

BUILDER ADDENDUM TO PURCHASE & SALE AGREEMENT

In reference to AGREEMENT OF SALE dated _____ between the Purchaser: _____ and the Seller: Evergreen Heights LLC, covering the real property commonly known as _____ and legally known as Lot _____, Evergreen Heights,

The undersigned Purchaser and Seller hereby agree to the following:

EMPLOYMENT STATUS It is hereby understood that the purchaser will not change employment status, pay rate (including overtime), or incur any additional debt during the period that the application for permanent financing is being processed. Any changes to these factors may adversely affect ratios, and thus cause a denial from the lender.

OWNERS' ASSOCIATION Purchaser has received a copy of the Covenants, Conditions and Restrictions (CC&R's) of Evergreen Heights Owners' Association, and hereby agrees to their content. Several restrictions to land use are expressed in the CC&R's and should be carefully reviewed.

After closing you will receive a bill from the homeowners' association if association fees were not collected at escrow. The invoice will equal 3 months dues to capitalize the Association's fund and prorated shares of that month's dues.

Monthly dues are \$49.50. Dues will be billed first time only and due quarterly thereafter without notice.

LIMITED WARRANTY Purchaser has been provided a sample "2-10" Home Buyers Warranty (HBW) limited warranty booklet and has read and understands the Member's warranty administered by Home Buyers Warranty Corporation. Purchaser agrees that, once the limited warranty is validated, all claims, disputes and controversies between Purchaser and Seller arising from or related to the Property, including but not limited to claims for defects in or to the Property, breach of contract, negligent or intentional misrepresentation or non-disclosure, and breach of any duty of the good faith and fair dealing, will be submitted to binding arbitration pursuant to the arbitration provisions contained in the booklet. The booklet is incorporated herein by reference and made a part of this Agreement. Validation of an HBW "2-10" warranty is not guaranteed, but is conditioned on the satisfactory completion of all required inspections, upon Member's compliance with all HBW's enrollment procedures, and upon Member remaining a member in good standing of the Limited Warranty Program. Purchaser understands and agrees that, if the above warranty is validated, it is provided by the Seller in lieu of all other warranties, oral agreements, or representations and Seller makes no warranty, express or implied as to quality, fitness for a particular purpose, merchantability, habitability or otherwise, except as is expressly set forth in the ten-year Limited Warranty Program. Purchaser understands and agrees the warranty of all appliances and other consumer products installed in the home are those of the manufacturer or supplier and same are assigned to Purchaser, effective on the date of closing. In any event, seller shall not be liable for any personal injury or other consequential or secondary damages and/or losses which may arise from or out of any and all defects.

Purchaser acknowledges that the seller makes no warranty, written or implied, that the subject property is being, or has been, built exactly according to available plans. Plans may be slightly altered, within building code, to allow for variety or to accommodate lot size/characteristics.

CHAPTER 64.50 RCW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST THE SELLER OR BUILDER OF YOUR HOME. FORTY-FIVE DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO THE SELLER OR BUILDER A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE YOUR SELLER OR BUILDER THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE SELLER OR BUILDER. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT.

The herein AGREEMENT, upon its execution by both parties, is herewith made an integral part of the aforementioned AGREEMENT OF SALE.

DATED: _____

DATED: _____

PURCHASER: _____

SELLER: _____

PURCHASER: _____