
- _____ Optional Clauses* Form 22D

Do not add Home Warranty Info – covered in Cushman Pointe Purchase Addendum

- _____ Legal Description*
- _____ Cushman Pointe Purchase Addendum*
- _____ Notice to Buyers/Addendum A - Walk-through Instructions*
- _____ Notice to Buyers/Addendum B – Plat map*
- _____ Notice to Buyers/Addendum C – Visiting Your Home*
- _____ Copy of Home Plan * (can be found on the Cushman Pointe community page under Home Plans)
- _____ Copy of Exterior Design Sheet with selection made and initialed (Selling office to supply)
- _____ Copy of Plat Map and Site Plan (for unframed homes) initialed*
- _____ Initialed Standard Features (from community features section on the Rush Residential website)
- _____ Copy of Earnest Money Check (made payable to Fidelity)
- _____ Pre-approval Letter (if using a different lender than preferred lender Community One Financial)

Pre-approval Letter from Community One Financial

See Financing Section of Cushman Pointe Building Addendum. Also noted on One Page Cushman Pointe Purchase Form.

- _____ Form 17

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



Cushman Pointe



BUYER INFORMATION

Current Address: _____

Contact Numbers: Cell: _____ co/buyer: _____

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

Selling Agent: _____ Selling Office: _____

Agent Phone:Cell: _____ Agent Email: _____

• **SALE DETAILS** NWMLS #: _____

Floor Plan: _____ Lot #: _____ Base List: \$ _____

Subject to Lot Premium \$ _____

Exterior Elevation: (Circle one) Craftsman / Transitional / Modern \$ _____

See exterior elevation design sheet for rendering/pricing. Selections needed before engineering can begin

Configurations/Upgrades \$ _____

TOTAL OFFER PRICE: \$ _____

Earnest Money: \$6,000.00 (under construction) Or \$10,000 (Pre-sale)

**Please make out Earnest Money Check to Fidelity National Title*

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

Desired Closing Date (Allow 9 months for Presale): _____

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: _____%

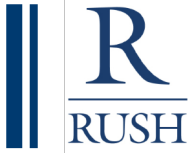
**Buyer must pre-qualify with Chris Johnston at Community One Financial within 3 days of Mutual Acceptance of this offer. Please call 253-229-2562 or email cjohnston@communityoneonline.com*

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

Please submit this form to Ed Aro at EdAro@windermere.com OR fax to 253-851-0338.

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.

07/27/2020



Cushman Pointe
PURCHASE ADDENDUM

Building Exceptional Homes.

1 The following is part of the PURCHASE AND SALE AGREEMENT, dated _____ .
2 between Rush Residential Inc. (Seller) and _____ .
3 (Buyer) concerning the property legally described as: Lot _____ Cushman Pointe, in
4 the City of Gig Harbor, 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 (Presale) paid to Fidelity Title
7 Company, and credited to the Buyer at closing. Earnest Money is considered a non-refundable construction deposit 30 days
8 after Mutual Acceptance and shall be released to the builder at that time.

9 Closing Agent shall Fidelity National Title Company, 5201 Olympic Drive NW, Suite 170, Gig Harbor, WA 98335.
10 Office # 253-851-1601, Fax # 877-236-3773. Seller receives a Builder's discount rate on the escrow fee, which does not affect
Buyer's normal competitive rate.

11 A Standard Title Insurance Policy shall be ordered through Fidelity National Title Company.
12 Buyer confirms receipt of the following: Available at www.rushresidential.com
13 Covenants, Codes and Restrictions (CC&R's) and sample Home Buyers Warranty 2-10.

14 Cushman Pointe Community Association: Upon closing, Buyers pay a prorated Specially Allocated Expenses of \$780.
15 Annually. Specially allocated expenses are maintenance expenses allocated to a unit which benefits only that unit.
16 Currently the Regular Assessments are expected to be \$150.00 per month or \$1,800 annually once they commence.
17 Please refer to the recorded CC&Rs.

