



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



MOUNTAINSIDE PURCHASE & SALE CHECKLIST
Building an Exceptional Future, Together.

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 Mountainside Purchase Addendum.

Please use the following forms:

_____ One Page Mountainside 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*

_____ Mountainside 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 Mountainside community page under Home Plans)

_____ Copy of Plat Map initialed*

_____ Initialed Standard Features (from community features section on the Rush Residential website)

_____ Copy of Earnest Money Check (made payable to Fidelity Title Company)

_____ Pre-approval Letter (if using a different lender than preferred lender Community One)

_____ Pre-approval Letter from Community One

- See Financing Section of Mountainside Building Addendum. Also noted on One Page Mountainside Purchase Form.

_____ Form 17

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



Lot #: _____

MOUNTAINSIDE 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: \$3,500.00

*Please make out Earnest Money Check to Fidelity Title Company and Escrow

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 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 Dean Pierce at deanpierce@bhhsnwrealestate.com OR fax to 253-840-5140.

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.



MOUNTAINSIDE PURCHASE ADDENDUM

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 _____, Mountainside
4 in the City of Tacoma, Pierce County, Washington, with Home Plan: _____

5 IT AS AGREED BETWEEN BUYER AND SELLER AS FOLLOWS:

6 Earnest Money: Earnest Money shall be \$3,500.00 paid to Fidelity Title Company and Escrow, and credited to the
7 Buyer at closing. Earnest Money is considered a non-refundable construction deposit upon
8 removal of the financing contingency or 30 days after Mutual Acceptance, whichever is first.

9 Closing Agent shall be Fidelity Title Company, 5201 Olympic Dr 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
11 fee, which does not affect Buyer's normal competitive rate.

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

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

15 Mountainside Community Association: Upon closing, Buyers pay pro-rated dues (Annual dues are \$480). Plus a one-
16 time capital contribution of \$500 to the Homeowners Association and a \$75 transfer fee. (Fees subject to change)

17 Seller Paid Closing Cost If Buyer finances home with Preferred Lender. Seller will pay \$5,000 of Buyers closing
18 cost. If Buyer finances with another Lender. Seller will pay none of Buyers closing cost. (See finance section starting
19 at line 61).

20 This offer [] IS NOT or [] IS, contingent upon the sale of the buyers home.

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

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



- 27 Closing Date: At the time fo this offer, the status of this home is: (Check one)
- 28 To Be Constructed (Pre-Sale): The Standard Features Exhibit is hereby attached and incorporated
- 29 into this agreement as Exhibit A-1. Options and upgrades may be selected using the Buyer Selections Sheet.
- 30 Under Construction: The Standard Features Exhibit is attached and incorporated into this agreement as
- 31 Exhibit A-1. Options and upgrades may be selected using the Buyer Selections Sheet.
- 32 Complete: It is offered AS IS. Buyer confirms that installed features and options are satisfactory.
- 33 The Standard Features Exhibit is attached for information only.
- 34 If Pre-Sale/Under Construction, seller to note status below:
- 35 Current status: _____
- 36 This date is only a best estimate of completion. See Completion above. It is the Buyers and/or Buyer's
- 37 Agent's responsibility to communicate the actual closing date to Buyers selected Lender. If Preferred Lender
- 38 is used Seller or Seller's Agent will be responsible for this communication.
- 39 Penalty for Failure to Close on time: Buyer must close by the Closing Date, or if sooner, within 10 days of issuance
- 40 of the Certificate of Occupancy. Unless otherwise agreed to, no closing would be expected to occur within
- 41 30 days of the offer date. Buyer is aware of and agrees that any requests for closing date extensions will be
- 42 granted at the sole discretion of the Seller for a daily fee of \$150, which covers the Seller's approximate cost
- 43 to hold the home and delay the closing. Payment for said extension is due at the time the extension is signed.
- 44 Any left over money will be credited to Buyer at closing.
- 45 Automatic Extension: If construction cannot be completed prior to the closing date, Seller is granted an
- 46 automatic extension until Seller has obtained a Certificate of Occupancy. There are several factors involved
- 47 in building a home that are beyond Sellers control; Permit timeframe, inspection timeframe and weather are
- 48 just a few. The extension shall not exceed 4 months from the original closing date.
- 49 Buyer may take Possession of the home when the transaction is closed. Keys will be available to
- 50 the Buyer once Closing is confirmed.
- 51 Home Sale Contingency:
- 52 Acceptable Price Opinion: If this Purchase and Sale Agreement is contingent upon the successful sale
- 53 and closing of the Buyer's current residence, then Seller's acceptance herein is subject to Seller's
- 54 determination of the strength and soundness of Buyer's Broker's price opinion. Buyer or Buyer's Agent will
- 55 provide said Broker's price opinion within 3 days of mutual acceptance. Seller will have 3 days with which
- 56 to review and disapprove the Broker Price opinion in writing or it is deemed acceptable. If the Seller has
- 57 not disapproved in writing then Broker's price opinion is deemed acceptable. If Seller receives an
- 58 acceptable offer prior to buyer's removal of this contingency, buyer shall have 2 business days to waive
- 59 this contingency.
- 60 Construction Delays: Permits are not ordered and construction will not begin until all contingencies are removed
- 61 in writing. If, for the Buyer's convenience, construction is delayed past the agreed upon contingency removal
- 62 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: _____



