

Poplar Pointe, LLC

Seller's Addendum to Purchase and Sale Agreement ("SAPSA")

This agreement affects your legal rights. You are advised to seek legal advice before signing.

The following is an addendum to, and shall be included as part of the Purchase & Sale agreement dated _____, 20____ between Poplar Pointe, LLC ("Seller/Builder") and _____ ("Buyer") for the purchase of Unit # _____, in Poplar Pointe, a residential Townhouse development. Builder's Plan number # _____

Legally described as Lot____, of Lot 1 through 16, inclusive, and Tracts 997, 998, and 999, Poplar Pointe, according to the plat thereof recorded under Auditors File No. _____, records of Snohomish County, Washington; Situate in Snohomish County, Washington.

All parties understand that Poplar Pointe, LLC (Seller) has hired Jake'sD Corporation (Builder) to manage the construction of the homes.

APPLICABILITY: In the event of a conflict between this Addendum and any other contract documents, this Addendum shall supersede, preempt, and control unless the other document specifically references this SAPSA and states that it supersedes the provisions of the Addendum.

- 1. TITLE INSURANCE:** *At closing Seller shall provide a Standard Title Insurance policy through Chicago Title Insurance Company, located at 3002 Colby Ave, Everett WA 98201. Title Officer is Gary Kruick - (425) 258-3683 / gary.kruick@ctt.com. Buyer understands that Seller will receive a discounted Builder's rate for said policy. It is the Buyer's responsibility to review the title report and investigate any questions they may have until questions are deemed satisfied. Seller does not authorize Buyer's lender or Closing Agent to apply for the additional coverage provided with the "Homeowner's Policy of Title Insurance (ALTA 1998) unless Buyer agrees to pay for the additional cost.*
- 2. CLOSING AGENT:** *The Closing Agent for this transaction shall be Chicago Title Insurance Company located at 3002 Colby Ave, Everett WA 98201. Escrow Officer is Katie Brazel 425-258-3683 / Katie.Brazel@ctt.com. Buyer understands that the Seller shall receive a Builder's discounted Escrow rate. Buyer will pay the Buyer's normal Escrow fee.*
- 3. BUYER BONUS/LOAN COST PROVISIONS:** *Buyer may use lender of Buyer's choice. Should Buyer, however, choose to obtain their mortgage financing through Seller's Trusted Lender, Movement Mortgage, Inc., Jolene Messmer, then Buyer will receive a "BUYER BONUS" in the amount of \$2,000.00 from the Seller's Trusted Lender to be used towards Buyer's Settlement cost as described above.*

_____	Buyer	_____	Date	_____	Seller	_____	Date
_____	Buyer	_____	Date	_____	Seller	_____	Date

8. **COMMISSION:** No real estate commissions shall be paid on Buyer's closing costs, upgrades, and/or Seller concessions.
9. **COMPLETION DATE/CLOSING DATE:** Seller shall make every reasonable effort to complete the home on or prior to the closing date stated in the Purchase and Sale Agreement. Due to the nature of "New Construction", the Seller will not be held responsible for delays due to plat recordation, materials availability, subcontractor scheduling, weather conditions or other factors beyond Seller's control. In the event closing is delayed, the *Closing Date may be extended by a period not to exceed 20 business days, at Seller's sole discretion.* If Buyer does not close within said time frame, Seller may extend Closing Date or rescind this Purchase and Sale Agreement and retain all earnest monies per this Purchase and Sale Agreement, at Seller's sole option. In the event closing must be delayed (through no fault of Buyer or Buyer's Lender, etc.) beyond said timeframe, then Buyers may, at Buyer's option, rescind this contract within 3 days of notification of additional delay. All earnest monies will remain refundable and shall be returned to Buyer. Closing shall not be deemed to have occurred until Buyer's funds are available for immediate disbursement to Seller; at that time, keys will be turned over to Buyer. Seller reserves the right to show the Property to third parties before the Closing Date.

SPECIAL NOTE: In the event that Buyer is unable or unwilling to close on the Closing Date, due to no fault of the Builder or Seller, Seller, at Seller's sole discretion, may agree to extend the Closing Date and may impose a late fee to Buyer amounting to **\$300.00** per day for each day closing is delayed. Said late fee is due to Seller at Closing.

