



**RESIDENTIAL PURCHASE AND SALE AGREEMENT**  
General Terms

a. **Purchase Price.** Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. The parties shall use caution when wiring funds to avoid potential wire fraud. Before wiring funds, the party wiring funds shall take steps to confirm any wire instructions via an independently verified phone number and other appropriate measures.

b. **Earnest Money.** Buyer shall deliver the Earnest Money by the Delivery Date listed in Specific Term 7 (2 days after mutual acceptance if not filled in) to the party holding the Earnest Money (Buyer Brokerage Firm or Closing Agent). If sent by mail, the Earnest Money must arrive at Buyer Brokerage Firm or Closing Agent by the Delivery Date. If the Earnest Money is held by Buyer Brokerage Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Buyer Brokerage Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Buyer Brokerage Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Buyer Brokerage Firm is over \$10,000.00 Buyer has the option to require Buyer Brokerage Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Buyer Brokerage Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Buyer Brokerage Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Buyer Brokerage Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.

Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04, Closing Agent shall deliver notice of the demand to the other party within 15 days. If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent consistent instructions to Closing Agent to disburse the earnest money or refrain from commencing an interpleader action for a specified period of time. Pursuant to RCW 4.28.080, the parties consent to service of the summons and complaint for an interpleader action by first class mail, postage prepaid at the party's usual mailing address or the address identified in this Agreement. If the Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the disbursement of the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing Agent includes a Buyer Brokerage Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof.

c. **Included Items.** Any of the following items, including items identified in Specific Term No. 5 if the corresponding box is checked, located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, drapes and all other window treatments; window and door screens; awnings; storm doors and windows; installed television antennas; ventilating, air conditioning and heating fixtures; trash compactor; garbage disposal; fireplace doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; and other fixtures; and all associated operating remote controls. Unless otherwise agreed, if any of the above items are leased or encumbered, Seller shall acquire clear title before Closing.

d. **Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Seller shall not convey or reserve any oil and/or mineral rights after mutual acceptance without Buyer's written consent. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title.

 08/29/2021  
Buyer's Initials                      Date

 08/29/2021  
Buyer's Initials                      Date

 08/30/2021  
Seller's Initials                      Date

\_\_\_\_\_  
Seller's Initials                      Date

**RESIDENTIAL PURCHASE AND SALE AGREEMENT**  
General Terms

**e. Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Homeowner's Policy of Title Insurance for One-to-Four Family Residence, from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. If the Title Insurance Company selected by the parties will not issue a Homeowner's Policy for the Property, the parties agree that the Title Insurance Company shall instead issue the then-current ALTA standard form Owner's Policy, together with homeowner's additional protection and inflation protection endorsements, if available. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Buyer Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in the Policy and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.

**f. Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. Seller shall deliver keys and garage door remotes to Buyer on the Closing Date or on the Possession Date, whichever occurs first. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is provided possession. Seller shall either repair or replace any system or appliance (including, but not limited to plumbing, heat, electrical, and all Included Items) that becomes inoperative or malfunctions prior to Closing with a system or appliance of at least equal quality. Buyer reserves the right to walk through the Property within 5 days of Closing to verify that Seller has maintained the Property and systems/appliances as required by this paragraph. Seller shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld. If possession transfers at a time other than Closing, the parties shall execute NWMLS Form 65A (Rental Agreement/Occupancy Prior to Closing) or NWMLS Form 65B (Rental Agreement/Seller Occupancy After Closing) (or alternative rental agreements) and are advised of the need to contact their respective insurance companies to assure appropriate hazard and liability insurance policies are in place, as applicable.

RCW 19.27.530 requires the seller of any owner-occupied single-family residence to equip the residence with a carbon monoxide alarm(s) in accordance with the state building code before a buyer or any other person may legally occupy the residence following the sale. RCW 43.44.110 requires the seller of a dwelling unit, that does not have at least one smoke detection device, to provide at least one smoke detection device in the unit before the buyer or any other person occupies the unit following a sale. The parties acknowledge that the Brokers are not responsible for ensuring that Seller complies with RCW 19.27.530 or RCW 43.44.110. Buyer and Seller shall hold the Brokers and their Firms harmless from any claim resulting from Seller's failure to install a carbon monoxide alarm(s) or smoke detector(s) in the Property.

**g. Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.

**h. Closing Costs and Prorations and Charges and Assessments.** Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides such statement to the Closing Agent. Seller shall pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 12, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent).

DC 08/29/2021      [Signature] 08/29/2021      DL 08/30/2021

Buyer's Initials      Date      Buyer's Initials      Date      Seller's Initials      Date      Seller's Initials      Date

**RESIDENTIAL PURCHASE AND SALE AGREEMENT**  
General Terms

Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No. 13.

**i. Sale Information.** Listing Broker and Buyer Broker are authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Broker and/or Buyer Broker, on request, any and all information and copies of documents concerning this sale.

**j. Seller Citizenship and FIRPTA.** Seller warrants that the identification of Seller's citizenship status for purposes of U.S. income taxation in Specific Term No. 14 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment in Real Property Tax Act ("FIRPTA") and provide the certification to the Closing Agent within 10 days of mutual acceptance. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

If Seller fails to provide the FIRPTA certification to the Closing Agent within 10 days of mutual acceptance, Buyer may give notice that Buyer may terminate the Agreement at any time 3 days thereafter (the "Right to Terminate Notice"). If Seller has not earlier provided the FIRPTA certification to the Closing Agent, Buyer may give notice of termination of this Agreement (the "Termination Notice") any time following 3 days after delivery of the Right to Terminate Notice. If Buyer gives the Termination Notice before Seller provides the FIRPTA certification to the Closing Agent, this Agreement is terminated and the Earnest Money shall be refunded to Buyer.

**k. Notices and Delivery of Documents.** Any notice related to this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by Buyer Broker, or at the licensed office of Buyer Broker. Documents related to this Agreement, such as NWMLS Form 17, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Buyer Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice.

Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Buyer Broker and Buyer Brokerage Firm or both Listing Broker and Listing Brokerage Firm at the e-mail addresses specified on page one of this Agreement; or (ii) Buyer Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document.

**l. Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. When counting backwards from Closing, any period of time measured in days shall start on the day prior to Closing and if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day, moving forward, that is not a Saturday, Sunday or legal holiday (e.g. Monday or Tuesday). If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.

**m. Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.

 08/29/2021  
Buyer's Initials                      Date

 08/29/2021  
Buyer's Initials                      Date

 08/30/2021  
Seller's Initials                      Date

\_\_\_\_\_  
Seller's Initials                      Date

**RESIDENTIAL PURCHASE AND SALE AGREEMENT**  
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- n. **Assignment.** Buyer may not assign this Agreement, or Buyer’s rights hereunder, without Seller’s prior written consent, unless the parties indicate that assignment is permitted by the addition of “and/or assigns” on the line identifying the Buyer on the first page of this Agreement. 167-169
- o. **Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 8, shall apply: 170-171
  - i. **Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure. 172-173
  - ii. **Seller’s Election of Remedies.** Seller may, at Seller’s option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller’s actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity. 174-177
- p. **Professional Advice and Attorneys’ Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys’ fees and expenses. 178-182
- q. **Offer.** This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, by the other party’s broker, or at the licensed office of the other party’s broker pursuant to General Term k. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 183-186
- r. **Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller’s name and Seller’s warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, the other party’s broker, or at the licensed office of the other party’s broker pursuant to General Term k. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 187-192
- s. **Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn. 193-195
- t. **Agency Disclosure.** Buyer Brokerage Firm, Buyer Brokerage Firm’s Designated Broker, Buyer Broker’s Branch Manager (if any) and Buyer Broker’s Managing Broker (if any) represent the same party that Buyer Broker represents. Listing Brokerage Firm, Listing Brokerage Firm’s Designated Broker, Listing Broker’s Branch Manager (if any), and Listing Broker’s Managing Broker (if any) represent the same party that the Listing Broker represents. If Buyer Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Buyer Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled “The Law of Real Estate Agency.” 196-204
- u. **Commission.** Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Brokerage Firm’s commission shall be apportioned between Listing Brokerage Firm and Buyer Brokerage Firm as specified in the listing. Seller and Buyer hereby consent to Listing Brokerage Firm or Buyer Brokerage Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Brokerage Firm and Buyer Brokerage Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or Buyer Brokerage Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys’ fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement. 205-212
- v. **Cancellation Rights/Lead-Based Paint.** If a residential dwelling was built on the Property prior to 1978, and Buyer receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter. 213-215
- w. **Information Verification Period.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Brokerage Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 216-219

DL	08/29/2021	[Signature]	08/29/2021	DL	08/30/2021		
Buyer’s Initials	Date	Buyer’s Initials	Date	Seller’s Initials	Date	Seller’s Initials	Date

**RESIDENTIAL PURCHASE AND SALE AGREEMENT**  
General Terms

x. **Property Condition Disclaimer.** Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. In addition, some properties may contain soil or other contamination that is not readily apparent and may be hazardous. Brokers do not have the expertise to identify or assess defective or hazardous products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective or hazardous materials and conditions and evaluate the Property as there may be defects and hazards that may only be revealed by careful inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, fire, flood, earthquake, landslide, and other available coverage. Buyer acknowledges that local ordinances may restrict short term rentals of the Property. Buyer and Seller acknowledge that home protection plans may be available which may provide additional protection and benefit to Buyer and Seller. Brokers may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers.

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 08/29/2021  
Buyer's Initials                      Date

 08/29/2021  
Buyer's Initials                      Date

 08/30/2021  
Seller's Initials                      Date

\_\_\_\_\_  
Seller's Initials                      Date

**FINANCING ADDENDUM TO  
PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated August 28, 2021  
between Devon Nathaniel Campbell Tiffany Susanne Sewell Campbell ("Buyer")  
Buyer Buyer  
and DL Builders ("Seller")  
Seller Seller  
concerning 4407 42nd Ave SW C Seattle WA 98116 (the "Property").  
Address City State Zip

**1. LOAN APPLICATION.**

**a. Loan Application.** This Agreement is contingent on Buyer obtaining the following type of loan or loans to purchase the Property (the "Loan(s)"):  Conventional First;  Conventional Second;  Bridge;  VA;  FHA;  USDA;  Home Equity Line of Credit;  Other \_\_\_\_\_ (the "Financing Contingency"). Buyer shall pay  \$ \_\_\_\_\_; or  20 % of the Purchase Price down, in addition to the Loans. Buyer shall make application for the Loans to pay the balance of the Purchase Price and pay the application fee, if required, for the subject Property within \_\_\_\_\_ days (5 days if not filled in) after mutual acceptance of this Agreement. For the purposes of this Addendum, "application" means the submission of Buyer's financial information for the purposes of obtaining an extension of credit including Buyer's name, income, social security number (if required), the Property address, purchase price, and the loan amount. If not waived, the Financing Contingency shall survive the Closing Date.

**b. Waiver of Financing Contingency.** If Buyer (i) fails to make application for financing for the Property within the agreed time; (ii) changes the type of loan at any time without Seller's prior written consent; or (iii) changes the lender without Seller's prior written consent after the agreed upon time to apply for financing expires, then the Financing Contingency shall be deemed waived. Buyer's waiver of the Financing Contingency under this Paragraph 1(b) also constitutes waiver of Paragraph 5 (Appraisal Less Than Sales Price). For purposes of this Addendum, "lender" means either the party to whom the application was submitted or the party funding the loan. Buyer authorizes Listing Broker and Seller to inquire about the status of Buyer's loan approval with lender any time prior to Closing. Buyer will execute an authorization form, if required by lender, to accomplish the same.

**2. FINANCING CONTINGENCY.** Select "a" or "b" ("a" if neither is selected).

**a.  Seller's Notice to Perform.**

- i. **Notice to Perform.** At any time 25 days (21 days if not filled in) after mutual acceptance, Seller may give "Notice to Perform" requesting that Buyer waive the Financing Contingency and that Seller may give notice to terminate the Agreement at any time 3 days after delivery of that notice if Buyer does not earlier waive the Financing Contingency. NWMLS Form 22AR shall be used for this notice.
- ii. **Notice of Termination.** If Buyer has not previously waived the Financing Contingency, Seller may give "Notice of Termination" of this Agreement any time 3 days after delivery of Notice to Perform. If Seller gives Notice of Termination before Buyer has waived the Financing Contingency, this Agreement is terminated and the Earnest Money shall be refunded to Buyer. NWMLS Form 22AR shall be used for this notice.
- iii. **Appraisal Less Than Sales Price.** Buyer's waiver of the Financing Contingency under this Paragraph 2(a)  will; or  will not (will not, if not filled in) constitute waiver of Paragraph 5 (Appraisal Less Than Sales Price).

**b.  Automatic Waiver of Financing Contingency.**

- i. **Waiver.** The Financing Contingency shall conclusively be deemed waived unless within \_\_\_\_\_ days (21 days if not filled in) after mutual acceptance, Buyer gives notice of termination of this Agreement. If Buyer gives timely notice of termination, the Earnest Money shall be refunded to Buyer after Buyer delivers written confirmation from Buyer's lender as required by Paragraph 4.
- ii. **Appraisal Less Than Sales Price.** Buyer's waiver of the Financing Contingency under this Paragraph 2(b)  will; or  will not (will not, if not filled in) constitute waiver of Paragraph 5 (Appraisal Less Than Sales Price).