61 Financing: Preferred Lender for Rush Residential is Community One Financial.

62 Chris Johnston
63 10023 128th St E, Puyallup, WA 98373
64 Phone: 253-229-2562 or 253-770-2282
65 Fax: 253-770-9779
66 Email:cjohnston@communityoneonline.com

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

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

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

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

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

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

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

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

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

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

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

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



97 Personalizing your home:
98 Depending on the phase of construction, you may be able to make design and upgrade selections using the
99 Buyer Selections Sheet provided by the sales agent. Buyers will have 5 days after mutual agreement to finalize all
100 selections. Call Dean Pierce for selection options. (All exterior color schemes are pre-selected by the builder.)

101 Price increased to cover options: The Purchase Price shall be increased to cover the cost of options
102 with advance payments being credited to the Buyer at closing.

103 Upgrade deposits:
104 Upgrade deposits may be required based on the total amount of upgrades chosen and the buyers lender of
105 choice. Upgrade deposits are payable to Rush, non-refundable and are outlined below.
106 Up to \$10,000 - No deposit required
107 \$10,000 - \$15,000 - With preferred lender - 50% deposit required
108 \$15,000 and up - With preferred lender - 100% deposit required
109 \$10,000 and up - With non-preferred lender - 100% deposit required

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

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

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

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

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

136 Insulation Values: Ceiling R-49, depending on local codes, at approximately 10", wall R- 21 at approximately
137 5-5/8" thick, floor R-30 at approximately 9-1/2" thick.

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



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

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

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

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

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

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

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

- 169 Buyer's Third Party Home Inspection: The Seller encourages the Buyer to have the property inspected by a
- 170 licensed home inspector prior to New Home Orientation. Inspections must be performed after Certificate of
- 171 Occupancy is issued and prior to the New Home Orientation. All inspections must be scheduled through the
- 172 Realtor with the approval of the Rush superintendent. Inspection reports submitted to the Seller must include
- 173 a copy of the inspector's license and Credentials.
- 174 Seller agrees in advance to correct items required by local building code, items required to obtain final Certificate
- 175 of Occupancy and items that do not meet Rush Residential standards as stated in the HBW 2-10 WARRANTY.
- 176 Any items noted by the inspector that do not fall under these requirements may not be completed by the Seller
- 177 and shall not be cause to terminate the sale. The terms of NWMLS Form 35 are superseded by this agreement.