Buyer's Initials

Buyer's Initials

10. 2-10 HOME BUYERS WARRANTY (HBW):

- a. Seller will purchase and provide at no cost to Buyer, a home warranty from 2-10 Home Buyers Warranty Corporation as described in 2-10 Warranty Booklet version US_W.DS.Sv2_11_2023 provided by the listing Agent at (poplarpointeoffer.com).
- b. 2-10 HBW is administered by Home Buyers Warranty Corporation. The 2-10 HBW is a limited warranty that provides one-year workmanship, two years systems and ten-year qualifying structural defect coverage for certain construction defects in the subject home. As consideration for the 2-10 HBW, Buyer agrees to the provisions of this Addendum, which supersede any different or inconsistent provisions in the Purchase Contract. Buyer represents that they have been furnished with a copy of the 2-10 HBW and has had an opportunity to

Buyer _____ Date _____ Seller _____ Date

Buyer _____ Date _____ Seller _____ Date`

read and understand it, including the binding Arbitration Agreement contained in it, before signing this Addendum.

Any and all claims or disputes between Seller, Buyer, HBW and/or the Warranty insurer arising from or relating to the 2-10 HBW, for the subject home, including the real property on which it is situated, any common elements that the Buyer has an interest, or to the sale of the home, shall be submitted to binding arbitration with your choice of two different arbitration services, Construction Dispute Resolutions Services, LLC, or DeMars & Associates, Ltd., or some other mutually agreeable service. Any person in contractual privity with the Builder whom the Buyer contends is responsible for any construction defect in the Home shall be entitled to enforce this arbitration agreement. The Builder and Buyer agree that this agreement and arbitration provision involve and concern interstate commerce and are governed by the provisions of the Federal Arbitration Act (9 U.S.C. §§ 1-16), to the exclusion of any different or inconsistent state or local law, ordinance or judicial rule. The arbitration agreement in the 2-10 HBW booklet is incorporated in full herein. By signing this Addendum, Buyer(s) agrees to all terms of the arbitration agreement.

The foregoing warranties are in lieu of all other warranties, express or implied, including, but not limited to, warranties of merchantability and fitness for a particular purpose. Seller shall not be liable under any circumstances for any incidental, consequential or other damages arising from or on account of, such defects for the work, and the remedies herein are expressly agreed to be exclusive. Interior decorations, furnishings, and any other model units are displayed for illustration only and are excluded from this Agreement unless otherwise set forth in the plans and specifications.

- 11. NOTICE REQUIRED BY RCW 64.50.050.** Under state law (RCW Section 64.50.050) Seller is required to provide Buyer with a specified notice. That notice is printed below:
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 BUILDER OR SELLER. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT.

_____ Buyer _____ Date _____ Seller _____ Date
_____ Buyer _____ Date _____ Seller _____ Date`

12. REGARDING WARRANTY COMMUNICATION: All warranty questions or requests shall be submitted to 2-10 HBW “Frontline Warranty Service”, through the 2-10 HBW Portal. Portal information will be supplied at or about closing. This includes all 1-Year Workmanship, 2-Year Systems and 10-Year Structural inquires. The warranty team will answer all questions regarding warranty coverage and provide enhanced coordination to resolve any warranty issues requested by the Buyer.

13. MOLD/MILDEW: Buyer acknowledges that Seller has endeavored to prevent mold and mildew in the home as of the date of completion. Buyer has also been advised that it will be Buyer’s sole responsibility to protect the Property from mold and mildew after Buyer occupies the Property. Buyer agrees Seller will have no control over use or care of the Property, nor levels of humidity and moisture that may be allowed to exist in the Property following transfer of possession to Buyer. Accordingly, Buyer agrees Seller will not be liable for any actual, special, incidental or consequential damages based on any legal theory whatsoever, including, but not limited to, strict liability, breach of express or implied warranty, negligence or any other legal theory with respect to the presence and/or existence of molds, mildew and/or microscopic spores unless existing at the time Buyer obtains possession of the Property or unless caused by the sole negligence or willful misconduct of Seller. Except as provided in the preceding sentence, Buyer, on behalf of itself and its family members, tenant, invitees, and licensees, hereby releases Seller and Seller’s officers, directors, partners, members, successors and assigns from and against any and all claims, actions, damages, causes of action, liabilities and expenses (including without limitation attorneys’ fees and costs of enforcing this indemnity) for the property damage, injury or death resulting from the exposure to microscopic spores, mold and/or mildew and from any loss of resale value due to the presence and/or existence of mold, mildew and/or microscopic spores.