18 One-time Fees collected at Closing - A one-time capital contribution of \$700 and a \$75 transfer fee payable to the HOA
19 manager will be collected at closing. (Fees subject to change).

20 Buyer Bonus/Seller Paid Closing Costs:
21 Closing Credit of up to \$3,000.00 is available to Buyers financing with the Preferred Lender. The credit, from Rush or the
22 preferred lender will be applied to allowable closing costs at closing. This credit is not available for offers that are contingent
23 upon the sale of Buyers' current home unless Seller agrees in writing to the sale price of the Buyers' property.

24 This offer [] IS NOT OR [] IS, contingent upon the sale of the buyer's home.

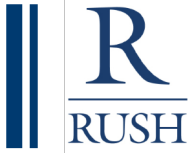
25 Completion, Closing Date, Possession and Keys:

26 Completion is defined as when a Certificate of Occupancy is issued by the permitting authority. Unless the Certificate of
27 Occupancy has been issued, the exact completion date is not guaranteed and as such, the Closing Date is a best estimate.
28 Closing cannot occur until after the Certificate of Occupancy has been issued. The Buyer will be notified when the
29 construction is approximately 45 days from completion. (see Rush Customer Experience)

30 Home status: At the time of this offer, the status of this home is: (Check one)
31 _____ To Be Constructed (Pre-Sale): The Standard Features Exhibit is hereby attached and incorporated into this agreement
32 as Exhibit A-1.

33 _____ Under Construction: The Standard Features Exhibit is attached and incorporated into this agreement as Exhibit A-1

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



Cushman Pointe
PURCHASE ADDENDUM

Building Exceptional Homes.

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

35 **Closing Date:** This date is only a best estimate of completion. See Completion above. It is the Buyers Agents responsibility
36 to communicate the actual closing date to Buyers selected Lender. If the Preferred Lender is used the Seller or Seller's Agent
37 will be responsible for this communication.

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

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

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

49 **Home Sale Contingency:**

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

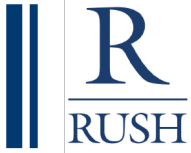
56 **Construction Delays:** Permits are not ordered, and construction will not begin until all contingencies are removed in writing.
57 If, for the Buyer's convenience, construction is delayed past the agreed upon contingency removal dates, the Seller may
58 choose to terminate the agreement or adjust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

59 **Financing:** Preferred Lender for Rush Residential is
60 **Community One Financial. Attn: Chris Johnston**
61 10023 128th St E, Puyallup WA 98373
62 Phone: 253-229-2562 / 253-770-2282
63 Email: cjohnston@communityoneonline.com

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

68 **Selection of Lender and Loan Commitment Letter:** The Buyer must notify the Seller of selection of lender by providing an
69 acceptable loan commitment letter from that lender to the Seller within Twenty-one (21) days of mutual acceptance. If an
70 acceptable loan commitment letter is not received in this time, the Buyer must waive any financing contingencies or the

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



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Building Exceptional Homes.

71 Seller may rescind this agreement and return the earnest money. Buyer may not change lenders without written approval
72 of the Seller.

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

74 **FHA/VA Financing:** The Buyer will finance the VA Funding Fee, which is not part of the purchase price. Any Non-allowable
75 closing costs as defined by VA/FHA will be paid out of Seller paid closing cost.

76
77 **Selection of the Preferred Lender** will entitle Buyers to additional incentives:

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

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

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

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

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

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

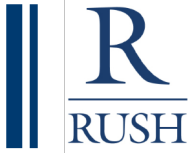
94 **Personalizing your home:**
95 Depending on the phase of construction, you may be able to have a Design Meeting with our Senior Design Consultant. If
96 the home is framed, a Design Meeting may not be an option and/or some upgrade selections may not be available to you.

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

99 **Design Meetings:** If the Buyer(s) have a Design Meeting, the buyer(s) will have 5 days after receipt of upgrade pricing to
100 approve selections. Changes or additional upgrades requested after the Design Meeting are subject to \$150 change order
101 fee.