DC 08/29/2021  
Buyer's Initials Date

DL 08/29/2021  
Buyer's Initials Date

DL 08/30/2021  
Seller's Initials Date

**FINANCING ADDENDUM TO  
PURCHASE & SALE AGREEMENT**

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Northwest Multiple Listing Service  
ALL RIGHTS RESERVED

*DL*

08/30/2021

**\$5,000 (Five Thousand)**

3. **LOAN COST PROVISIONS.** Seller shall pay up to  ~~\$10,000.00~~ **\$5,000 (Five Thousand)**; or  \_\_\_\_\_ % of the Purchase Price (\$0.00 if not filled in), which shall be applied to Buyer's Loan(s) and settlement costs, including prepaids, loan discount, loan fee, interest buy down, financing, closing or other costs allowed by lender. That amount shall include the following costs that lender is prohibited from collecting from Buyer: (a) up to \$300.00 for Buyer's Loan(s) and settlement costs for FHA/USDA/VA loans; and (b) unless agreed otherwise below, Buyer's share of the escrow fee for a VA loan. Seller shall pay the costs for (a) and (b), even if the amount agreed upon in this Paragraph 3 is insufficient to pay for those costs. If checked,  Buyer shall pay Buyer's share of the escrow fee for the VA loan (note that VA regulations prohibit Buyer from paying loan and settlement costs exceeding one percent of the amount of the loan).

4. **EARNEST MONEY.** If Buyer has not waived the Financing Contingency, and is unable to obtain financing by Closing after a good faith effort then, on Buyer's notice, this Agreement shall terminate. The Earnest Money shall be refunded to Buyer after lender confirms in writing (a) the date Buyer's loan application for the Property was made, including a copy of the loan estimate that was provided to Buyer; (b) that Buyer possessed sufficient funds to close (e.g. down payment, closing costs, etc.); and (c) the reasons Buyer was unable to obtain financing by Closing. If Seller terminates this Agreement, the Earnest Money shall be refunded without need for such confirmation.

5. **APPRAISAL LESS THAN SALE PRICE.**

a. **Notice of Low Appraisal.** If lender's appraised value of the Property is less than the Purchase Price, Buyer may, within 3 days after receipt of a copy of lender's appraisal, give notice of low appraisal, which shall include a copy of lender's appraisal. NWMLS Form 22AN may be used for the notices in this Paragraph 5.

b. **Seller's Response.** Seller shall, within 10 days after Buyer's notice of low appraisal, give notice of:

i. A reappraisal or reconsideration of value, at Seller's expense, by the same appraiser or another appraiser acceptable to lender, in an amount not less than the Purchase Price. Buyer shall promptly seek lender's approval of such reappraisal or reconsideration of value. The parties are advised that lender may elect not to accept a reappraisal or reconsideration of value;

ii. Seller's consent to reduce the Purchase Price to an amount not more than the amount specified in the appraisal or reappraisal by the same appraiser, or an appraisal by another appraiser acceptable to lender, whichever is higher. (This provision is not applicable if this Agreement is conditioned on FHA, VA, or USDA financing. FHA, VA, and USDA financing does not permit the Buyer to be obligated to buy if the Seller reduces the Purchase Price to the appraised value. Buyer, however, has the option to buy at the reduced price.);

iii. Seller's proposal to reduce the Purchase Price to an amount more than the amount specified in the appraisal and for Buyer to pay the necessary additional funds (the amount the reduced Purchase Price exceeds the appraised value) to close the sale; or

iv. Seller's rejection of Buyer's notice of low appraisal.

If Seller timely delivers notice of (i) reappraisal or reconsideration of value; or (ii) consent to reduce the Purchase Price to an amount not more than the amount specified in the appraisal (except for FHA, VA, or USDA financing), and lender accepts Seller's response, then Buyer shall be bound by Seller's response.

c. **Buyer's Reply.**

i. Buyer shall have 3 days from either Seller's notice of rejection of low appraisal or, if Seller fails to respond, the day Seller's response period ends, whichever is earlier, to (a) waive the Financing Contingency; or (b) terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer.

ii. If Seller proposes to reduce the Purchase Price to an amount more than the appraised value, Buyer shall have 3 days to (a) accept and represent that Buyer has sufficient funds to close the sale in accordance with this provision; or (b) terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer.

iii. If Seller consents to reduce the Purchase Price to an amount not more than the appraised value for FHA, VA, or USDA financing, Buyer shall have 3 days to (a) give notice that Buyer will buy at the reduced price; or (b) terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer.

Buyer's inaction during this reply period shall result in termination of the Agreement and return of the Earnest Money to Buyer. The Closing Date shall be extended as necessary to accommodate the foregoing times for notices.

*DL* 08/29/2021  
Buyer's Initials Date

*DL* 08/29/2021  
Buyer's Initials Date

*DL* 08/30/2021  
Seller's Initials Date

\_\_\_\_\_  
Seller's Initials Date

**FINANCING ADDENDUM TO  
PURCHASE & SALE AGREEMENT**

- 6. **INSPECTION.** Seller shall permit inspections required by lender, including but not limited to structural, pest, heating, plumbing, roof, electrical, septic, and well inspections. Seller is not obligated to pay for such inspections unless otherwise agreed. 94-96
- 7. **FHA/VA/USDA - Appraisal Certificate.** If this Agreement is contingent on Buyer obtaining FHA, VA, or USDA financing, notwithstanding any other provisions of this Agreement, Buyer is not obligated to complete the purchase of the Property unless Buyer has been given in accordance with HUD/FHA, VA, or USDA requirements a written statement by FHA, VA, USDA or a Direct Endorsement lender, setting forth the appraised value of the Property (excluding closing costs). Seller and Buyer shall execute a document setting forth the prior provision, or similar provision, known as the FHA, VA, or USDA amendatory clause, as required by lender. Buyer shall pay the costs of any appraisal. If the appraised value of the Property is less than the Purchase Price, Buyer may give the notice of low appraisal in Paragraph 5. 97-104
- Purpose of Appraisal.** The appraised valuation is arrived at only to determine the maximum mortgage FHA, VA, or USDA will insure. FHA, VA, or USDA do not warrant the value or the condition of the Property. Buyer agrees to satisfy himself/herself that the price and condition of the Property are acceptable. 105-107
- 8. **VA Amendatory Clause.** If the Buyer is obtaining VA financing, it is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the property described herein, if the contract purchase price or cost exceeds the reasonable value of the property established by the Department of Veterans Affairs. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs. 108-113
- 9. **EXTENSION OF CLOSING.** If, through no fault of Buyer, lender is required by 12 CFR 1026 to give corrected disclosures to Buyer due to (a) a change in the Annual Percentage Rate ("APR") of Buyer's Loan(s) by .125% or more for a fixed rate loan or .250% or more for an adjustable rate loan; (b) a change in the loan product; or (c) the addition of a prepayment penalty, then upon notice from Buyer, the Closing Date shall be extended for up to 4 days to accommodate the requirements of Regulation Z of the Truth in Lending Act. This paragraph shall survive Buyer's waiver of this Financing Contingency. 114-119

 08/29/2021  
Buyer's Initials Date

 08/29/2021  
Buyer's Initials Date

 08/30/2021  
Seller's Initials Date

\_\_\_\_\_  
Seller's Initials Date

**OPTIONAL CLAUSES ADDENDUM TO  
PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated August 28, 2021 1  
between Devon Nathaniel Campbell Tiffany Susanne Sewell Campbell ("Buyer") 2  
Buyer Buyer  
and DL Builders ("Seller") 3  
Seller Seller  
concerning 4407 42nd Ave SW C Seattle WA 98116 (the "Property"). 4  
Address City State Zip

**CHECK IF INCLUDED:** 5

- 1.  **Square Footage/Lot Size/Encroachments.** The Listing Broker and Buyer Broker make no representations concerning: (a) the lot size or the accuracy of any information provided by the Seller; (b) the square footage of any improvements on the Property; (c) whether there are any encroachments (fences, rockeries, buildings) on the Property, or by the Property on adjacent properties. Buyer is advised to verify lot size, square footage and encroachments to Buyer's own satisfaction. 6-9
- 2. **Title Insurance.** The Title Insurance clause in the Agreement provides Seller is to provide the then-current ALTA form of Homeowner's Policy of Title Insurance. The parties have the option to provide less coverage by selecting a Standard Owner's Policy or more coverage by selecting an Extended Coverage Policy: 11-13
  - Standard Owner's Coverage.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Owner's Policy of Title Insurance, together with homeowner's additional protection and inflation protection endorsements, if available at no additional cost, rather than the Homeowner's Policy of Title Insurance. 14-17
  - Extended Coverage.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense to apply for an ALTA or comparable Extended Coverage Policy of Title Insurance, rather than the Homeowner's Policy of Title Insurance. Buyer shall pay the increased costs associated with the Extended Coverage Policy, including the excess premium over that charged for Homeowner's Policy of Title Insurance and the cost of any survey required by the title insurer. 18-22
- 3.  **Seller Cleaning.** Seller shall clean the interiors of any structures and remove all trash, debris and rubbish from the Property prior to Buyer taking possession. 23-24
- 4.  **Personal Property.** Unless otherwise agreed, Seller shall remove all personal property from the Property not later than the Possession Date. Any personal property remaining on the Property thereafter shall become the property of Buyer, and may be retained or disposed of as Buyer determines. 25-27
- 5.  **Utilities.** To the best of Seller's knowledge, Seller represents that the Property is connected to: 28
  - public water main;  public sewer main;  septic tank;  well (specify type) \_\_\_\_\_; 29
  - irrigation water (specify provider) \_\_\_\_\_;  natural gas;  telephone;  electricity; 30
  - cable (specify provider) \_\_\_\_\_;  internet (specify provider) \_\_\_\_\_; 31
  - other \_\_\_\_\_ . 32
- 6.  **Insulation - New Construction.** If this is new construction, Federal Trade Commission Regulations require the following to be filled in. If insulation has not yet been selected, FTC regulations require Seller to furnish Buyer the information below in writing as soon as available: 33-35
  - WALL INSULATION: TYPE: \_\_\_\_\_ THICKNESS: \_\_\_\_\_ R-VALUE: \_\_\_\_\_ 36
  - CEILING INSULATION: TYPE: \_\_\_\_\_ THICKNESS: \_\_\_\_\_ R-VALUE: \_\_\_\_\_ 37
  - OTHER INSULATION DATA: \_\_\_\_\_ 38

DC 08/29/2021  
Buyer's Initials Date

TS 08/29/2021  
Buyer's Initials Date

DL 08/30/2021  
Seller's Initials Date

\_\_\_\_\_  
Seller's Initials Date

**OPTIONAL CLAUSES ADDENDUM TO  
PURCHASE & SALE AGREEMENT**

*Continued*

7.  **Leased Property Review Period and Assumption.** Buyer acknowledges that Seller leases the following items of personal property that are included with the sale:  propane tank;  security system;  satellite dish and operating equipment;  other \_\_\_\_\_.

Seller shall provide Buyer a copy of the lease for the selected items within \_\_\_\_\_ days (5 days if not filled in) of mutual acceptance. If Buyer, in Buyer's sole discretion, does not give notice of disapproval within \_\_\_\_\_ days (5 days if not filled in) of receipt of the lease(s) or the date that the lease(s) are due, whichever is earlier, then this lease review period shall conclusively be deemed satisfied (waived) and at Closing, Buyer shall assume the lease(s) for the selected item(s) and hold Seller harmless from and against any further obligation, liability, or claim arising from the lease(s), if the lease(s) can be assumed. If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

8.  **Homeowners' Association Review Period.** If the Property is subject to a homeowners' association or any other association, then Seller shall, at Seller's expense, provide Buyer a copy of the following documents (if available from the Association) within \_\_\_\_\_ days (10 days if not filled in) of mutual acceptance:

- a. Association rules and regulations, including, but not limited to architectural guidelines;
- b. Association bylaws and covenants, conditions, and restrictions (CC&Rs);
- c. Association meeting minutes from the prior two (2) years;
- d. Association Board of Directors meeting minutes from the prior six (6) months; and
- e. Association financial statements from the prior two (2) years and current operating budget.

If Buyer, in Buyer's sole discretion, does not give notice of disapproval within \_\_\_\_\_ days (5 days if not filled in) of receipt of the above documents or the date that the above documents are due, whichever is earlier, then this homeowners' association review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

9.  **Homeowners' Association Transfer Fee.** If there is a transfer fee imposed by the homeowners' association or any other association (e.g. a "move-in" or "move-out" fee), the fee shall be paid by the party as provided for in the association documents. If the association documents do not provide which party pays the fee, the fee shall be paid by  Buyer;  Seller (Seller if not filled in).

10.  **Excluded Item(s).** The following item(s), that would otherwise be included in the sale of the Property, is excluded from the sale ("Excluded Item(s)"). Seller shall repair any damage to the Property caused by the removal of the Excluded Item(s). Excluded Item(s):

11.  **Home Warranty.** Buyer and Seller acknowledge that home warranty plans are available which may provide additional protection and benefits to Buyer and Seller. Buyer shall order a one-year home warranty as follows:

- a. Home warranty provider: \_\_\_\_\_
- b. Seller shall pay up to \$ \_\_\_\_\_ (\$0.00 if not filled in) of the cost for the home warranty, together with any included options, and Buyer shall pay any balance.
- c. Options to be included: \_\_\_\_\_ (none, if not filled in).

d. Other: \_\_\_\_\_

12.  **Other.**

Seller to install washer/dryer/~~AC split units~~/ shower curtain bars before closing

Licensed and bonded contractor to install a continuous railing (without gaps) from bottom to top of all stairs within the property.