14. REPRESENTATIONS AND MATERIALS AND SITE CONSIDERATIONS: Seller and Seller’s broker make no representations as to the accuracy of Lot size or the exact square footage of the home. Seller will complete the home in a professional, workman-like manner according to Standard Building Practices and Local Codes. Seller reserves the right to modify elements such as pony walls, foundation walls, footing elevations and materials depending on material availability and individual site requirements without prior written notice, and this shall not constitute a breach of this agreement. Any substituted materials will be of equal or better quality. The specification of the model home may differ from the home being purchased. Buyer acknowledges that the information on the plans and renderings represent only an approximation of the scale and dimensions designated therein. The residence as built will be substantially similar to the plan, but the residence may differ to an extent consistent with Seller’s normal practices and tolerances. Seller makes no warranties or representations relating to any work to the property prior to Seller’s ownership and does not warrant any of the subdivision conditions such as, but not limited to, roads, curbs, drainage, sewer, cable availability, internet access,

____ Buyer _____ Date _____ Seller _____ Date
____ Buyer _____ Date _____ Seller _____ Date`

telephone access, mailboxes, etc. Seller shall have sole discretion to locate the home on the homesite observing curb appeal, driveway location, drainage considerations, existing trees, utilities and topography. The area within the clearing limit shall be graded for proper drainage to an approximate finished grade using materials available on site. In clearing the homesite, it is Seller’s normal policy to save as many trees as is reasonably possible. In some cases, however, trees will be removed due to their proximity to the home, their grade relationships to the home or their undue interference with construction of the home. Seller shall have sole discretion in such matters. Seller shall have the sole discretion regarding whether wood decking or concrete is used for any front porch and/or back patio/deck. Seller shall make this determination no sooner than after the foundation is completed and the “decking” of the first floor has been built or until such time as grading work can be completed, depending on the individual Lot topography.

Insulation Values per FTC Regulations:

Wall Insulation	R-Value	R-21
Floor Insulation	R-Value	R-38
Attic Insulation	R-Value	R-49
Slab Insulation	R-Value	R-10

15. NO VERBAL REPRESENTATIONS: It is natural during the course of a transaction for Buyer to have questions regarding their new home. In order for Buyer to receive responsible and authoritative answers, questions shall be presented only to Seller via Seller’s broker for answers. Buyer understands and agrees that field superintendents, subcontractors, suppliers and/or Real Estate Brokers are *not authorized to make representations for Seller*. Buyer is prohibited from asking questions or giving direction on site of/to ANY of the sub-contractors, workers or employees unless prior permission has been granted by Seller or Builder. All parties hereto agree that no verbal communication shall modify the written agreement and that the full understanding shall be limited to the written agreement together with any clarification made by Seller in writing.

16. PRE-CLOSING ORIENTATION:

- a. **BUYER’S INSPECTION:** If this agreement is conditioned upon an inspection performed by an inspector of Buyer’s choice, then NWMLS 35 is attached. Buyer’s inspection shall be performed and any requests for action by the Seller must be presented to the Seller’s Broker no fewer than 4 days prior to the “CUSTOMER ORIENTATION MEETING.” If the inspection identifies code deficiencies, then Seller shall have the opportunity to correct the deficiencies at Seller’s expense. Inspection results shall not constitute a legal reason to allow Buyer to void or cancel this Agreement except for code deficiencies, as defined by the *Uniform Building Code adopted by the local governmental jurisdiction and which Seller cannot or will not correct*. Although every effort will be made to complete

_____ Buyer _____ Date _____ Seller _____ Date
 _____ Buyer _____ Date _____ Seller _____ Date`

items related to corrective action prior to closing, there are some occasions where it is not reasonably possible. However, barring any circumstances from scheduling issues beyond the Seller's control, walk through items and/or inspection items will be taken care of within 30 days after closing. The completion of items related to corrective action (from either Buyer's inspection or Customer Orientation) shall not affect or delay closing of this transaction.

- b. **CUSTOMER ORIENTATION MEETING:** Prior to closing, a meeting shall be scheduled (*within normal business hours*) between Buyer and Seller or Seller's representative or Builder. This meeting should occur at least 10 business days before closing. The purpose of this orientation meeting is to familiarize the Buyer with mechanical systems, to review Warranty information and to examine and record any items that need to be repaired or completed. As an accommodation to Buyer any independent inspection performed on behalf of Buyer shall be reviewed in connection with the orientation meeting.

 Selling Broker Initials Buyer's Initials Buyer's Initials

- 17. KEYS:** Closing shall occur no earlier than five business days after customer orientation meeting unless waived by Seller, and be the date the sale has been recorded and proceeds are available to Seller. Keys will be available for Buyer to pick up after Closing Agent's notification to Listing Agent, Seller and Builder that closing has been accomplished.