102 **Upgrade Deposits:** *Upgrade deposits are payable to Rush Residential and are NON-REFUNDABLE.*
103 **Buyers using our preferred lender** – 50% upgrade deposit is required.
104 **Buyers using another lender** - 100% Non- refundable upgrade deposit is required regardless of amount.
105 Upgrade deposits must be received by Rush before any work will begin.
106 Upgrade deposits are calculated based on the total amount of upgrades added before any credits are applied.

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



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

108 **Failure to include upgrade charges:**

109 In the event that the upgrade charges which are agreed upon pursuant to this agreement are not reflected in the closing
110 statement and purchase price, the parties agree that the purchase price will be adjusted to include the upgrades and the
111 buyer, upon discovery of the failure to include those upgrades in the purchase price, pay the amount of the same to the
112 seller directly within ten (10) days after written demand has been made for the same which would include an explanation
113 as to why payment for the overcharges are due. At that time the closing agent would be instructed to amend the closing
114 statement to reflect the increase in the purchase price and an amended excise tax affidavit be filed and the seller would
115 then pay the additional excise tax due on the amount of the upgrades that were failed to be included in the purchase price
116 in the initial closing documents.

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

120 **Construction:**

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

124 Utility boxes, light poles etc. are placed on lots at the time of lot development, therefore may impact
125 driveway and or landscape layouts. It is not the responsibility of the builder to determine placement or move such
126 utilities. If you have any questions regarding the layout of your lot or placement of your home, confirm this at the time of
127 the offer.

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

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

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

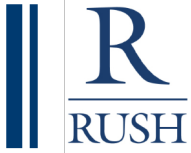
136 **Seller Modifications:** Seller reserves the right to modify floor plans, exteriors, specifications, features, product types and
137 substitute items of comparable quality without notice or obligation, in order accommodate governmental / agency
138 requirements or availability.

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

141 **Access to Property by Buyer: YOUR NEW HOME and COMMUNITY IS AN ACTIVE CONSTRUCTION JOB SITE AND IS A DANGEROUS PLACE.**

142 The property belongs to the Seller until closing and only the Seller and the Seller's sub-contractors are authorized to enter

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



Cushman Pointe
PURCHASE ADDENDUM

Building Exceptional Homes.

143 the home and/or do work on the home or lot for any reason.

144 **The Buyer agrees not to enter onto the property or home during construction without consent of the Seller or Seller’s**
145 **Agent.**

146 **Buyer is expressly denied permission to perform any work on the property prior to closing.**

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

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

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

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

157 **New Home Orientation:** The Seller will schedule a new home orientation for the Buyer prior to closing, Monday – Friday
158 9am – 3pm. Only the Buyers and the Seller representative should be present. Any item(s) requiring additional attention
159 and noted at the new home orientation will be completed as soon as reasonably possible; but in no event will delay the
160 closing process. Minor defects or deficiencies in construction, appliances, equipment or landscaping shall not justify the
161 Buyer’s refusal to close this transaction, at contract price, within the time provided. After closing, the Buyer acknowledges
162 that it is Buyer’s sole responsibility to provide access to home and property during Seller’s normal working hours to ensure
163 prompt correction of any deficiencies.

164 **Buyer’s Third-Party Home Inspection:** The Seller encourages the Buyer to have the property inspected by a licensed home
165 inspector prior to New Home Orientation. Inspections must be performed after Certificate of Occupancy is issued and
166 prior to the New Home Orientation. All inspections must be scheduled through our Realtor with the approval of the Rush
167 superintendent. Inspection reports submitted to the Seller must include a copy of the inspector’s license and Credentials.
168 **Seller agrees in advance to correct items required by local building code; items required to obtain final Certificate of**
169 **Occupancy and items that do not meet Rush Residential standards as stated in the HBW 2-10 WARRANTY.**
170 **Any items noted by the inspector that do not fall under these requirements may not be completed by the Seller and**
171 **shall not be cause to terminate the sale.**

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

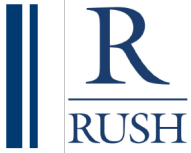
173 **HOME BUYER WARRANTY 2-10:** The only warranty expressed or implied provided by the Seller is the HBW 2-10 Warranty,
174 which by reference is incorporated herein as if fully set forth. No other warranties are given, expressed or implied and the
175 Buyer agrees to accept the property and the home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

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

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

182 **Manufacturer Warranties:** Certain Manufacturers provide warranties that are direct between Buyer and Manufacturer,

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



183 for example, appliances. At the time of Home Orientation, Seller shall provide information and assign all applicable
184 manufacturer warranties to Buyer.