- 178 HOME BUYER WARRANTY 2-10: The only warranty expressed or implied provided by the Seller is the HBW

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



179 2-10 Warranty, which by reference is incorporated herein as if fully set forth. No other warranties are given,
180 expressed or implied and the Buyer agrees to accept the property and the home constructed thereon in "AS IS"
181 condition. THE PARTIES AGREE THAT IN THE EVENT THERE IS ANY DISPUTE OR DISAGREEMENT BETWEEN
182 THE PARTIES OR ANY ISSUE CONCERNING THE WARRANTIES GIVEN HEREUNDER, ALL SAID DISPUTES SHALL
183 BE RESOLVED BY MANDATORY BINDING ARBITRATION AS IF SPECIFICALLY SET FORTH IN THIS AGREEMENT.
184 The Buyer, by initialing herein, agrees to be bound by all of the terms and provisions of this paragraph.

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

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

191 Dispute Resolution:

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

199 After Closing:

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

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

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

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



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

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

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

241 General Provisions:

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

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

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

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

255 Easements: The Buyer acknowledges that the property may have easements and accepts this at the time of signing
256 this agreement.

257 Buyer obligation to Verify: The Seller, Listing Broker, and Selling Broker make no representations concerning: (a)
258 the lot size; (b) the square footage of any improvements on the Property; (c) whether there are any encroachment
259 (fences, rockeries, buildings) on the Property, or by the Property on adjacent properties. Buyer agrees to verify lot
260 size, square footage, and encroachments to Buyer's own satisfaction.

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



MOUNTAINSIDE
PURCHASE ADDENDUM

Building an Exceptional Future, Together.

261 This Agreement shall supersede and prevail in any conflict between the NWMLS Form 21, Purchase and Sale
262 Agreement and all addenda to which this is attached. Changes to the standard form of this addendum shall prevail,
263 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. Please see the Builder Addendum Lines 136-141. 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: _____



**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 Lot Mountain Side, CITY Tacoma, STATE WA, ZIP 98446, 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"/>	39
*B. Is title to the property subject to any of the following?					40
(1) First right of refusal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	41
(2) Option	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	42
(3) Lease or rental agreement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	43
(4) Life estate?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	44
*C. Are there any encroachments, boundary agreements, or boundary disputes?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	45
*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"/>	46
*E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	47 48
*F. Are there any written agreements for joint maintenance of an easement or right-of-way?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	49
*G. Is there any study, survey project, or notice that would adversely affect the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	50
*H. Are there any pending or existing assessments against the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	51

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**SELLER DISCLOSURE STATEMENT
 IMPROVED PROPERTY**

(Continued)

	YES	NO	DON'T KNOW	N/A	52
*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"/>	53
*J. Is there a boundary survey for the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	54
*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"/>	55
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					62
A. Household Water					63
(1) The source of water for the property is: <input checked="" type="checkbox"/> Private or publicly owned water system					64
<input type="checkbox"/> Private well serving only the subject property * <input type="checkbox"/> Other water system					65
*If shared, are there any written agreements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	66
*(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	67
*(3) Are there any problems or repairs needed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	68
(4) During your ownership, has the source provided an adequate year-round supply of potable water? ..	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	69
If no, please explain: _____					70
*(5) Are there any water treatment systems for the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	71
If yes, are they: <input type="checkbox"/> Leased <input type="checkbox"/> Owned					72
*(6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	73
(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? ..	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	74
*(b) If yes, has all or any portion of the water right not been used for five or more successive years? ..	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	75
*(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	76
B. Irrigation Water					77
(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	78
*(a) If yes, has all or any portion of the water right not been used for five or more successive years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	79
*(b) If so, is the certificate available? (If yes, please attach a copy.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	80
*(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? ...	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	81
*(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	82
If so, please identify the entity that supplies water to the property:					83
_____					84
C. Outdoor Sprinkler System					85
(1) Is there an outdoor sprinkler system for the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	86
*(2) If yes, are there any defects in the system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	87
*(3) If yes, is the sprinkler system connected to irrigation water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	88
3. SEWER/ON-SITE SEWAGE SYSTEM					89
A. The property is served by:					90
<input checked="" type="checkbox"/> Public sewer system <input type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts)					91
<input type="checkbox"/> Other disposal system					92
Please describe: _____					93