 08/29/2021

 08/29/2021

 08/30/2021

Buyer's Initials      Date      Buyer's Initials      Date      Seller's Initials      Date      Seller's Initials      Date

**IDENTIFICATION OF UTILITIES  
ADDENDUM TO PURCHASE AND SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated August 28, 2021 1  
between Devon Nathaniel Campbell Tiffany Susanne Sewell Campbell ("Buyer") 2  
Buyer Buyer  
and DL Builders ("Seller") 3  
Seller Seller  
concerning 4407 42nd Ave SW C Seattle WA 98116 (the "Property"). 4  
Address City State Zip

Pursuant to RCW 60.80, Buyer and Seller request the Closing Agent to administer the disbursement of closing funds 5  
necessary to satisfy unpaid utility charges, if any, affecting the Property. The names and addresses of all utilities 6  
providing service to the Property and having lien rights are as follows: 7

WATER DISTRICT: 8

Name e-mail or website (optional) 8  
Address 9  
City, State, Zip Fax. No. (optional) 10

SEWER DISTRICT: 11

Name e-mail or website (optional) 12  
Address 13  
City, State, Zip Fax. No. (optional) 14

IRRIGATION DISTRICT: 14

Name e-mail or website (optional) 15  
Address 16  
City, State, Zip Fax. No. (optional) 17

GARBAGE: 17

Name e-mail or website (optional) 18  
Address 19  
City, State, Zip Fax. No. (optional) 20

ELECTRICITY: 20

Name e-mail or website (optional) 21  
Address 22  
City, State, Zip Fax. No. (optional) 23

GAS: 23

Name e-mail or website (optional) 24  
Address 25  
City, State, Zip Fax. No. (optional) 26

SPECIAL DISTRICT(S): 26  
(local improvement districts or utility local improvement districts)

Name e-mail or website (optional) 27  
Address 28  
City, State, Zip Fax. No. (optional) 29

If the above information has not been filled in at the time of mutual acceptance of this Agreement, then (1) 29  
within \_\_\_\_\_ days (5 if not filled in) of mutual acceptance of this Agreement, Seller shall provide the Listing 30  
Broker or Buyer Broker with the names and addresses of all utility providers having lien rights affecting the Property 31  
and (2) Buyer and Seller authorize Listing Broker or Buyer Broker to insert into this Addendum the names and 32  
addresses of the utility providers identified by Seller. 33

Nothing in this Addendum shall be construed to diminish or alter the Seller's obligation to pay all utility charges 34  
(including unbilled charges). Buyer understands that the Listing Broker and Buyer Broker are not responsible for, or 35  
to insure payment of, Seller's utility charges. 36

DL 08/29/2021 [Signature] 08/29/2021 [Signature] 08/30/2021 \_\_\_\_\_  
Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

**INSPECTION ADDENDUM TO  
PURCHASE AND SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated August 28, 2021 1  
between Devon Nathaniel Campbell Tiffany Susanne Sewell Campbell ("Buyer") 2  
Buyer Buyer  
and DL Builders ("Seller") 3  
Seller Seller  
concerning 4407 42nd Ave SW C Seattle WA 98116 (the "Property"). 4  
Address City State Zip

1. **INSPECTION CONTINGENCY.** This Agreement is conditioned on Buyer's subjective satisfaction with 5  
inspections of the Property and the improvements on the Property. Buyer's inspections may include, at Buyer's 6  
option and without limitation, the structural, mechanical and general condition of the improvements to the 7  
Property, compliance with building and zoning codes, an inspection of the Property for hazardous materials, a 8  
pest inspection, and a soils/stability inspection. Buyer's general home inspection must be performed by Buyer or 9  
a person licensed under RCW 18.280. Buyer may engage specialists (e.g. plumbers, electricians, roofers, etc.) 10  
to conduct further inspections of the Property. 11

a. **Sewer Inspection.** Buyer's inspection of the Property  may;  may not (may, if not checked) include an 12  
inspection of the sewer system, which may include a sewer line video inspection and assessment and may 13  
require the inspector to remove toilets or other fixtures to access the sewer line. 14

2. **BUYER'S OBLIGATIONS.** All inspections are to be (a) ordered by Buyer, (b) performed by inspectors of Buyer's 15  
choice, and (c) completed at Buyer's expense. Buyer shall not alter the Property or any improvements on the 16  
Property without first obtaining Seller's permission. Buyer is solely responsible for interviewing and selecting all 17  
inspectors. Buyer shall restore the Property and all improvements on the Property to the same condition they 18  
were in prior to the inspection. Buyer shall be responsible for all damages resulting from any inspection of the 19  
Property performed on Buyer's behalf. 20

3. **BUYER'S NOTICE.** This inspection contingency shall conclusively be deemed waived and Seller shall not be 21  
obligated to make any repairs or modifications unless within 3 days (10 days if not filled in) after mutual 22  
acceptance of this Agreement (the "Initial Inspection Period"), Buyer gives notice (a) approving the inspection and 23  
waiving this contingency; (b) disapproving the inspection and terminating the Agreement; (c) that Buyer will conduct 24  
additional inspections; or (d) proposing repairs to the property or modifications to the Agreement. If Buyer 25  
disapproves the inspection and terminates the Agreement, the Earnest Money shall be refunded to Buyer. If Buyer 26  
proposes repairs to the property or modifications to the Agreement, including adjustments to the purchase price or 27  
credits for repairs to be performed after Closing, the parties shall negotiate as set forth in Paragraph 6, below. The 28  
parties may use NWMLS Form 35R to give notices required by this Addendum. 29

4. **INSPECTION REPORT.** Buyer shall not provide the inspection report, or portions of the report, to Seller, unless 30  
Seller requests otherwise or as required by Paragraph 5. 31

a. **Waiver of Contingency by Buyer.** If Buyer provides any portion of the inspection report to Seller without 32  
Seller's prior written consent or as required by Paragraph 5, the inspection contingency shall conclusively be 33  
deemed waived. 34

b. **Seller Consent.** The selection of either checkbox below by Seller shall not be considered a counteroffer. 35

Seller requests that Buyer provide the inspection report to Seller. 36

If Buyer requests repairs or modifications to the Agreement, Seller requests that Buyer provide to Seller 37  
only the portions of the inspection report related to the requested repairs or modifications to the 38  
Agreement. 39

5. **ADDITIONAL TIME FOR INSPECTIONS.** If an inspector so recommends, Buyer shall have additional time to 40  
obtain further evaluation of any item by a specialist at Buyer's option and expense if, on or before the end of the 41  
Initial Inspection Period, Buyer provides Seller a copy of the inspector's recommendation and notice that Buyer 42  
will seek additional inspections. If Buyer gives timely notice of additional inspections, Buyer shall have 43  
                     (5 days if not filled in) after giving the notice to obtain the additional inspection(s) as recommended 44  
by the inspector. 45

 08/29/2021  
Buyer's Initials Date

 08/29/2021  
Buyer's Initials Date

 08/30/2021  
Seller's Initials Date

\_\_\_\_\_  
Seller's Initials Date

**INSPECTION ADDENDUM  
TO PURCHASE AND SALE AGREEMENT**

*Continued*

**6. BUYER'S REQUESTS FOR REPAIRS OR MODIFICATIONS.** If Buyer requests repairs or modifications pursuant to Paragraph 3, the parties shall negotiate as set forth in this Paragraph 6. Buyer's initial request and Seller's response made in accordance with the following procedures are irrevocable for the time period provided.

**a. Seller's Response to Request for Repairs or Modifications.** Seller shall have \_\_\_\_\_ days (3 days if not filled in) after receipt of Buyer's request for repairs or modifications to give notice that Seller (i) agrees to the repairs or modifications proposed by Buyer; (ii) agrees to some of the repairs or modifications proposed by Buyer; (iii) rejects all repairs or modifications proposed by Buyer; or (iv) offers different or additional repairs or modifications. If Seller agrees to the terms of Buyer's request for repairs or modifications, this contingency shall be satisfied and Buyer's Reply shall not be necessary. If Seller does not agree to all of Buyer's repairs or modifications, Buyer shall have an opportunity to reply, as follows:

**b. Buyer's Reply.** If Seller does not agree to all of the repairs or modifications proposed by Buyer, Buyer shall have \_\_\_\_\_ days (3 days if not filled in) from either the day Buyer receives Seller's response or, if Seller fails to timely respond, the day Seller's response period ends, whichever is earlier, to (i) accept the Seller's response at which time this contingency shall be satisfied; (ii) agree with the Seller on other remedies; or (iii) disapprove the inspection and terminate the Agreement, in which event, the Earnest Money shall be refunded to Buyer.

**ATTENTION BUYER:** These time periods for negotiating repairs or modifications shall not repeat. The parties must either reach a written agreement or Buyer must terminate this Agreement by the Buyer's Reply deadline set forth in Paragraph 6(b). Buyer's inaction during Buyer's reply period shall result in waiver of this inspection condition, in which case Seller shall not be obligated to make any repairs or modifications whatsoever and this contingency shall be deemed waived.

**7. REPAIRS.** If Seller agrees to make the repairs proposed by Buyer, then repairs shall be accomplished at Seller's expense in a commercially reasonable manner and in accordance with all applicable laws no fewer than \_\_\_\_\_ days (3 days if not filled in) prior to the Closing Date. In the case of hazardous materials, "repair" means removal or treatment (including but not limited to removal or, at Seller's option, decommissioning of any oil storage tanks) of the hazardous material at Seller's expense as recommended by and under the direction of a professional selected by Seller. Seller's repairs are subject to re-inspection and approval, prior to Closing, by the inspector who recommended the repair, if Buyer elects to order and pay for such re-inspection. If Buyer agrees to pay for any repairs prior to Closing, the parties are advised to seek the counsel of an attorney to review the terms of that agreement.

**8. OIL STORAGE TANKS.** Any inspection regarding oil storage tanks or contamination from such tanks shall be limited solely to determining the presence or non-presence of oil storage tanks on the Property, unless otherwise agreed in writing by Buyer and Seller.

**9. ON-SITE SEWAGE DISPOSAL SYSTEMS ADVISORY.** Buyer is advised that on-site sewage disposal systems, including "septic systems," are subject to strict governmental regulation and occasional malfunction and even failure. Buyer is advised to consider conducting an inspection of any on-site sewage system in addition to the inspection of the Property provided by this Form 35 by including an appropriate on-site sewage disposal inspection contingency such as NWMLS Form 22S (Septic Addendum).

**10.  NEIGHBORHOOD REVIEW CONTINGENCY.** If the box is checked, Buyer's inspection includes Buyer's subjective satisfaction that the conditions of the neighborhood in which the Property is located are consistent with the Buyer's intended use of the Property (the "Neighborhood Review"). The Neighborhood Review may include Buyer's investigation of the schools, proximity to bus lines, availability of shopping, traffic patterns, noise, parking and investigation of other neighborhood, environmental and safety conditions the Buyer may determine to be relevant in deciding to purchase the Property. If Buyer does not give notice of disapproval of the Neighborhood Review within \_\_\_\_\_ (3 days if not filled in) of mutual acceptance of the Agreement, then this Neighborhood Review condition shall conclusively be deemed satisfied (waived). If Buyer gives a timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

 08/29/2021  
Buyer's Initials Date

 08/29/2021  
Buyer's Initials Date

 08/30/2021  
Seller's Initials Date

\_\_\_\_\_  
Seller's Initials Date

**DL Builders , LLC  
BUILDER'S ADDENDUM  
(COMPLETED HOME)**

THIS ADDENDUM is dated this 30th day of August, 2021, between DL Builders LLC, a Washington LLC ("Seller") and Devon & Tiffany Campbell ("Buyer") and amends that certain Residential Real Estate Purchase and Sale Agreement (NWMLS Form 21) and Addendum(s) attached thereto between Seller and Buyer dated August 29, 21, (the "Agreement") for the purchase of the new Home located at 4407-C 42nd Ave SW (the "Property").

1. **Renderings and Illustrations:** Buyer acknowledges that the renderings of elevations and floor plans and other descriptive information provided by Seller are for illustrative purposes, to help Buyer visualize the home, and are not warranted to be exact depictions of the actual appearance of the Home as it will exist at Closing.

2. **Limited Warranty:** The Seller will provide the Buyer with a Limited Warranty effective at Closing. All workmanship and materials will comply with the Performance Standards set forth in the Manual. As explained in the Manual, the Seller will also assign to the Buyer all rights under manufacturers' warranties issued with respect to appliances, equipment and other components of the Home. The Seller disclaims any liability for mold, as set forth in Sellers Mold Notice and Disclaimer form, a copy of which has also been provided to Buyer. Buyer acknowledges that the Purchase Price for the Property was negotiated and established by Seller in reliance upon the foregoing.