NOTE that under no circumstances does Seller grant occupancy prior to closing.

- 18. UTILITIES:** Upon closing, Buyer shall assume responsibility for all utility fees and use charges of the property (from closing date forward), including but not limited to electricity, water, sewer, gas, cable, and garbage. Current vendors are:

Water:	ALDERWOOD WATER	(866) 899-1313
Garbage:	WASTE MANAGEMENT	(800) 592-9995
Recycling/Yard Waste:	WASTE MANAGEMENT	(800) 592-9995
Electricity:	SNOHOMISH PUD	(888) 225-5773
Cable, TV, Internet and Phone:	COMCAST	(800) 934-6489

 Buyer _____ Date _____ Seller _____ Date

 Buyer _____ Date _____ Seller _____ Date`

19. BUYER ON SITE: Due to Safety Codes and concerns. *Buyer may visit the home under construction only if they are accompanied by their Real Estate Broker. Builder and Seller request that Buyers visit the home after 5:00 p.m. or on the weekend when construction is not actually in progress.* Builder, Seller and Seller's Broker or representatives are hereby held harmless for any injuries sustained by Buyer and/or Buyer's representatives and/or guests while on the property. In addition, Buyer shall be responsible for any damage done or loss of property and/or material during visit.

20. NWMLS FORM NO. 17: State law (RCW Chapter 64.06) requires that the Seller provide a Real Property Transfer Disclosure Statement (commonly known as a Form 17) to the Buyer. Seller's Real Property Transfer Disclosure Statement (the "Statement") may reflect that Seller doesn't know the answers to some of the questions on that Statement. In any case, Buyer should investigate, to Buyer's complete satisfaction, all issues addressed in the Statement and all other issues that may be of interest to Buyer regarding the Improvements, the Property, and its surroundings. These issues may include, among others, pending or future building or other land use actions in the area, zoning laws, environmental and neighborhood issues, condition of the Property and all Improvements to the parcel on which the Property sits, Improvements and any other issues which may affect Buyer's interest in, purchase of and/or intended use of the Improvements and/or Property. Buyer agrees to use the three day right of rescission period contained within RCW Chapter 64.06 to investigate all of these matters. Buyer further agrees that, upon Buyer's waiver of the right to rescind this transaction consistent with RCW Chapter 64.06, Buyer will be conclusively deemed to have investigated and accepted all of these matters to Buyer's satisfaction.

21. FACSIMILE AND E-MAIL TRANSMISSION: All parties agree the email and/or facsimile transmission of any signed original document, and retransmission of any signed email or facsimile transmission, shall be the same as delivery of an original.

Seller's (Listing) Broker: **Bruce Lystad** / John L Scott Mill Creek Town Center
Homes NW Inc
15522 Main Street, Suite P104
Mill Creek, WA 98012

Contact: *Bruce Lystad*, Cell: (206) 750-7006 / Brucelystad@gmail.com

____ Buyer _____ Date _____ Seller _____ Date
____ Buyer _____ Date _____ Seller _____ Date`

22. POPLAR POINTE PROJECT DOCUMENTS

Poplar Pointe, A Unit Lot Subdivision, Lots 1-16, inclusive, and Tracts 997, 998 and 999, recorded under Auditor's file No. _____, records of Snohomish County, Washington.

Prior to, or upon Mutual Acceptance of this agreement, Buyer is advised to review all documents shown on Exhibit B, Buyer's Acknowledgement of the Purchase and Sale Agreement. It is Buyer's sole responsibility to obtain copies of these documents.

Buyer hereby acknowledges receipt of a copy of the Declaration of Covenants, Conditions, and Restrictions.

- a. Working Capital Assessment – Buyer will be required to pay a one-time Working Capital Assessment at closing of \$300.00.
- b. Initial Reserve Account Contribution – Buyer will be required to pay a one-time Initial Reserve Account Contribution at closing of \$300.00.

All parties certify that this original document has not been modified or changed from the original, as published by Seller, Builder or Listing Broker except as may be handwritten, specifically referenced, and agreed upon by all parties.

 Buyer's Signature Date

 Buyer's Signature Date

 Seller's Signature Date
 Poplar Pointe, LLC

 Selling Broker Date

 Listing Broker Date

 Buyer Date

 Buyer Date

 Seller Date

 Seller Date

Exhibit A

2-10 HOME BUYERS WARRANTY BOOKLET

____ Buyer _____ Date _____ Seller _____ Date
____ Buyer _____ Date _____ Seller _____ Date`