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**SELLER DISCLOSURE STATEMENT
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(Continued)

	YES	NO	DON'T KNOW	N/A	98
B. If public sewer system service is available to the property, is the house connected to the sewer main?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	99
If no, please explain: _____					100
					101
*C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	102
					103
D. If the property is connected to an on-site sewage system:					104
*(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	105
(2) When was it last pumped? _____					106
(2) When was it last pumped? _____					107
*(3) Are there any defects in the operation of the on-site sewage system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	108
(4) When was it last inspected? _____			<input type="checkbox"/>	<input checked="" type="checkbox"/>	109
By whom: _____					110
(5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms			<input type="checkbox"/>	<input checked="" type="checkbox"/>	111
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"/>	112
If no, please explain: _____					113
					114
*F. Have there been any changes or repairs to the on-site sewage system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	115
G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	116
If no, please explain: _____					117
					118
*H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	119
					120
NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUESTIONS LISTED IN ITEM 4 (STRUCTURAL) OR ITEM 5 (SYSTEMS AND FIXTURES).					121
					122
					123
4. STRUCTURAL					124
*A. Has the roof leaked within the last 5 years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	125
*B. Has the basement flooded or leaked?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	126
*C. Have there been any conversions, additions or remodeling?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	127
*(1) If yes, were all building permits obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	128
*(2) If yes, were all final inspections obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	129
D. Do you know the age of the house?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	130
If yes, year of original construction: _____					131
*E. Has there been any settling, slippage, or sliding of the property or its improvements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	132
*F. Are there any defects with the following: (If yes, please check applicable items and explain)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	133
<input type="checkbox"/> Foundations	<input type="checkbox"/> Decks	<input type="checkbox"/> Exterior Walls			134
<input type="checkbox"/> Chimneys	<input type="checkbox"/> Interior Walls	<input type="checkbox"/> Fire Alarms			135
<input type="checkbox"/> Doors	<input type="checkbox"/> Windows	<input type="checkbox"/> Patio			136
<input type="checkbox"/> Ceilings	<input type="checkbox"/> Slab Floors	<input type="checkbox"/> Driveways			137
<input type="checkbox"/> Pools	<input type="checkbox"/> Hot Tub	<input type="checkbox"/> Sauna			138
<input type="checkbox"/> Sidewalks	<input type="checkbox"/> Outbuildings	<input type="checkbox"/> Fireplaces			139
<input type="checkbox"/> Garage Floors	<input type="checkbox"/> Walkways	<input type="checkbox"/> Siding			140
<input type="checkbox"/> Wood Stoves	<input type="checkbox"/> Elevators	<input type="checkbox"/> Incline Elevators			141
<input type="checkbox"/> Stairway Chair Lifts	<input type="checkbox"/> Wheelchair Lifts	<input type="checkbox"/> Other _____			142
*G. Was a structural pest or "whole house" inspection done?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	143
If yes, when and by whom was the inspection completed? _____					144
					145
H. During your ownership, has the property had any wood destroying organism or pest infestation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	146
I. Is the attic insulated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	147
J. Is the basement insulated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	148

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**SELLER DISCLOSURE STATEMENT
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(Continued)

	YES	NO	DONT KNOW	N/A	148
5. SYSTEMS AND FIXTURES					149
*A. If any of the following systems or fixtures are included with the transfer, are there any defects?					150
If yes, please explain: _____					151
Electrical system, including wiring, switches, outlets, and service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	152
Plumbing system, including pipes, faucets, fixtures, and toilets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	153
Hot water tank	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	154
Garbage disposal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	155
Appliances.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	158
Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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? (If yes, please attach copy of lease.)					161
Security System: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	163
Tanks (type): _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	164
Satellite dish: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	165
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	168
(2) Fireplace insert?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	169
(3) Pellet stove?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	170
(4) Fireplace?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	176
F. Is the property equipped with smoke alarms?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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: _____					181
B. Are there regular periodic assessments?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	184
\$ <u>480.00</u> per <input type="checkbox"/> month <input checked="" type="checkbox"/> year					185
<input type="checkbox"/> Other: <u>\$500 one time capital contribution, 40.00 transfer fee</u>					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
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"/>	194
*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"/>	195
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"/>	197
*E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	198
*F. Has the property been used for commercial or industrial purposes?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	200

