



THE RUSH CUSTOMER EXPERIENCE
Building Exceptional Homes.

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,

A handwritten signature in blue ink, appearing to read 'Scott Walker'.

Scott Walker, VP of Rush Residential



THE ESTATES AT GIG HARBOR PURCHASE & SALE CHECKLIST
Building Exceptional Homes.

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 The Estates at Gig Harbor Purchase Addendum.

Please use the following forms:

_____ One Page The Estates at Gig Harbor 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 Builder’s Addendum

_____ Legal Description*

_____ The Estates at Gig Harbor Purchase Addendum*

_____ Notice to Buyers/Addendum A - Walk-through Instructions*

_____ Notice to Buyers/Addendum B - Construction Schedule*

_____ Notice to Buyers/Addendum C – Visiting Your Home*

_____ Copy of Home Plan initialed* (can be found on the The Estates at Gig Harbor community page under Home Plans)

_____ 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 On Q)

_____ Pre-approval Letter from On Q

- See Financing Section of The Estates at Gig Harbor Building Addendum. Also noted on One Page The Estates at Gig Harbor Purchase Form.

_____ Form 17

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



Lot #: _____

ESTATES AT GIG HARBOR PURCHASE FORM
Building Exceptional Homes.

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: \$6,000.00 (under construction) or \$10,000.00 (presale) (2% surcharge on Pre-sales)

*Please make out Earnest Money Check to Fidelity National Title

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

Desired Closing Date (Allow 6 months for Presale): _____

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

Offer is subject to buyers approval of standard specs and upgrade options.

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 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.



THE ESTATES AT GIG HARBOR
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 _____ The Estates at Gig Harbor
4 in 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. (Under Construction) or \$10,000. (Presale) paid to Fidelity Title, and credited
7 to the Buyer at closing. Earnest Money is considered a non-refundable construction deposit and shall be released to the
8 Seller 30 days after Mutual Acceptance. All Pre-Sale offers (offers on homes not yet permitted) are subject to a 2%
9 surcharge on the Base Price of the home, due to it being built out of phase.

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

13 A Standard Title Insurance Policy shall be ordered through Fidelity Title Company.

14 Buyer confirms receipt of the following: Available at www.rushresidential.com
15 Covenants, Codes and Restrictions (CC&R's) and sample Home Buyers Warranty 2-10.

16 The Estates II Homeowners Association: Upon closing, Buyers shall pay pro-rated dues (Annual dues are \$1,000).
17 and a one time capital contribution of \$500 to the HOA and a \$75 transfer fee. (Fees subject to change)

18 Closing Credit of up to \$2,500.is available to Buyers financing with the Preferred Lender. The credit will be applied to the
19 allowable closing costs or design options at closing. This credit is not available for offers that are contingent upon the sale
20 of the Buyers' current home unless the Seller agrees in writing to the sale price of the Buyers' property. If the buyer closing
21 costs are agreed upon and no design options are chosen: up to \$2,500 is paid by the preferred lender and the balance is
22 paid by Rush Residential.

23 This offer IS NOT or IS, contingent upon the sale of the buyers home.

24 Completion, Closing Date, Possession and Keys:
25 Completion is defined as when a Certificate of Occupancy is issued by the permitting authority. Unless
26 the Certificate of Occupancy has been issued, the exact completion date is not guaranteed and as such,
27 the Closing Date is a best estimate. Closing cannot occur until after the Certificate of Occupancy has been issued.
28 The Buyer will be notified when the construction is approximately 45 days from completion and again 2 weeks

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



29 Home status: At the time fo this offer, the status of this home is: (Check one)

30 _____ To Be Constructed (Pre-Sale): 2% surcharge applies. The Standard Features Exhibit is hereby attached and
31 incorporated into this agreement as Exhibit A-1. Options and upgrades may be selected using the Buyer
32 Selections Sheet or by having a Design Meeting (see lines) .

33 _____ Under Construction**: The Standard Features Exhibit is attached and incorporated into this agreement as
34 Exhibit A-1. Options/ upgrades may be selected depending on the stage of construction.

** It is important to note that construction of the home does not stop during sales negotiations or during the Design Meeting period. Deciding on your selections timely will allow you to maximize the number of selections you are able to make, if any. We do not guarantee selections available to you at the time of mutual, will still be available when you have your design meeting or when you approve your selections. If a particular selection is of the utmost importance to you, please note that in your PSA.