3. **Access to Property Prior to Closing; Communications:** Buyer acknowledges that entering the Home and Property prior to closing is strongly discouraged by Seller due to safety and liability concerns. Buyer agrees that any such entry will occur only with Seller's prior written approval, at a date and time acceptable to Seller, and in the presence of a designated representative of Seller. In the event that permission for entry is granted, Buyer hereby agrees to release, indemnify and hold Seller harmless from any damages, claims or liability, including attorney's fees, arising from such entry. To avoid disrupting the construction or other activities at the Home and Property prior to closing, Buyer agrees not to try to communicate with any of the Seller's employees, subcontractors or other persons who are working at the Property. All communications regarding the Home or Property shall be routed through the real estate agents representing Buyer and Seller.

4. **Pre-Closing Orientation:** At a date and time acceptable to Seller approximately seven (7) days prior to Closing, a representative of Seller will meet with the Buyer at the Home to demonstrate its features and perform a walk-through of the Home and Property (the "Pre-Closing Orientation"). During the Pre-Closing Orientation, the Buyer will be given the opportunity to identify in writing a list of cosmetic or other items which do not meet the Performance Standards set forth in Seller's Homeowner Limited Warranty Manual. Seller will complete, repair or correct listed items which do not meet the Performance Standards, within 30 days after Closing or as soon as reasonably possible. The fact that such work has not been completed by Closing shall not serve as a basis for delaying the agreed Closing Date or as an excuse for Buyer to refuse to close the purchase of the Property.

Initials: Buyer: DL 08/29/2021 Buyer: [Signature] 08/29/2021 Seller: DL 08/30/2021

5. **Covenants, Conditions and Restrictions:** The Property will be sold to Buyer subject to Covenants, Conditions and Restrictions (“CC&R’s”) governing the plat in which the Property is located. Buyer has received a copy of either a draft of the CC&R’s or the final recorded CC&Rs for the plat. If only a draft has been provided to Buyer, a copy of the final recorded CC& R’s will be delivered to Buyer promptly after they are recorded, and prior to the Closing of the sale to Buyer. The CC&R’s contain important rights and obligations affecting homeowners and properties within the plat, and include provisions relating to the establishment of a Homeowners Association, the liability individual homeowners for dues and assessments needed to pay common area maintenance or other expenses and other matters. Buyer acknowledges that Buyer will be bound by all terms and conditions in the CC&R’s upon Closing, and that Buyer has been advised to review them thoroughly.

6. **Closing Extension:** If the Closing of this transaction is delayed by any cause beyond the reasonable control of Seller, including delays in completion of construction, conduct of final or other inspections, issuance of permits or completion of other governmental requirements, the Closing Date may be extended for up to thirty (30) days, without cost, at the written request of Seller, as necessary for the completion of those items. Seller shall provide Buyer with at least ten (10) days prior written notice of the new Closing Date. If Seller is unable to accomplish the above-referenced completion items within thirty (30) days following the originally-agreed Closing Date, either Buyer or Seller may terminate the Agreement without further liability, upon written notice to the other party. In the event of such termination, Buyer’s earnest money will be promptly refunded by Seller.

7. **Possession:** Seller shall deliver possession of the property to Buyer at or before 5:00 P.M. on the date Buyer is entitled to possession.

8. **Metro Utilities Charge: Buyer to assume Sewer Capacity charge.** All new customers who connect to sewers in Metro’s service area (King and southern Snohomish County) are required to pay a sewer capacity charge. The purpose of this charge is to recover costs for building additional sewage treatment capacity to serve new customers. Capacity charge bills are sent to new residential customers by Metro about six months after sewer service begins. Customers are then billed directly by Metro every six months for 15 years. At any time during this period, the balance of the remaining payments can be prepaid at a discount. It is also possible to prepay the entire amount at Closing, which may allow Buyer to finance the amount as part of your new home mortgage. Buyer should contact Buyer’s mortgage lender, visit the King County Metro website at [www.dnr.metrokc.gov/wtd/capchrg](http://www.dnr.metrokc.gov/wtd/capchrg), or call Metro Communications, Water Pollution Control Department at (206) 296-1450 for additional information.

9. **Utilities:** Seller will pay all utilities through date of closing. Closing agent will not be responsible for utility holdback.

10. **Closing Costs:** Seller shall be entitled to a discounted “volume or builder discount” on their half of the escrow fee.

11. **Entire Agreement:** Buyer acknowledges and agrees that there are no representations or conditions to this sales transaction which are not specifically set forth in writing in the Agreement and any Addendums signed by both parties. If Buyer believes that there has been any material oral statements and/or representations upon which Buyer has relied, Buyer must request in writing that the same be made in writing and incorporated into the terms of the Agreement before the full execution of this Addendum. Seller is not obligated or incorporate

Initials: Buyer:  08/28/2021 Buyer:  08/29/2021 Seller:  08/30/2021

into the Agreement as a part of this sales transaction any oral statement and/or representations which is not acceptable to Seller. This Addendum may be amended only through a written agreement signed by both parties.

12. **Conflicting Provisions:** If any term or condition in this Addendum conflicts with any term or condition in the Agreement or any other Addendum or Agreement, the terms and conditions of this Addendum shall control.

BUYER:

Authentisign  
Devon Nathaniel Campbell  
8/29/2021 1:32:42 PM PDT  
08/29/2021  
Date

Authentisign  
[Signature]  
8/29/2021 1:35:00 PM PDT  
08/29/2021  
Date

SELLER:

DL Builders, LLC

Authentisign  
By: Dong Larson  
Its: Manager  
8/30/2021 5:21:47 PM PDT  
08/30/2021  
Date

Initials: Buyer: [Signature] 08/29/2021 Buyer: [DC] 08/29/2021 Seller: [DL] 08/30/2021

EXHIBIT "A"

UNIT LOT CC, CITY OF SEATTLE UNIT LOT SUBDIVISION NO. 3035234-LU, RECORDED MAY 21, 2021  
UNDER RECORDING NO. 20210521900001, RECORDS OF KING COUNTY, WASHINGTON. SITUATE IN THE  
COUNTY OF KING, STATE OF WASHINGTON

Address: 4407C 42<sup>nd</sup> Ave SW, Seattle, Wa 98116

Tax Parcel: 095200-6031

 08/29/2021

 08/29/2021

 08/30/2021

# DL BUILDERS, LLC

## LIMITED WARRANTY

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**DL BUILDERS, LLC  
Limited Warranty**

**Section 1. Introduction.**

**1.1 General.** DL Builders, LLC is offering Homeowner this Limited Warranty. The following is intended to give Homeowner a clear understanding of the Limited Warranty, its coverage and the procedures for requesting warranty service. This Limited Warranty specifies limits for responsibility and conditions under which it is valid or applicable.

**1.2 Representations.** No employee, sales person, subcontractor, vendor or other agent of DL Builders, LLC is authorized to make any warranty or representation not set forth in this Limited Warranty or extend the duration of, or in any way alter, this Limited Warranty. No item or representation that is not agreed to in writing before the close of escrow will be binding upon or honored by DL Builders, LLC.

**1.3 Parties to Warranty and Warranty Scope.** This is an express Limited Warranty Agreement (the "Limited Warranty") from DL Builders, LLC to the Buyer identified in the Purchase and Sale Agreement out of which the Limited Warranty arises. This Limited Warranty consists of a number of warranties on specific parts of the Home and it shows how long the Limited Warranty remains in effect for which part, who has the responsibility and how warranty claims are to be made. This Limited Warranty is given and extends only to the original Homeowner to whom DL Builders, LLC conveys the Home pursuant to the Purchase and Sale Agreement and shall not apply to his or her transferees, heirs, successors or assigns.

**1.4 Limited Warranty Performance Standards.** This Limited Warranty is subject to the limited warranty performance standards set forth in Section 6 of this Limited Warranty (the "Limited Warranty Performance Standards"), which clarify the obligations of both DL Builders, LLC (which is referred to therein as "Builder") and Homeowner and set forth both construction standards for components of the Home and when action is required of either Builder or Homeowner in connection with those components, all as therein set forth. DL Builders, LLC and Homeowner agree that the limited warranties set forth in Section 2 of this Limited Warranty will be interpreted consistent with the Limited Warranty Performance Standards set forth in said Section 6.

**Section 2. Representation, Obligations and Limited Warranty.**

**2.1 Limited Warranty Periods.** All stated and all implied warranties commence to run on the date of closing of escrow conveying to Homeowner fee simple title to the Home (the "Closing Date"). Subject to Section 1.4 of this Limited Warranty and the Limited Warranty Performance Standards set forth in this Limited Warranty, the individual parts of the Home have individual "Limited Warranty Periods" as follows:

**2.1.1 Structural Components.** DL Builders, LLC warrants the Structural Components of the Home for six (6) years from the Closing Date. "Structural Components" means the load bearing portions of the Home, which are the foundation systems and footings, beams, girders, headers, structural posts, walls, floor systems and roof framing systems. Windows, doors, visible roofing materials such as cedar or asphalt shingles, the roof membrane, and drain systems are not part of the Structural Components of the Home.

**2.1.2 Limited Warranty.** DL Builders, LLC warrants all remaining components of the Home one (1) year from the Closing Date.

**2.1.3 Implied Warranties.** Implied warranties of DL Builders, LLC, whether of merchantability, habitability, fitness for any particular use or purpose, or otherwise, will last only as long

as the term of the Limited Warranty applicable to the particular system, component or portion thereof, as set forth in Sections 2.1.1 and 2.1.2. of this Limited Warranty.

**2.2 Warranted Items.** Subject to the limiting provisions of this Limited Warranty, including the Limited Warranty Performance Standards, and for the applicable Limited Warranty Period set forth in Section 2.1, DL Builders, LLC warrants the Home against defects in workmanship or materials used in the construction of the Home as follows:

**2.2.1 Structural Components.** DL Builders, LLC warrants that it will correct structural defects caused by defective workmanship or materials, which result in actual damage to the Home such that it is not safe, habitable and fit for the purpose for which it was constructed. **All of the following conditions must be met to constitute a structural defect:** (a) there is actual physical damage to one or more of the following specified load-bearing portions of the Home: roof framing members (rafters and trusses), floor framing members (joists and trusses), bearing walls, columns, lintels (other than lintels supporting veneers), girders, load-bearing beams, and foundation systems and footings, (b) which causes the failure of the specified structural components, and (c) which affects its load-bearing function to the degree that it materially affects the physical safety of the occupants of the Home.

For purposes of clarification, the following parts of the Home are examples of non-load bearing elements deemed **not** to have structural defect potential: non-load-bearing partitions and walls, wall tile or paper, etc., plaster, laths or drywall, flooring and subflooring material, brick, stucco, stone or veneer, any type of exterior siding, roof shingles, sheathing and tarpaper, heating, cooling, ventilating, plumbing, electrical and mechanical systems, appliances, fixtures or items of equipment, and doors, trims, cabinets, hardware, insulation, paint and stains.

**2.2.2 Roofs.** DL Builders, LLC warrants that the non-structural components of the roof, roof flashing, gutters and downspouts, if included, will be free from leaks during the one-year Limited Warranty Period except where such defects are caused by damage or negligence by others and acts or natural disasters beyond the control of DL Builders, LLC. This Limited Warranty is void in the event the Homeowner or his or her agents or invitees use the roof for any activity or attach any superstructure or appurtenance to the roof.

**2.2.3 Plumbing.** DL Builders, LLC warrants the plumbing system will be free from defective workmanship or materials during the one-year Limited Warranty Period except when caused by Homeowner or his or her agents or invitees. Individual appliances and components of the system covered by manufacturers' warranties are not covered by the DL Builders, LLC Limited Warranty.

**2.2.4 Electrical System.** DL Builders, LLC warrants the electrical system, excluding light bulbs, to be free from defective workmanship or materials during the one-year Limited Warranty Period except where a failure in the system is caused by improper use or alteration by the Homeowners or his or her agents or invitees. Individual appliances and components of the system covered by manufacturers' warranties are not covered by the DL Builders, LLC Limited Warranty.

**2.2.5 Heating and Air Conditioning.** DL Builders, LLC warrants the heating and air conditioning systems (if included in the purchase of the Home) if the Home is in its original condition during the one-year Limited Warranty Period, as follows: The system has been installed in accordance with good heating and/or air conditioning practices and, if applicable, in accordance with applicable VA or FHA requirements. This Limited Warranty does not include the system or any of its parts which become defective through faulty operation, lack of routine maintenance or alteration of the system or the Home by the Homeowner or his or her agents. It shall be the Homeowner's responsibility to cause the performance of all maintenance functions, such as lubrications and replacing of filters, which are explained in the instructions supplied by the equipment manufacturer. The operation of the furnace and air conditioning units themselves, neither of which are covered by this Limited Warranty, are covered by the manufacturer's warranty, a copy of which has been furnished to the Homeowner.

**2.2.6 Grading.** DL Builders, LLC warrants that grading for Homeowner's lot has been engineered to standards that have been established by the local governmental agency having jurisdiction. Failure to maintain established drainage can result in damage to Homeowner's Home, Homeowner's lot and to neighboring property. Any alteration of the drainage plan for Homeowner's lot voids Homeowner's Limited Warranty for all affected appurtenances.