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	YES	NO	DON'T KNOW	N/A	
*G. Is there any soil or groundwater contamination?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	202 203 204
*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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	205 206
*I. Has the property been used as a legal or illegal dumping site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	207
*J. Has the property been used as an illegal drug manufacturing site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	208
*K. Are there any radio towers in the area that cause interference with cellular telephone reception?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	209
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.					231 232 233 234
_____ Seller					235
_____ Date					236

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).

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**SELLER DISCLOSURE STATEMENT
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II. NOTICES TO THE BUYER 252

1. SEX OFFENDER REGISTRATION 253

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. 254
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256

2. PROXIMITY TO FARMING 257

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. 258
259
260

III. BUYER'S ACKNOWLEDGEMENT 261

1. BUYER HEREBY ACKNOWLEDGES THAT: 262

- 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. 263
264
- 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. 265
266
- 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. 267
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- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller. 269
- 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). 270
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- F. If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet *Protect Your Family From Lead in Your Home*. 272
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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. 274
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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. 280
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Buyer Date Buyer Date 283
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2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER 285

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. 286
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Buyer Date Buyer Date 288
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3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT 290

Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. 291
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. 292
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Buyer Date Buyer Date 294
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Dow 1/20/17
SELLER'S INITIALS Date

SELLER'S INITIALS Date



MOUNTAINSIDE

STANDARD FEATURES

NEIGHBORHOOD AMENITIES

- Private 35 home community with a Mt. Rainier backdrop
- Landscaped and HOA maintained common areas
- Well-designed streetscape with designer selected cladding and colors
- Close to shopping, restaurants, and other amenities
- Easy commute to Joint-Base Lewis McChord and Boeing

EXTERIOR

- Front and rear yard landscape
- Rear yard 6' cedar fence with gate
- Exposed aggregate driveway, porch and patios
- Two frost-free exterior hose bibs

INTERIOR

- White painted doors and millwork
- Sill and apron on main level standard height windows
- Generous use of plank style engineered flooring in entry, mud room, nook, kitchen, and powder
- Carpeted halls, den, closets, bonus room, great room, and bedrooms
- Extensive use of windows
- Screens for all opening windows
- 4 designer selected color boards to choose from
- 4 cabinet colors to choose from to compliment hard surface selections

OUTDOOR LIVING

- Covered patio
- Optional exterior fireplace

KITCHEN

- Kitchen 3 cm slab quartz with full height tile backsplash
- Stainless steel appliance package from Frigidaire includes
 - 30" gas range with micro hood
 - Dishwasher
 - Garbage disposal
- Shaker style cabinets with crown molding
- Oversize island and eating bar (per plan) with pendant lighting
- Walk-in pantries with wire shelving (per plan)
- Large undermount double-basin stainless steel sink with pull-out faucet
- Reeded glass windows in backplash to increase natural light and maintain privacy

OTHER FEATURES

- Thoughtfully sized master suite with large walk-in closets and spa inspired bath (per plan)
- Moen Chrome plumbing fixtures
- Gas fireplace with tile surround and kiln fir mantel to match cabinetry



6622 WOLLOCHET DRIVE NW
GIG HARBOR, WA 98335
253-858-3636
WWW.RUSHRESIDENTIAL.COM

DISCLAIMER

Standard features listed above are preliminary and may change. Reported standard features are approximate and may vary by floor plan. Standard features and pricing is subject to change. Floor plans are a general representation and may vary from actual constructed floor plan. Standards vary depending on neighborhood. For more information, contact your Rush Residential sales representative. Rush Residential reserves the right to change the floor plan at any time.

1/19/17