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

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

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

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

50 Buyer may take Possession of the home when the transaction is closed. Keys will be available to the buyer(s) once
51 Closing is confirmed.

52 Home Sale Contingency:

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

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

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



64 Financing: Preferred Lender for Rush Residential is On Q Financial.

65 Dawn James
66 On Q Financial
67 2727 Hollycroft St Suite 360, Gig Harbor, WA 98335
68 Phone: 253-988-0425
69 Email:dawn.james@onqfinancial.com

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

74 Selection of Lender and Loan Commitment Letter: The Buyer must notify the Seller of selection of lender by
75 providing an acceptable loan commitment letter from that lender to the Seller within Fourteen (14) days of
76 mutual acceptance. If an acceptable loan commitment letter is not received in this time, the Buyer must waive
77 any financing contingencies or the Seller may rescind this agreement and return the earnest money. Buyer may
78 not change lenders without written approval of the Seller.

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

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

82 Selection of the Preferred Lender may entitle Buyers to additional incentives:

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

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

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

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

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

98 Installation of options after closing: Options not paid in advance or not required for construction
99 or appraisal purposes will be installed after closing unless otherwise agreed.

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



- 100 Personalizing your home:
- 101 Depending on the phase of construction, you may be able to make design and upgrade selections using the
- 102 Buyer Selections Sheet provided by the sales agent or by having a Design Meeting with a Senior Design Consultant.
- 103 Price increased to cover upgrades: The Purchase Price shall be increased to cover the cost of upgrades with non-
- 104 refundable deposit payments being credited to the Buyer at closing.
- 105 Design Meetings: If the Buyer(s) choose to have a Design Meeting, the buyer(s) will have 5 days after receipt of
- 106 upgrade pricing to approve selections.
- 107 Buyer Selection Sheet: If the Buyer(s) choose to make their own selections using the Buyer Selection Sheet, the form
- 108 will be provided by the Selling agent and will be due at Mutual Acceptance.
- 109 Please indicate how you would like to make your Design Selections (if applicable) below.

Buyer Selection Sheet: _____

- 111 Upgrades totaling \$10,000. or less: Upgrade deposit is NOT required. Upgrades totaling \$10,001. - \$15,000.: 50% Non-
- 112 refundable upgrade deposit is required if buyer is using the preferred lender, 100% Non-refundable deposit is required
- 113 if another lender is used. Upgrades totaling \$15,001 +: 100% Non-Refundable deposit is required regardless of lender.

Design Meeting: _____ *\$15,000 minimum required & due at Design Meeting. (payable to Rush Residential)

- 114 Upgrades totaling \$15,000+: 50% Non-refundable deposit is required if using the preferred lender or 100% Non-
- 115 refundable Upgrade deposit is required if another lender is used. Upgrade deposits are Non-refundable and must
- 116 be received by Rush before any work will begin. (Due to closing activities, No upgrades or changes are allowed 45 days
- 117 prior to closing)
- 118 Failure to include upgrade charges:
- 119 In the event that the upgrade charges which are agreed upon pursuant to this agreement are not reflected in
- 120 the closing statement and purchase price, the parties agree that the purchase price be adjusted to include
- 121 the upgrades and the buyer, upon discovery of the failure to include those upgrades in the purchase price, pay
- 122 the amount of the same to the seller directly within ten (10) days after written demand has been made for the
- 123 same which would include an explanation as to why payment for the overcharges are due. At that time the
- 124 closing agent would be instructed to amend the closing statement to reflect the increase in the purchase price
- 125 and an amended excise tax affidavit be filed and the seller would then pay the additional excise tax due on the
- 126 amount of the upgrades that were failed to be included in the purchase price in the initial closing documents.

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

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

134 Construction:

- 135 Home Placement and exterior finish: The Seller has sole discretion as to the selection and placement of the
- 136 home on the lot. If the construction of the home is subject to the approval of the Architectural Control
- 137 Committee (ACC), Buyer agrees to abide by any ACC ruling. Utility boxes, light poles etc. are placed on lots
- 138 by the respective municipality or sub-contractors and therefore may impact driveway and or landscape
- 139 layouts. It is not the responsibility of the builder to determine placement or move such utilities. If you have
- 140 any questions regarding the layout of your particular lot please consult your sales agent for clarification.