**2.2.7 Concrete, Masonry and Stucco.** DL Builders, LLC warrants that all concrete, stucco, brick, stone and other masonry shall be free from structural defects during the one-year Limited Warranty Period set forth in Section 2.1.2 above. Garage slabs, walks, driveway, steps and other masonry will develop cracks or flaking due to the characteristics of expansion and contraction as the temperature changes. It will be the responsibility of DL Builders, LLC to repair only those cracks which are of such magnitude so as to substantially interrupt the plane of the surface or significantly reduce its structural value, as and to the extent described in the Limited Warranty Performance Standards.

**2.3 Non-Warranted Items.** Except as otherwise specifically set forth in this Limited Warranty, this Limited Warranty does not cover any of the following:

**2.3.1 Wood Color Variations.** Stained woods used in cabinets, siding, paneling, ceilings, doors, windows and other such mill work will exhibit variations in wood grain and color. These are inherent characteristics which cannot be controlled and are excluded from the Limited Warranty.

**2.3.2 Cosmetic Defects.** No hard surface cosmetic defects are covered under this Limited Warranty unless they are noted on Seller's Walk-Through Inspection Checklist on the Pre-Occupancy Orientation Tour.

**2.3.3 Drainage/Landscaping.** No dead or dying plants or any landscaping defects are covered under this Limited Warranty unless they are noted on Seller's Walk-Through Inspection Checklist on the Pre-Occupancy Orientation Tour. Except for any corrections undertaken as a consequence of the new Home orientation tour, DL Builders, LLC specifically and unconditionally disclaims all express or implied warranties with regard to all aspects of the Home's landscaping. These include, but are not limited to, the irrigation system, yard drainage system, structural or non-structural fill, and rockeries, the lawn, sod, topsoil, trees, shrubs, natural vegetation, native trees and other plantings, and the suitability or adequacy of installation or planting.

Minor erosion and/or settlement of the yard areas can be expected and are the responsibility of the Homeowner to correct. Ground settlement around the foundation, in utility trenches and other backfilled areas is warranted if in excess of 6 inches in depth. Subterranean water or any resulting damage is not warranted.

**2.3.4 Matters Excluded by Section 6 Below.** Any matter or item with respect to which the Limited Warranty Performance Standards states "No action required." or which is otherwise excluded from the responsibility of DL Builders, LLC as Builder pursuant to the terms of "Action Required" or "Construction Standards" set forth in the Limited Warranty Performance Standards for the particular matter or item.

**2.4 General Exclusions and Qualifications.**

**2.4.1 Normal Wear and Tear.** This Limited Warranty does not apply to defects caused by normal wear and tear, or those resulting from acts or failure to act, casualty, natural disasters or other causes beyond the control of DL Builders, LLC. These include, but are not limited to flooding, earthquakes and fire, and shall not extend to defects in, or caused by, anything not built into or installed in the Home by DL Builders, LLC, its employees or agents.

**2.4.2 No Extension of Warranties.** No steps taken by DL Builders, LLC to correct defects shall act to extend the term of the Limited Warranty beyond the original applicable Limited Warranty Period.

**2.4.3 Alterations by Homeowner.** This Limited Warranty shall be void with respect to any item altered by anyone other than DL Builders, LLC.

**2.4.4 Homeowner's Negligence.** This Limited Warranty shall be void with respect to defects resulting from the negligence of the Homeowner, or his or her invitees or agents, or his or her failure to keep and maintain the Home in good repair and condition at all times during the applicable Limited Warranty period.

**2.4.5 Infestation and Mold.** DL Builders, LLC assumes no responsibility whatsoever for damage or loss caused by bird, pest, insect or other infestation, or by wild or domestic animals, each and all of which conditions shall be deemed to arise exclusively from Homeowner's deficient maintenance of the Home after the Closing Date.

Homeowner acknowledges that the Home is located in the Puget Sound Region, which has a climate conducive to the growth of mold and mildew and that it is necessary to provide proper ventilation and dehumidification of the Home to retard or prevent the growth of mold, mildew and other microscopic spores. Homeowner also acknowledges that Homeowner alone controls the environment inside the Home and therefore agrees to be solely responsible for properly ventilating and dehumidifying the Home and its contents to retard and prevent such growth. DL Builders, LLC will not be liable for any damage to person or property based on any legal theory whatsoever with respect to the presence and/or the existence of molds, mildew and/or other microscopic spores in or about the Home, regardless of the cause or source of such molds, mildew and/or other microscopic spores.

**2.4.6 Use Limitation.** This Limited Warranty shall be void in its entirety (except for Section 5) from and after the date the Homeowner uses any portion of the Home for (i) a non legally established use or (ii) a use restricted by any Covenants, Conditions and Restrictions.

**2.4.7 Failure to Perform Maintenance.** This Limited Warranty does not cover any loss or damage which results from, or made worse by, the Homeowner's failure to perform routine maintenance or Homeowner's failure to use reasonable diligence to discover a breach of this Limited Warranty within the applicable Limited Warranty Period.

**2.4.8 Consequential Damages.** This Limited Warranty does not cover any losses related to consequential damages, including for loss in value and/or marketability.

**2.4.9 Bodily Injury/Property Damage.** This Limited Warranty covers only the cost of repair or replacement of the particular warranted item and does not cover bodily injury or personal property damage which may be related thereto.

**2.4.10 Cost of Shelter.** This Limited Warranty does not cover costs of shelter, transportation, food, moving, storage or any other related costs which arise out of or in connection with a warranty repair or replacement.

**2.4.11 Correction Methods.** DL Builders, LLC shall have the exclusive right to select the materials and methods to be used in correcting any defect.

**2.5 Assignment of Manufacturers' Warranties.** Manufacturers' warranties exist for mechanical equipment, appliances and other manufactured items in Homeowner's Home. Homeowner has rights under the warranties which flow directly from the manufacturers to Homeowner. DL Builders, LLC hereby assigns to Homeowner effective as of the Closing Date, the manufacturers' warranties on all appliances and other manufactured items integrated into and/or furnished with the Home, and DL

Builders, LLC does not itself warrant, expressly or implied, any appliance or item covered by a manufacturer's warranty.

**Section 3. Homeowner Obligations.**

The Homeowner agrees that for so long as this Limited Warranty is in force and effect, Homeowner will:

- (i) Engage in a reasonable maintenance and repair program in, around and to the Home, and perform all maintenance required of Homeowner by the Limited Warranty Performance Standards set forth in this Limited Warranty;
- (ii) Comply in all respects with the requirements set forth in the manufacturers' warranties on all appliances, fixtures and equipment;
- (iii) Notify DL Builders, LLC in writing immediately after the discovery of any defect or matter which the Homeowner believes is covered by this Limited Warranty;
- (iv) Use reasonable diligence to discover a breach of this Limited Warranty within the applicable Limited Warranty Period in order to better enable DL Builders, LLC expeditiously and most economically to correct any defects;
- (v) Grant DL Builders, LLC, its agents and employees such reasonable easements and rights of access necessary to correct or replace any defect covered by the Limited Warranty; and
- (vi) After the defect has been corrected, confirm in writing to DL Builders, LLC that the work has been performed and accepted by Homeowner.

**Section 4. How to Make a Claim.**

**4.1 Notice of Claim.** If the Home has an item in need of repair which is covered by this Limited Warranty, Homeowner must promptly notify DL Builders, LLC in writing prior to the expiration of the applicable Limited Warranty Period and on the form provided (if any). It is important that Homeowner notify DL Builders, LLC promptly when Homeowner discovers any defect in the Home as outlined above. During the Limited Warranty period, submit warranty claims to DL Builders, LLC at the Seller's current address listed on the closing statement (HUD-1) or purchase and sale agreement.

**4.2 Acceptance of Claim Repairs.** When it receives Homeowner's written notice of a defect, DL Builders, LLC will decide if it is covered by this Limited Warranty. An inspection visit to the Home may be necessary to decide if the claim is within the specifications of the Limited Warranty. If the claim is valid, DL Builders, LLC will replace or repair or reimburse Homeowner for the item. The choice of replacing, repairing or reimbursing shall be at the sole discretion of DL Builders, LLC. DL Builders, LLC's responsibility is limited to correcting and restoring the Home to its condition at the date of the claim. The work will be performed exclusively by DL Builders, LLC or by a subcontractor of its choice.

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

## **Section 5. Dispute Resolution.**

**5.1 Means of Resolution.** Except for the matters excluded by the next sentence, any controversy, dispute or claim arising between the parties that is directly or indirectly related to the subject matter of this Limited Warranty (collectively, "Dispute") shall be submitted to mediation and, if not resolved by mediation within 15 days after the initial mediation, shall be resolved by binding single-arbitrator arbitration in accordance with the terms of this Section 5. DL Builders, LLC and Homeowner are each referred to in this Section 5 as a "party" and collectively as the "parties." At either party's election, the following may be excluded from the mediation and arbitration provisions of this Section: (a) any action seeking a temporary restraining order, a preliminary restraining order, pre-judgment attachment, garnishment or the appointment of a receiver (collectively, "Preliminary Relief"); or (b) any action involving, as a plaintiff or a defendant, a person or entity which is not a party to this Limited Warranty. After resolution of any action for Preliminary Relief, the underlying action on the merits will be subject to mediation and any arbitration. Either party may initiate the mediation/arbitration process by giving written notice ("Demand Notice") to the other party describing the nature of the Dispute and demanding mediation and arbitration.

**5.2 Appointment of the Mediator and Arbitrator.** Upon receipt of the Demand Notice, the parties shall select a mediator and an arbitrator, and shall set the dates for the mediation and the arbitration hearing. If the parties cannot agree upon a mediator and/or an arbitrator within 20 business days after receipt of the Demand Notice, the mediator and/or arbitrator shall be selected by the American Arbitration Association ("AAA") from the list of mediators and/or arbitrators available in the county in which the Home is located, without submittal of lists, and subject to challenge only for good cause shown as defined in the AAA Rules. The mediator and arbitrator, whether selected by the parties or AAA, shall be disinterested and a licensed attorney with at least 5 years of experience in commercial real estate law. The term "disinterested" means that: the mediator or arbitrator shall not have a direct or indirect financial or other interest in the decision to be made; shall not be a director, officer, employee or agent of either party; and shall not have been employed as a consultant by either party or an affiliate of either party within the last 5 years.

**5.3 Timing and Location.** The mediation and any arbitration hearing shall be conducted in the greater Seattle-Bellevue area, unless the parties agree to another location. The date set for the mediation shall not be less than 30 days after appointment of the mediator. The date set for the arbitration shall not be less than 60 days after the appointment of the arbitrator.

**5.4 Arbitration.** The arbitrator selected by the parties or by AAA pursuant to Section 5.2 shall determine the Dispute in accordance with the substantive law of the State of Washington and the terms of this Limited Warranty as applied to the facts found by the arbitrator. Whether a Dispute is covered by this Limited Warranty to arbitrate shall be determined by the arbitrator. If the arbitrator is appointed by the AAA, the arbitration shall be conducted under the auspices of the AAA. If the arbitrator is appointed by the parties, the arbitration may be conducted privately if the parties so agree; otherwise it shall be conducted under the auspices of the AAA. Whether or not the arbitration is conducted under the auspices of the AAA, it shall be conducted in accordance with the AAA's Commercial Arbitration Rules, with Expedited Procedures, then in effect, as modified by this Section 5.4. As may be shown to be necessary to ensure a fair hearing, the arbitrator may authorize limited discovery and may enter pre-hearing orders regarding (without limitation) scheduling, document exchange, witness disclosure and issues to be heard.

The arbitrator shall take such steps as may be necessary to hold a private hearing on the date set by the arbitrator. The arbitrator's written decision shall be made within 15 days after the conclusion of the hearing. The arbitrator may, for good cause, afford or permit reasonable extensions or delays, which shall not affect the validity of the arbitration procedure.

Absent fraud, collusion or willful misconduct by the arbitrator, the award shall be final, binding, non-appealable and enforceable in any court having jurisdiction thereof.

The arbitrator may award injunctive relief or any other remedy available at law or in equity. Subject to the limitations of Section 5.1, the arbitrator may, upon request of a party, issue an order granting temporary or preliminary relief, which order may immediately be entered in any court having jurisdiction over the parties, even though the decision on the underlying Dispute may still be pending.

The parties agree that the arbitrator shall have continuing jurisdiction over the controversy submitted to arbitration and the arbitrator’s orders for the purpose of clarifying and/or interpreting any such orders.

**5.5 Costs.** The fees of the mediator and the expenses incident to the mediation proceedings shall be borne equally by the parties, unless otherwise agreed by the parties. The arbitrator shall award reasonable Attorneys’ Fees and costs (including the costs of the arbitration and the arbitrator’s fees) to the prevailing party, but shall not have the power to award punitive or exemplary damages. “Attorneys’ Fees” means attorneys’ fees and charges, paralegal and clerical fees and charges and other professional or consultants’ fees and charges expended or incurred, as determined and fixed by the arbitrator and made a part of the award.

**5.6 Waiver.** The parties confirm that by agreeing to this alternative dispute resolution process, each of them intends to waive his, her or its right to have the disputes that are subject to mediation and/or arbitration decided by a judge or jury.

**5.7 Release.** The parties hereby release the mediator and/or arbitrator from any and all claims or potential claims based upon the decision of the mediator and/or arbitrator.

**5.8 Statute of Limitations.** All controversies, disputes and claims subject to mediation and/or arbitration pursuant to this Section 5 shall remain subject to the applicable statute of limitations as though the parties had not elected to resolve the same through mediation and/or arbitration.