185 **Dispute Resolution:**

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

193 **After Closing:**

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

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

204 Each party will pay one-half of the cost of such mediation. Notice of a request for such mediation shall be sent by the
205 requesting party to the other party by certified mail, return receipt requested. In the event that the claim or dispute is not
206 resolved in mediation, either party may commence arbitration proceedings before a single arbitrator pursuant to RCW
207 7.04. Each party shall pay one-half of the cost of the arbitrator. Neither party shall be entitled to attorney's fees or costs
208 from the other party. This provision regarding attorney's fees shall supersede any other provision contained in the
209 Purchase and Sale Agreement or any addendums thereto-regarding attorney's fees. The arbitrator shall conduct the
210 arbitration hearing at a time and place set provided that such hearing must occur within 90 days of the appointment of the
211 arbitrator. The decision of the arbitrator shall be issued within 30 days of the hearing and shall be final and judgment may
212 be entered upon or in accordance with the applicable law of any court having jurisdiction thereof.

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

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

224 **Homeowner's Association & Dues:**

225 Upon closing, Buyers will become members of the community Homeowner Association (HOA), a non-profit corporation
226 organized under the laws of the State of Washington.
227 This association provides for the assessment and collection of a one-time initial fee from each Buyer referred to as Working
228 Capital. This fee is collected at closing and will be paid directly to the HOA.
229 Diamond Community Management is the management company for the HOA.

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



Cushman Pointe
PURCHASE ADDENDUM

Building Exceptional Homes.

230 **General Provisions:**

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

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

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

241 **Utilities:** NWMLS Form 22K is waived. The Seller will provide a list of utilities at the Homeowner Orientation. Buyer
242 agrees to notify utilities companies (gas, water, sewer, electricity.) and make necessary arrangements to transfer billings
243 effective as of the date of closing or possession, whichever is first.

244 This Agreement shall supersede and prevail in any conflict between the NWMLS Form 21, Purchase and Sale Agreement
245 and all addenda to which this is attached. Changes to the standard form of this addendum shall prevail, provided both
246 parties initial them.

Scott A Walker
Vice President, Rush Residential, Inc.

Date

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



ADDENDUM A

Building Exceptional Homes.

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

Buyers Name: _____

Property Address:

NOTICE TO BUYERS AND SELLING BROKERS

Closing Procedures Agreement:

Rush Residential representative will contact the buyer and schedule a new homeowner orientation (walk through) approximately 14 days before scheduled completion or closing of the home. Any items in need of correction will be documented at the orientation. Rush Residential will make every effort to complete the list prior to the closing date. Any items not completed prior to closing will be considered warranty items and completed after closing at the earlier possible time.

Buyer must sign off that buyer accepts home as is and that the final Homeowner Orientation Checklist has been finished to obtain keys

Broker and Buyer(s) have read the above, and, by signing underneath agree that they understand and will follow the procedure set by Rush.

The seller representative will schedule the new home orientations with the buyer between the hours of 9am-3pm Monday – Friday only.

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

_____ **Date:** _____

Selling Broker

**CUSHMAN POINTE
PLAT MAP - ADDENDUM B**

Building an Exceptional Future, Together.





ADDENDUM C

Building Exceptional Homes.

Buyers Name: _____

Property Address: _____

NOTICE TO BUYERS AND SELLING BROKERS

Visiting Your Home during the Construction Process:

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

All questions should be submitted to Rush through the Listing Office. The workers at the site may give misinformation without realizing it. By signing this form, you understand the above restrictions, and agree to abide by the set forth rules.

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

Selling Broker: _____ Date: _____