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



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

143 Insulation Values: Ceiling R-49, depending on local codes, at approximately 10", wall R- 21 at approximately
144 5-5/8" thick, floor R-30 at approximately 9-1/2" thick.

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

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

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

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

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

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

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

176 Buyer's Third Party Home Inspection: The Seller encourages the Buyer to have the property inspected by a
177 licensed home inspector prior to New Home Orientation. Inspections must be performed after Certificate of
178 Occupancy is issued and prior to the New Home Orientation. All inspections must be scheduled through the
179 Realtor with the approval of the Rush. Inspection reports submitted to the Seller must include

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



180 a copy of the inspector's license and Credentials.

181 Seller agrees in advance to correct items required by local building code, items required to obtain final Certificate
182 of Occupancy and items that do not meet Rush Residential standards as stated in the HBW 2-10 WARRANTY.
183 Any items noted by the inspector that do not fall under these requirements may not be completed by the Seller
184 and shall not be cause to terminate the sale. The terms of NWMLS Form 35 are superseded by this agreement.

185 HOME BUYER WARRANTY 2-10: The only warranty expressed or implied provided by the Seller is the HBW
186 2-10 Warranty, which by reference is incorporated herein as if fully set forth. No other warranties are given,
187 expressed or implied and the Buyer agrees to accept the property and the home constructed thereon in "AS IS"
188 condition. THE PARTIES AGREE THAT IN THE EVENT THERE IS ANY DISPUTE OR DISAGREEMENT BETWEEN
189 THE PARTIES OR ANY ISSUE CONCERNING THE WARRANTIES GIVEN HEREUNDER, ALL SAID DISPUTES SHALL
190 BE RESOLVED BY MANDATORY BINDING ARBITRATION AS IF SPECIFICALLY SET FORTH IN THIS AGREEMENT.
191 The Buyer, by initialing herein, agrees to be bound by all of the terms and provisions of this paragraph.

192 Irrigation Systems: Buyer acknowledges that if an irrigation system is provided it is the Buyer's responsibility to
193 perform any winter maintenance needed with regard to the system to prevent pipes from freezing as well as
194 spring maintenance to re-activate the system.

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

198 Dispute Resolution:

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

206 After Closing:

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

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

219 In the event that the claim or dispute is not resolved in mediation, either party may commence arbitration

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



220 proceedings before a single Arbitrator pursuant to RCW 7.04. Each party shall pay one-half of the cost of the
221 arbitrator. Neither party shall be entitled to attorney's fees or costs from the other party. This provision regarding
222 attorney's fees shall supersede any other provision contained in the Purchase and Sale Agreement or any addendums
223 thereto-regarding attorney's fees. The Arbitrator shall conduct the arbitration hearing at a time and place set
224 provided that such hearing must occur within 90 days of the appointment of the arbitrator. The decision of the
225 arbitrator shall be issued within 30 days of the hearing and shall be final and judgment may be entered upon or in
226 accordance with the applicable law of any court having jurisdiction thereof.

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

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

239 Homeowner's Association & Dues: Upon closing, Buyers will become members of the community Homeowner
240 Association (HOA), a non-profit corporation organized under the laws of the State of Washington. This association
241 provides for the assessment and collection of a one-time initial fee from each Buyer referred to as Working Capital.
242 This fee is collected at closing and will be paid directly to the HOA, to partially reimburse expenses for neighborhood
243 improvements and maintenance, on behalf of the Association. The HOA will also assess monthly dues for each lot
244 owned by each member to maintain and improve common areas. The monthly dues shown on page 2 represent the
245 known dues for the current fiscal year and will be prorated at closing. The monthly dues shown on the first page
246 represent the known dues for the current fiscal year and will be prorated at closing. Diamond Community
247 Management is the management company for the HOA. 253-514-6638, dcmfrontdesk@diamonddcm.net.

248 General Provisions:

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

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

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

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

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



THE ESTATES AT GIG HARBOR
PURCHASE ADDENDUM

Building Exceptional Homes.

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

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

_____ Date: _____

Scott A Walker
Vice President, Rush Residential, Inc.

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



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 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.

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

Selling Broker 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.

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: _____

_____ Date: _____

Selling Broker