**5.9 Confidentiality.** Except as agreed to by the parties, as required by law or as reasonably necessary in connection with the good faith prosecution of the parties’ ordinary business, the parties and the mediator and/or arbitrator shall keep confidential and not disclose to third parties any information or documents obtained in connection with the mediation and/or arbitration process, including the resolution of the Dispute.

**Section 6. Limited Warranty Performance Standards.** The Limited Warranty Performance Standards applicable to this Limited Warranty are as follows:

**LIMITED WARRANTY PERFORMANCE STANDARDS**

DL Builders, LLC is referred to in these Performance Standards as “Builder”; Buyer is referred to in these Performance Standards as “Homeowner”.

FOR EASY COMPREHENSION, THE FORMAT IS DESIGNED AS FOLLOWS:

- Observation: A brief statement, in simple terms, of problems that may be encountered.
- Action Required: A statement of the corrective action required of the Builder to repair the deficiency; or a statement of Homeowner’s maintenance responsibility.
- Construction Standard: A performance standard relating to a specific deficiency. The limited

warranty covers only non-compliance with this Construction Standard.

**1.0 SITE DRAINAGE/CRAWL SPACE**

Observation	Action Required	Construction Standards
<p>1.1 Site does not drain adequately.</p>	<p>Builder is responsible for establishing the proper grades and swales. Homeowner is responsible for maintaining such grades, swales, and catch basins once they have been properly established and stabilized by Builder. Homeowner is responsible for raking and maintaining beauty bark or drain rock in the swale and for periodically cleaning the catch basin of silt and debris.</p>	<p>The necessary grades and swales should be established to provide reasonable drainage away from the house. Site drainage is limited to the immediate grades and swales affecting the structure. No standing or ponding of water should remain in the immediate area 24 hours after a rain, except swales, which may drain long than other areas after a rain, or sump pump discharge (typically 48 hours). No grading determination shall be made while the ground is saturated, during periods of heavy rainfall.</p>
<p>Water in crawl space.</p>	<p>Builder is responsible for providing proper grading and drainage of crawl space areas. Homeowner is responsible for maintaining the positive drain and keeping it free from silt and debris.</p>	<p>Crawl spaces should be graded and drained properly to prevent water from accumulating and remaining in the crawl space area. Some accumulation of water in the crawl space area is common immediately after prolonged periods of rain.</p>

**2.0 BASEMENTS AND CRAWL SPACE**

Observation	Action Required	Construction Standards
<p>2.1 Cracks in poured concrete foundation walls.</p>	<p>Builder will correct any crack which exceeds 1/8 inch in width.</p>	<p>Shrinkage cracks are common and should be expected. Surface patching and epoxy injection are examples of acceptable repair methods.</p>
<p>2.2 Leaks resulting in actual flow or trickling of water through wall or floor, causing an accumulation.</p>	<p>Builder will correct.</p>	<p>A one-time occurrence may not indicate a defect. Homeowner must maintain proper grading around the Home and maintain any surface water control systems installed by Builder. Dampness and condensation are normal conditions and are not covered by this limited warranty.</p>

- 2.3** Cracks in block or veneer wall. Builder will correct cracks greater than 1/4 inch in width. Surface patching and epoxy injection are examples of acceptable repair methods. Shrinkage cracks of 1/4 inch or less are common and should be expected.
- 2.4** Inadequate ventilation. Builder will install properly sized louvers or vents. Maintaining adequate ventilation and moisture control, including seasonal adjustment of vent openings, is considered Homeowner maintenance.
- 2.5** Condensation on walls, joists, support columns and other components of the crawl space area. No action required. Maintaining adequate ventilation and moisture control, including seasonal adjustment of vent openings, is considered Homeowner maintenance.

**3.0 BASEMENT FLOORS, GARAGE SLABS, FOUNDATIONS, TOURWAYS & PATIOS**

Observation	Action Required	Construction Standards
<p><b>3.1</b> Cracking of basement floor.</p>	<p>Builder will repair cracks exceeding maximum tolerances by surface patching or other methods as required.</p>	<p>Minor cracks in concrete basement floors are normal. Cracks exceeding 3/16 inch in width or 1/4 inch in vertical displacement are considered excessive.</p>
<p><b>3.2</b> Cracks appear at control joints.</p>	<p>No action required.</p>	<p>Expansion/contraction joint is placed to control cracking. This is not a deficiency.</p>
<p><b>3.3</b> Cracking of drive, garage slab, or patio.</p>	<p>Builder will repair excessive cracks as required to bring separation within acceptable standards by surface patching or other methods.</p>	<p>Minor cracks in these areas are normal. Cracks in excess of 1/4 inch in width or 1/4 inch in vertical displacement are considered excessive. Settling of the same, greater than 1 inch in relation to the structure is excessive. Shrinkage cracks are common and should be expected.</p>
<p><b>3.4</b> Cracks in concrete floor of unfinished living areas.</p>	<p>Builder will correct cracks which exceed 1/4 inch in width or vertical displacement.</p>	<p>Surface patching and epoxy injections are examples of acceptable repair methods. Shrinkage cracks are common and should be expected.</p>
<p><b>3.5</b> Cracks in visible face of foundation.</p>	<p>Builder will correct cracks in excess of 1/8 inch in width.</p>	<p>Surface patching and epoxy injections are examples of acceptable repair methods. Shrinkage cracks are common</p>

Observation	Action Required	Construction Standards
<p><b>3.6</b> Standing water on stoops, steps, patios or drives.</p>	<p>Builder will take corrective action to assure drainage of stoops, steps, patios and drives. However, it is normal for small amounts of water to stand on stoops, steps, patios and drives after it rains.</p> <p>Builder will correct any improper drainage. If the driveway is part of the storm drain, water will stand at times.</p>	<p>and should be expected.</p> <p>Water should drain from outdoor stoops, steps, patios and drives.</p>
<p><b>3.7</b> Cracking, settling, heaving or separating of structurally attached stoops or steps.</p>	<p>Builder will take corrective action as required to bring separation within acceptable standards.</p>	<p>Stoops or steps should not settle, heave or separate in excess of 1 inch in relation to the house structure.</p>
<p><b>3.8</b> Pit, depression or areas of unevenness in areas designed for living purposes.</p>	<p>Builder will correct those areas in which defect exceeds 1/4 inch within a 32 inch measurement.</p>	<p>In rooms not initially designed as finished living areas or where a floor or a portion of a floor surface has been designed for specific drainage purposes, a slope which exceeds 1/4 inch within a 32 inch measurement is not a deficiency.</p>
<p><b>3.9</b> Cracks in block or veneer wall.</p>	<p>Builder will correct cracks which exceed 1/4 inch in width.</p>	<p>Some cracks are common through masonry and mortar joints. Cracks 1/4 inch or less are considered routine Homeowner maintenance.</p>
<p><b>3.10</b> Disintegration of the concrete floor surface.</p>	<p>Builder will correct disintegrated surfaces caused by improper placement of concrete.</p>	<p>Disintegration caused by erosion due to salt, chemicals, implements used and other factors beyond Builder's control is not a warranted deficiency.</p>
<p><b>3.11</b> Cracks in concrete floor which rupture or significantly impair performance of floor covering.</p>	<p>Builder will correct so defect is not readily noticeable when floor covering is in place.</p>	<p>Minor impressions in floor covering are not considered significant imperfections.</p>
<p><b>3.12</b> Condensation on walls, joists, support columns and other components of basement area.</p>	<p>No action required.</p>	<p>Maintaining adequate ventilation and moisture control is considered Homeowner maintenance.</p>
<p><b>3.13</b> Pits, depressions or areas of unevenness in areas designed for living purposes.</p>	<p>Builder will correct areas in which defect exceeds 1/4 inch within a 32 inch measurement.</p>	<p>In rooms not initially designed as finished living areas or where a floor or a portion of a floor surface has been designed for specific drainage purposes, a slope which exceeds 1/4 inch within a 32 inch</p>

Observation	Action Required	Construction Standards
		measurement is acceptable.
<b>3.14</b> Disintegration of non-concrete floor surface.	Builder will correct disintegrated surfaces caused by improper placement of concrete.	Disintegration caused by erosion due to salt, chemicals, implements used and other factors beyond Builder's control is not a warranted deficiency.
<b>3.15</b> Cracks in attached garage slab.	Builder will correct cracks which exceed 1/4 inch in width or vertical displacement.	Surface patching and epoxy injections are examples of acceptable repair methods. Shrinkage cracks are common and should be expected.

#### 4.0 MASONRY

Observation	Action Required	Construction Standards
<b>4.1</b> Cracks in masonry walls or veneer.	Builder will repair cracks in excess of 3/8 inch by pointing or patching. These repairs should be made toward the end of the first year of warranty period to permit normal movement of the Home to stabilize.	Small cracks are common in mortar joints, masonry, brick, and cultured stone construction. Cracks greater than 3/8 inch in width are considered excessive.

#### 5.0 ROUGH CARPENTRY/FRAMING

Observation	Action Required	Construction Standards
<b>5.1</b> Uneven subfloors.	Builder will correct or repair to meet the construction standard.	Floors should not be more than 3/8 inch out of level within any 32 inch horizontal measurement. Floor slope within any room shall not exceed 1/120 of the room width. Allowable floor and ceiling joint deflections are governed by the approved building code.
<b>5.2</b> Bowed walls, out-of-plumb walls.	Builder will repair walls to meet the construction standard.	All interior and exterior walls have slight variances on their finished surfaces. Walls should not bow or be out of plumb more than 1/4 inch in 32 inches in any vertical or horizontal measurement.
<b>5.3</b> Split or warped rafters or trusses.	No action required.	Some splitting and warping is normal and is caused by high temperature effects on lumber.

Observation	Action Required	Construction Standards
5.4 Floor squeaks.	Builder will attempt to correct one time only. Builder recommends waiting to notify Builder of any defects until 2 or 3 weeks before the end of the one-year warranty period.	A squeak-proof floor cannot be guaranteed. Lumber shrinkage as well as temperature and humidity changes may cause squeaks.
5.5 Uneven ceiling.	Builder will correct if unevenness exceeds 1/4 inch within a 32 inch measurement.	Some minor framing imperfections should be expected.
5.6 Floor has high and low areas.	Builder will correct if high or low areas exceed 1/4 inch within a 32 inch measurement.	Some minor framing imperfections should be expected.
5.7 Wall is out-of-square.	No action required.	A wall out-of-square is not a defect.

#### 6.0 WOOD DECKS

Observation	Action Required	Construction Standards
6.1 Wood twisting, warping or splitting.	No action required.	Twisting, warping or splitting wood deck material is normal due to exposure to the elements.
6.2 Settlement	Builder will correct slope of deck which exceeds a ratio of 2 inches in a 10 foot measurement.	Some slope is often provided.
6.3 Loose railing or post.	Builder will correct if due to improper installation.	Homeowner maintenance is required.

#### 7.0 EXTERIOR DOORS

Observation	Action Required	Construction Standards
7.1 Binds, sticks or does not latch.	Builder will correct if caused by faulty workmanship or materials.	Seasonal climate changes may cause doors to contract or swell, and are usually temporary conditions.
7.2 Wood door panel shrinks.	No action required.	Seasonal climate changes may cause panels to shrink or expand and may expose unfinished surfaces.
7.3 Warping of exterior doors.	Builder will correct warping which exceeds 1/4 inch, measured vertically, horizontally or diagonally. Correct or replace and refinish	Exterior doors will warp to some degree due to temperature differential on inside and outside surfaces. However, they should

Observation	Action Required	Construction Standards
	defective door or match existing doors as nearly as practical. There may be, and Builder is not responsible for, color variation in paint or variation in texture of replacement or repaired door.	not warp to the extent that they become inoperable or cease to be weather resistant.
7.4 Split panel of exterior door.	If light is visible or the weather is getting through the door, Builder will fill split to match paint or stain as closely as practical, one time only. Builder recommends waiting to notify Builder of any defects until 2 or 3 weeks before the end of the one-year warranty period.	Split panels should not allow light to be visible or allow the weather to get through the door.
7.5 Separation between door and weather-stripping.	Builder will correct if daylight is visible or if entrance of elements occurs under normal conditions.	Even with properly installed weather-stripping, some movement of the door when closed, may be expected. Homeowner maintenance is required for minor alterations to adjustable thresholds and other parts of the door.

**8.0 GARAGE DOORS**

Observation	Action Required	Construction Standards
8.1 Garage door fails to operate properly.	Builder will correct or adjust garage doors as required, except where the cause is determined to result from the Homeowner installing an electric garage door opener or excessive force has been used to manually close the door.	Garage door should operate properly. Homeowner must lubricate and maintain. (Garage doors with electric opener are sometimes opened and closed with excessive force, requiring adjustments. This is not a warranty item).
8.2 Garage door allows entrance of snow or water.	Builder will adjust or correct garage doors to meet normal conditions.	Garage door should seal properly under normal conditions. Some moisture may enter due to strong winds or other abnormal conditions.

**9.0 ROOFING**

Observation	Action Required	Construction Standards
9.1 Leaks due to snow or rain being driven into the attic	Builder is not responsible for force and direction of driving rain or	Attic vents and/or louvers must be provided in order to properly

Observation	Action Required	Construction Standards
through vents or louvers.	snow. Therefore, it does not warrant against this condition.	ventilate your Home. Infiltration of rain or snow depends on the force and direction of wind.
<b>9.2</b> Ice dams or builds up on roof.	This is a Homeowner maintenance item, and is not warrantable, unless the vents are improperly installed.	During prolonged cold spells, ice build-up is likely to occur at the eaves of a roof. This condition occurs when snow and ice accumulate and gutters and downspouts freeze up.
<b>9.3</b> Lifted or torn shingles.	Builder will correct if due to improper installation.	Shingles should not lift or tear.
<b>9.4</b> Roof leaks.	Builder will correct or repair any roof leaks determined to be due to improper materials or workmanship. Leaks determined to be caused by Homeowner's failure to maintain or severe weather conditions as described above are not covered under this warranty.	Roofs should not leak under normally anticipated conditions, except where cause is determined to result from severe weather conditions, such as ice or snow build-up and wind driven rain.

## 10.0 GUTTERS & FLASHING

Observation	Action Required	Construction Standards
<b>10.1</b> Flashing, valleys, gutters and/or downspouts leak.	Builder will repair leaks not caused by Homeowner's lack of maintenance.	Flashing, valleys, gutters and downspouts should not leak. It is Homeowner's responsibility to keep valleys, gutters and downspouts free of leaves and debris which could cause excessive overflow and water impediment and backup.
<b>10.2</b> Standing water in gutters.	Builder will repair to industry standard.	When gutter is unobstructed by debris, the water level may not exceed 1 inch in depth. Industry practice is to install gutters approximately level without pitch. Consequently, it is entirely possible that small amounts of water will stand in certain sections of the gutter immediately after a rain.
<b>10.3</b> Gutter or downspout leak.	Builder will correct leaks at connections, if improper installation.	Homeowner is responsible for keeping gutters and downspouts clean. Gutters may overflow during heavy rains, but should not leak at joints.

**11.0 STUCCO/E.I.F.S.**

Observation	Action Required	Construction Standards
<b>11.1</b> Hairline cracks of stucco/veneer/stone/E.I.F.S.	Builder to repair cracks greater than 1/8 inch. Colors to be matched as closely as practical.	Some cracks are common through masonry and mortar joints. Cracks greater than 1/8 inch in width are considered unacceptable.
<b>*11.2</b> Cracking of caulked joints of stucco/E.I.F.S.	Homeowner inspection and re-caulking is very important.	Under normal weather conditions stucco caulking will expand and contract with the seasons. Integrity of the seal should not breach within one year.
*Note: Failure by the Homeowner to maintain caulking can result in damage from moisture intrusion.		
<b>11.3</b> Dents, gouges and scrapes.	Builder will correct only if damage is noted on the original Seller's Walk-Through Inspection Checklist made during the pre-occupancy orientation tour.	Although stucco is durable it is not impervious to damage. Homeowner is responsible for establishing on pre-closing walk-through inspection list.

**12.0 EXTERIOR SIDING AND PAINT**

Observation	Action Required	Construction Standards
<b>12.1</b> Siding splits and caulking joints.	Builder will replace siding that does not meet the construction standards.	Siding splits may occur. Those in excess of 1/8 inch wide and 32 inches in length are unacceptable unless otherwise specified in the manufacturer's specifications. Knots in excess of 1/2 inch in diameter falling out are unacceptable. Joints and cracks around wall openings may be properly corrected with caulk. Even properly installed caulking will shrink and must be repaired by Homeowner.
<b>12.2</b> Siding joint separation.	Builder will re-secure, caulk, repair or replace to meet the construction standard in 12.1.	All siding shall be installed according to the industry's accepted standards. Joint separation can be expected. Joint separation in excess of 3/8 inch wide is unacceptable.
<b>12.3</b> Paint fades or mildew and fungus present.	No action required.	Some fading is normal and is caused by weathering. Mildew and fungus on siding is caused by

Observation	Action Required	Construction Standards
		climactic conditions and is considered routine Homeowner maintenance.
12.4 Exterior entry porch and cedar deck railings.	No action required.	Paints or stains on exterior cedar railings exposed to weather may peel and is considered routine Homeowner maintenance.
12.5 Painting required as corollary repair because of other work.	Builder will refinish repaired areas as indicated.	Necessary repairs required under this Warranty should be refinished to match surrounding area as closely as practical.
12.6 Bleed-through on cedar siding.	No action required.	Due to acid content on the pattern of cedar boards, some areas of cedar siding are smoother and some are more rough sawn. Paint is applied equally to all areas of siding. Wood fuzzing, knotted areas, tight grain and large gapped grain are painted evenly. Different wood surfaces may cause the illusion that paint is thinner in some areas. The "bleed-through" is more noticeable with colors such as whites, creams, blues, grays and greens. Tans and browns are not as noticeable. "Bleed-through" is normal and should not be confused as a problem. Builder is not responsible for cedar "bleed-through." Unlike interior woodwork, exterior siding and trim does not require setting and puttying of nails.
12.7 Zebra striping.	Paint or stain lines in excess of 3/16 inch.	Over a period of time, cedar siding will shrink. There is no way to control this shrinkage. This may result in an unpainted think line under each lap. This line is cosmetic but should not exceed 3/16 inch.

**13.0 WINDOWS & WEATHERSTRIPPING**

Observation	Action Required	Construction Standards
13.1 Condensation and/or frost on interior window	Unless directly attributed to faulty installation, window condensation is a result of conditions beyond the	Windows will collect condensation on interior surfaces when extreme temperature differences and high

Observation	Action Required	Construction Standards
surface.	Builder's control. No action required, unless condensation occurs between dual pane glass, in which case Builder will replace.	humidity levels are present. Condensation is usually the result of climactic/humidity conditions.
<b>13.2</b> Broken, cracked glass, or scratched glass.	Builder will correct only if damage is noted on the original Seller's Walk-Through Inspection Checklist made during the pre-occupancy orientation tour.	Glass shall be deficiency free as of the date of closing. Homeowner is responsible for establishing on pre-closing walk-through inspection list.
<b>13.3</b> Window out of square.	Builder will correct if window exceeds the standard and the window becomes inoperable.	Windows should not be out of square in excess of 1/4 inch per 48 inches.
<b>13.4</b> Excessive drafts and leaks.	Builder will correct poorly fitted windows.	Relative to the quality and type of windows, some drafts are normally noticeable around windows, especially during high winds. It may be necessary for Homeowner to have storm windows installed to provide a satisfactory solution in high wind areas. All caulking materials expand and contract due to temperature variation and dissimilar materials. Maintenance of weather stripping is Homeowner's responsibility.
<b>13.5</b> Difficult to open, close or lock.	Builder will correct.	Windows should open, close and lock within reasonable pressure.
<b>13.6</b> Air filtration around electrical receptacles.	No action required.	Air flow around electrical boxes is normal and is not a deficiency.

**14.0 INTERIOR DOORS**

Observation	Action Required	Construction Standards
<b>14.1</b> Latch is loose or rattles.	No action required.	Some minor improvement should be expected.
<b>14.2</b> Binds, sticks or does not latch.	Builder will correct one time only if due to faulty workmanship and materials. Builder recommends waiting to notify Builder of any defects until 2 or 3 weeks before the end of the one-year warranty period.	Seasonal changes may cause doors to expand and contract, and is usually a temporary condition.
<b>14.3</b> Warping.	Builder will correct warping which exceeds 3/8 inch, measured vertically, horizontally or diagonally.	Seasonal changes may cause doors to expand and contract, and are usually temporary conditions.

Observation	Action Required	Construction Standards
14.4 Excessive opening at bottom.	Builder will correct gaps in excess of 1½ inches between bottom of passage door and finished floor or 2 inches between bottom of closet door and finished floor.	Gaps under doors are intended for air flow.
14.5 Splitting or shrinkage of insert panels showing raw wood edges.	No action required.	Panels will shrink and expand, and may expose unpainted surface.
14.6 Rubs on carpet.	Builder will correct.	Builder is not responsible if Homeowner installs carpet.

<b>15.0 INTERIOR CEILING SURFACES, FINISHES, &amp; MILLWORK TRIM</b>
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Observation	Action Required	Construction Standards
15.1 Cracks, separations or nail pops in drywall.	Builder will correct such imperfections one time only to acceptable tolerance and repaint repaired areas. Builder is not responsible for color variations in the paint, or texture variation. Builder recommends waiting to notify Builder of any defects until 2 or 3 weeks before the end of the one-year warranty period.	Minor seam separations and cracks, along with other slight imperfections, are common and should be expected. Minor depressions and slight mounds at nail heads are not defects. Exposed nail heads are considered defects.
15.2 Lumps, ridges and nail pops in wallboard which appear after Homeowner has wall covering installed by himself or others.	No action required.	Homeowner should insure that surface to be covered is suitable for installation of wall covering.
15.3 Gaps between trim and adjacent surfaces, and gaps at trim joints.	Builder will correct gaps in excess of 1/8 inch at trim joints and 1/4 inch between trim and adjacent surfaces.	Some separation due to lumber shrinkage is normal and should be expected.
15.4 Cracking or deterioration of caulking.	No action required.	All interior caulking shrinks and deteriorates. Homeowner maintenance is required.
15.5 Interior paint application and coverage.	Builder will retouch wall, ceiling or trim surfaces where inadequate paint has been applied to cover original surfaces. Builder is not responsible for perfect touch up match.	Interior paint should be applied in a manner sufficient to visually cover wall, ceiling and trim surfaces where specified. Latex flat paint is used throughout all homes unless otherwise specified. Flat latex paint is not washable. All paint, especially flat paint, ages

Observation	Action Required	Construction Standards
<p><b>15.6</b> Deterioration of lacquer and varnish finishes on cabinets and millwork.</p>	<p>No action required.</p>	<p>and does not touch up perfectly.  Natural finishes on interior millwork and cabinets are susceptible to deterioration and/or color changes due to sunlight, water, household cleaners and normal wear and tear.</p>
<p><b>15.7</b> Stain color variation among window liners, doors, jambs, casings and base.</p>	<p>No action required.</p>	<p>Some woods are different in grain and accept stains differently, resulting in different colors. Any time stains are reapplied to a finished surface a pigment build-up will occur and make the wood darker or create uncontrolled color change. Putty is used to fill in holes or indents in wood. Putty is a solid colored-oil based substance; therefore when holes are filled and the woods have accepted the stains it may appear that lighter and darker putties have been used.</p>

**16.0 WALLPAPER**

Observation	Action Required	Construction Standards
<p><b>16.1</b> Seams showing.</p>	<p>Any gaps greater than 1/16 inch will be either repaired or replaced. Builder cannot guarantee dye lot matches if replaced as needed. Builder is not responsible for color match or discontinued patterns.</p>	<p>Wallpaper is to be installed with gaps no greater than 1/16 inch. The darker the wallpaper is, the greater the chance of any seams showing.</p>
<p><b>16.2</b> Peeling wallpaper.</p>	<p>Builder will correct peeling one time only. Builder recommends waiting to notify Builder of any defects until 2 or 3 weeks before the end of the one-year warranty period.</p>	<p>Wallpaper should not peel. There is a higher humidity level in areas such as shower stalls, kitchens and around windows.</p>

**17.0 CERAMIC TILE, GRANITE, SLATE AND MARBLE**

Observation	Action Required	Construction Standards
<p><b>17.1</b> Ceramic tile cracks and/or becomes loose.</p>	<p>Builder will replace cracked tiles and re-secure loose tiles if caused by poor workmanship. Builder is not responsible for discontinued</p>	<p>Ceramic tile should not break or become loose under normal household use.</p>

Observation	Action Required	Construction Standards
	patterns or color variations in ceramic tile.	
17.2 Cracks appear in grouting in ceramic tile joints or at junctions with other material, such as a bathtub.	No action required. This item is to be maintained by Homeowner.	Cracks in grouting in ceramic tile joints are common under normal shrinkage conditions. Re-grouting of these cracks is a maintenance responsibility of the Homeowner within the life of the Home.
17.3 Sealing of grout.	Homeowner is responsible for sealing and maintenance. Builder recommends reapplying sealer to tile and grout yearly.	Sealing of grout and tile is highly recommended to prevent water penetration and help prevent staining.
17.4 Hollow sounding marble or tile.	No action required.	Hollow sounding marble or tile is not a deficiency of construction and is not covered under this warranty.

**18.0 FLOOR COVERINGS**

Observation	Action Required	Construction Standards
18.1 Resilient flooring loses adhesion.	Builder will repair or replace resilient flooring as required. Builder shall not be responsible for discontinued patterns or color variation of floor covering if replacing or patching is necessary, or for problems caused by Homeowner neglect or abuse.	Resilient flooring should not lift, bubble or become unglued under normal use.
18.2 Fastener pops through resilient flooring.	Builder will correct where fastener has broken through floor covering.	Sharp objects such as high heels, table and chair legs, can cause similar problems, and are not covered by this Limited Warranty.
18.3 Depressions or ridges appear in the resilient flooring due to subfloor irregularities.	Builder will take corrective action as necessary to bring the defect within the construction standards. Builder is not responsible for discontinued patterns or color variations in floor covering if replacement or patching is necessary.	Readily apparent depressions or ridges exceeding 1/8 inch should be repaired. The ridge or depression measurement is taken at the gap created at one end of the six-inch straight edge placed over the depressions or ridge with 3 inches on one side of defect held tightly to the floor.
18.4 Seams or shrinkage gaps show resilient flooring joints.	Builder will take action as necessary to correct the problem.	Gaps should not exceed 1/16 inch in width in resilient floor covering joints. Where dissimilar materials abut, a gap not to exceed 1/8 inch is permissible.

Observation	Action Required	Construction Standards
<b>18.5</b> Cuts and gouges in any floor covering.	Builder will correct only if damage is documented on the original Seller's Walk-Through Inspection Checklist made during the pre-occupancy orientation tour.	Item must be noted on. Homeowner is responsible for establishing on pre-closing walk-through inspection list.
<b>18.6</b> Carpeting becomes loose, seam separates, buckles or excessive stretching occurs.	Builder will re-stretch or re-secure carpeting as needed.	Wall-to-wall carpeting, installed as the primary floor covering when stretched and secured properly should not come up, become loose, separate or stretch excessively at its points of attachment.
<b>18.7</b> Soil filtration.	Appearance of soil filtration lines are not a sign of poor construction, defective carpet or improper carpet installation. No action required.	Soil filtration lines are caused by air moving through the carpet, particularly under doors. The carpet fiber acts as an air filter, trapping microscopic particles until their build up enough to be visible.
<b>18.8</b> Hard spots in carpet pad.	No action required.	Rebound pad is a recycled product. It is normal for the pad to exhibit some hard spots.

#### 19.0 HARDWOOD FLOORING

Observation	Action Required	Construction Standards
<b>19.1</b> Joint separation or swelling.	Builder will repair affected area only as necessary to achieve construction standards.	Joints may separate or swell as the floor acclimates absorbing humidity on drying out. Separation greater than 1/8 inch or swelling raising the edge higher than 1/8 inch above the center of each board is not acceptable.
<b>19.2</b> Color variation.	No action required.	Wood is a natural material and each piece will have various grains that absorb stain differently, some dark, some light. It will not have a consistent, uniform appearance. A Swedish finish is applied and should never be waxed. It should be cleaned with a mixture of one cup white vinegar to one gallon of cold water.

**20.0 LAMINATE COUNTERTOP**

Observation	Action Required	Construction Standards
<b>20.1</b> De-laminations and shading in high pressure laminate.	Builder will repair or replace to achieve construction standards.	Countertops fabricated with high pressure laminate coverings should not de-laminate. There may be slight shading between pieces of laminate. Builder does not warrant against cosmetic blemishes such as scratches, stains or chips.

**21.0 CABINETS**

Observation	Action Required	Construction Standards
<b>21.1</b> Cabinet separates from wall or ceiling.	Builder will correct separation in excess of ¼ inch.	Some separation is normal. Caulking is an acceptable method of repair.
<b>21.2</b> Crack in door panel.	Builder will correct only if damage is noted on the original Seller's Walk-Through Inspection Checklist made during the pre-occupancy orientation tour. Builder is not responsible for color variation of new door-vs-existing.	Homeowner is responsible for establishing on pre-closing walk-through inspection list.
<b>21.3</b> Warping of cabinet door or drawer front.	Builder will correct if warp exceeds 3/8 inch as measured from cabinet frame.	Seasonal climate changes may cause warping and may be a temporary condition.
<b>21.4</b> Doors or drawers do not open.	Builder will correct if due to faulty workmanship or materials.	Homeowner maintenance and/or adjustment is required.
<b>21.5</b> Chips, cracks or scratches on countertop or cabinet fixture, fitting or appliance.	Builder will correct only if damage is noted on the original Seller's Walk-Through Inspection Checklist made during the pre-occupancy orientation tour.	Homeowner is responsible for establishing on pre-closing walk-through inspection list.
<b>21.6</b> Delamination of countertop or cabinet.	Builder will correct only if damage is noted on the original Seller's Walk-Through Inspection Checklist made during the pre-occupancy orientation tour.	Homeowner is responsible for establishing on pre-closing walk-through inspection list.
<b>21.7</b> Defective fixture, fitting or appliance.	Builder will correct if due to faulty workmanship or materials.	Homeowner maintenance and/or adjustment is required.

<b>22.0 CHIMNEY AND FIREPLACE</b>
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<b>Observation</b>	<b>Action Required</b>	<b>Construction Standards</b>
<b>22.1</b> Firebox color is changed; accumulation of residue in chimney or flue.	No action required.	Homeowner maintenance is required.
<b>22.2</b> Cracks in firebrick or mortar joint cracks.	No action required.	Intense heat can naturally cause firebricks to crack.
<b>22.3</b> Water infiltration into firebox.	No action required.	A certain amount of water infiltration can be expected under certain weather conditions.
<b>22.4</b> Exterior and interior masonry veneer cracks.	Builder will correct cracks in excess of 1/4 inch wide.	Some cracks are common in masonry and mortar joints. Cracks 1/4 inch in width or less are considered Homeowner maintenance.
<b>22.5</b> Chimney separates from the Home.	Builder will correct separation in excess of 1/2 inch within 10 feet.	Newly built chimneys will often incur slight amounts of separation.
<b>22.6</b> Smoke in living room.	Builder will correct if caused by improper construction or inadequate clearance.	Temporary negative draft situations can be caused by high winds, obstructions such as tree branches too close to the chimney, the geographic location of the fireplace, or its relationship to adjoining walls and roof. In some cases, it may be necessary to open a window to create an effective draft. Since negative draft conditions could be temporary, it is necessary that Homeowner substantiate the problem to Builder by constructing a fire so the condition can be observed.

<b>23.0 PLUMBING/WATER SUPPLY SYSTEM</b>
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<b>Observation</b>	<b>Action Required</b>	<b>Construction Standards</b>
<b>23.1</b> Plumbing pipe freezes and bursts.	No action required.	Drain, waste, vent or water pipes should be adequately protected by Homeowner during cold weather to prevent freezing. Precautionary action should be taken by the Homeowner to prevent freezing, including proper winterization of hosebibs in unheated walls.

Observation	Action Required	Construction Standards
<b>23.2</b> Faucet or valve leak.	Builder will repair or replace any faucet to correct leaks due to defect in material or workmanship.	Valves and faucets should not leak due to defects in material or workmanship.
<b>23.3</b> Defective plumbing fixtures, appliances or trim fittings.	Builder will replace any fixture or fitting which is outside of acceptable standards as defined by the manufacturer.	Each fixture, appliance or fitting should comply with its manufacturer's standards.
<b>23.4</b> Noisy water pipes.	Builder cannot remove all noises due to water flow and pipe expansion. Builder will correct any noise problems that are due to faulty workmanship or installation.	There will be noise emitting from the water pipe system, due to the flow of water.
<b>23.5</b> Leakage from a pipe.	Builder will make necessary repairs to eliminate leakage.	No leaks of any kind should exist in any soil, waste vent or water pipe. Condensation on piping does not constitute leakage and is not Builder's responsibility.
<b>23.6</b> Stopped up sewers, fixtures and drains.	Where defective construction is the cause, Builder will assume the cost of the repair. Builder is not responsible for sewers, fixtures and drains which are clogged through Homeowner's failure to operate and maintain the system properly or from causes outside the control of Builder.	Sewers, fixtures and drains should operate properly.
<b>23.7</b> Cracking or chipping of porcelain or fiberglass surfaces.	Builder will correct only if damage is noted on the original Seller's Walk-Through Inspection Checklist made during the pre-occupancy orientation tour.	Chips and cracks on surfaces of bathtubs and kitchen sinks can occur when the surface is hit with sharp or heavy objects. Homeowner is responsible for establishing on pre-closing walk-through inspection list.
<b>23.8</b> Plumbing fixtures, appliance and trim fittings leak or malfunction.	Builder will correct if due to faulty workmanship and materials. Builder will correct scratches, tarnishing or marring if such damage is noted on the original Seller's Walk-Through Inspection Checklist made during the pre-occupancy orientation tour.	Homeowner maintenance is required. Homeowner is responsible for establishing on pre-closing walk-through inspection list.
<b>23.9</b> Water supply stops.	Builder will correct if due to faulty workmanship or materials inside the Home.	Drought or causes other than faulty workmanship and materials will not be covered under this Limited Warranty.

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**24.0 SEPTIC TANK SYSTEM**

Observation	Action Required	Construction Standards
<p><b>24.1</b> Septic system fails to operate properly.</p>	<p>Builder will be responsible for the design and installation of an operational system and will take corrective action to repair. Builder will not be responsible for malfunctions which occur through Homeowner negligence, abuse, overuse or failure to maintain or from conditions that are beyond Builder's control. Pumps are warranted for one (1) year only.</p>	<p>Septic systems should be capable of properly handling normal flow of household effluent. Septic systems should be designed and installed to comply with applicable code regulations. Builder is not responsible for conditions beyond Builder's control, such as freezing, saturated soil, an increase in the elevation of the water table, excessive use of the system, or limitations established by the local governing agency. Homeowner shall be responsible for septic system maintenance, which includes the following:</p> <ol style="list-style-type: none"> <li>1. Water conservation.</li> <li>2. Accurate recordkeeping.</li> <li>3. Annual system inspections.</li> <li>4. Periodic pumping of the septic tank when needed (2-3 years or as needed).</li> <li>5. Never introducing harmful material into the septic tank.</li> <li>6. Keeping all water runoff away from the system.</li> <li>7. Protecting the system from traffic damage such as vehicles, heavy equipment, or livestock.</li> <li>8. Landscaping the system properly. Not placing impermeable materials over the drainfield or replacement area.</li> <li>9. Annual pump inspection and maintenance.</li> </ol>

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<b>25.0 HEATING AND COOLING</b>
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<b>Observation</b>	<b>Action Required</b>	<b>Construction Standards</b>
<b>25.1</b> Insufficient heating.	Builder will correct if heating system cannot maintain a 70-degree Fahrenheit temperature under normal operating conditions. Temperatures shall be measured at a point 5 feet above center of floor in affected area. On extremely cold days, a 6 degree difference between actual inside temperature and thermostat setting is acceptable. All rooms may vary in temperature by as much as 4 degrees.	Orientation of the Home, location of rooms and location of vents will also provide a temperature differential. There may be periods when outdoor temperature falls below design temperature thereby lowering temperature in the Home. Certain aspects of the Home, including but not limited to, expansive stairways, open foyers, sunrooms or cathedral ceilings may cause abnormal variation from these standards and are not covered by this Limited Warranty.
<b>25.2</b> Insufficient cooling.	Builder will correct if cooling system cannot maintain a 78 degree Fahrenheit temperature, under normal operating and weather conditions. Temperature shall be measured at a point 5 feet above center of the floor in the affected room. On excessively hot days, where outside temperature exceeds 95 degrees Fahrenheit, a difference of 17 degrees from outside temperature will be difficult to maintain. All rooms may vary in temperature by as much as 4 degrees.	Orientation of the Home, location of rooms and location of vents will also provide a temperature differential. There may be period when outdoor temperature rises above design temperature thereby raising temperature in the Home. Certain aspects of the Home, including, but not limited to, expansive stairways, open foyers, sunrooms or cathedral ceilings may cause abnormal variation from these standards and are not covered by this Limited Warranty.
<b>25.3</b> Noisy ductwork.	The stiffening of the ductwork and the metal used shall be such that the ducts do not "oilcan." The booming noise caused by "oilcanning," is not acceptable and the Builder will take necessary steps to eliminate this sound.	When metal is heated, it expands and when cooled, it contracts. The result is "ticking" or "crackling" which is generally to be expected.
<b>25.4</b> Ductwork separates or becomes unattached.	Builder will re-attach and re-secure all separated or unattached ductwork due to poor workmanship.	Ductwork should remain intact and securely fastened.
<b>25.5</b> Refrigerant line leaks.	Builder will correct.	Line should not leak under normal use.
<b>25.6</b> Condensation lines clog under normal use.	No action required.	Condensation lines will clog under normal conditions. Continued operation of drain line requires Homeowner maintenance.

**26.0 ELECTRICAL**

Observation	Action Required	Construction Standards
<b>26.1</b> Circuit breakers trip.	Builder will check wiring for conformity with local and state electrical code requirements and repair wiring if it does not conform to code specifications.	Circuit breakers should not trip under normal usage within designed loads.
<b>26.2</b> Ground fault circuit interrupter (GFCI) trips frequently.	Builder will install GFCI in accordance with approved electrical code. Tripping is to be expected and no action required unless it is due to faulty installation.	Ground fault interrupters are sensitive devices installed into the electrical system to provide protection against electrical shock. These sensitive devices can be tripped very easily.
<b>26.3</b> Outlets, switches or fixtures malfunction.	Builder will correct if caused by defective workmanship or materials.	Homeowner should exercise routine care and maintenance. Replacement of light bulbs is Homeowner's responsibility.
<b>26.4</b> Wiring fails to carry specified load.	Builder will correct if failure is due to improper installation or materials.	Homeowner maintenance is required.

**SELLER**

DL Builders, LLC  
a Washington limited liability company

Date: 08/30/2021

By:   
8/30/2021 5:21:54 PM PDT

**BUYER**

ACCEPTED by Buyer this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Buyer: \_\_\_\_\_

Buyer: \_\_\_\_\_