

MEADOWS PROPERTIES, LLC  
BUILDER'S ADDENDUM "A"

The following is part of the purchase and sale agreement dated: \_\_\_\_\_, between Meadows Properties, LLC., Seller, and \_\_\_\_\_ Purchaser(s).

LEGAL DESCRIPTION OF PROPERTY:

- 1) Purchaser shall have the right to choose exterior paint color, floor covering color, counter top tile color, and light fixtures from the builder's standard selections. All selections are to be made within fourteen (14) days from mutual acceptance, or otherwise, if notified by seller. (Note: Selection is only available if made prior to wall insulation being installed). Exterior Color scheme is subject to ACC approval.
- 2) Purchaser is to make loan application at Magellan Mortgage with Angela Santos 253-579-3479 and closing is to be at Old Republic Title. If purchaser elects to make application at an alternate lender, Purchaser must provide pre-approval letter from alternate lender at submission of offer. Closing must still occur at Old Republic Title and Escrow 1002 39<sup>th</sup> Ave SW Suite 101 Puyallup, WA 98373 (Escrow Officer: Carla Belisle at 253-770-0528). Seller's portion of escrow fee shall not exceed \$125.00. Purchaser will pay normal escrow fee. The Title Policy shall be ordered through Old Republic Title.
- 3) Purchaser to deposit \$5,000.00 Earnest Money. Upon credit approval and/or removal of all contingencies contained here-in, said Earnest Money shall be released to the Seller and construction shall commence. At that time, Earnest Money shall be deemed non-refundable. Purchaser expressly waives all claims to refund of the Earnest Money after contingencies are removed or waived. Upon Seller's receipt of the credit approval letter, financing contingency shall be deemed satisfied and waived. Purchaser authorizes Broker holding Earnest Money, to release funds to the Seller. All deposits will be credited to purchaser at closing. *(To begin construction before a house sale contingency is waived, see item #22)*

\_\_\_\_\_  
Initial & Date

\_\_\_\_\_  
Initial & Date

- 4) Should purchasers be delayed in obtaining loan approval, the closing and completion dates, at seller's sole option, shall be extended an equal amount of time. The completion date is an estimate only; any completion date contained in this agreement is the best estimate of then the new home will be completed. Should construction be delayed due to circumstances beyond seller's control, at seller's sole option, the closing date shall be extended up to 30 days. Meadows Properties, LLC is not responsible for the expiration of Purchaser's loan commitment, penalties, loan fees, or any other fee or loss due to the estimated completion date not being met.
- 5) This transaction shall close according to the Purchase & Sale Agreement or within seven (7) days of delivery to escrow the final inspection and approval to occupy from Pierce County, whichever is sooner. If closing does not occur within this specific time, it is the seller's sole option to terminate or extend the agreement. Readiness to close is evidenced by delivery of final inspection to the escrow company. Closing shall not occur prior to Builder receiving the Final Occupancy Permit. Closing cannot be delayed due to items needing minor repair, adjustment or replacement, as noted on final walk-through. All Seller approved items noted on walk-through will be completed within 30 days of closing.

\_\_\_\_\_  
Initial/Date

\_\_\_\_\_  
Initial/Date

\_\_\_\_\_  
Meadows Properties, LLC.

- 6) It is understood and agreed that any agreements made between purchaser and seller will become null and void should they be contrary to the rules and regulations of any authorities governing the construction of the home (i.e., FHA, VA, County Building and Health Departments). Said disputed agreement will not void the entire Purchase & Sale Agreement, only terminate the disputed item.
- 7) Any inquires or requests, collection of moneys and Earnest Money deposits are to be handled by the Selling Agent. Selling commission shall be based off the list price of home or the selling price, whichever is less.

\_\_\_\_\_  
Selling Agent Initial/Date

- 8) This transaction refers to Model \_\_\_\_\_

- 9) **Any changes/additions must be in writing on an addendum and submitted to the Listing Office ( \_\_\_\_\_ ) by your agent. All options are to be selected and fully paid by buyers within fourteen (14) days after the date of mutual acceptance of the purchase and sale agreement, and shall be considered a non-refundable deposit. Should buyer want to add upgrade costs to the purchase price, buyer will still be required to pay for upgrades in advance, and then be credited back at closing (subject to both lender & Seller approval).** Please be aware that some upgrades and/or changes to your new home may require special engineering and/o permitting which may delay the completion date of your new home. Availability and costs of upgrades may vary if home is already under construction. For each additional change/upgrade made beyond finalizing the upgrade addendum, or made beyond the allowed (14) days after mutual acceptance, will be subject to a \$500.00 change fee payable to the Seller and automatic 2 week extension of the closing date at seller's option. All prices and materials are subject to change without notice. **Varying payment options are occasionally offered as a courtesy and convenience for our customers, however, Purchaser is still ultimately responsible for the payment of any and all upgrades selected. Should closing not occur, due to no fault of the Seller, balance of upgrades shall be paid directly to the Seller within 3 days of termination of the Purchase and Sale Agreement. Seller shall have the sole option to reduce amount owed by Purchaser if selected items have not been installed and/or ordered at the time of cancellation. Provisions in this paragraph shall survive the termination of the Purchase and Sale Agreement.**

\_\_\_\_\_  
Initial & Date

\_\_\_\_\_  
Initial & Date

- 10) Should the appraised price be less than the agreed sales price due to changes/upgrades the purchaser has selected that are not normally offered as standard by the builder, purchaser must pay the difference between the sales and appraised price in cash directly to seller upon closing.
- 11) In the event of any inconsistencies between the terms of the Addendum "A" and the Purchase and Sales Agreement, the terms of Addendum "A" shall supersede.
- 12) Builder reserves the right to modify floor plans, exteriors, specifications, features and product types without notice or obligation in order to accommodate any governmental requirements or supply changes. Any substituted item shall be of equal or better quality.
- 13) Seller shall have sole responsibility of home placement on the lot, observing curb appeal, driveway location, drainage considerations, existing trees, and topography.
- 14) Purchaser has reviewed, understands and accepts the recorded plat Covenants and residential Construction Guidelines.

\_\_\_\_\_  
Initial/Date

\_\_\_\_\_  
Initial/Date

\_\_\_\_\_  
Meadows Properties LLC/Date

- 15) If the construction of the home is subject to the approval of the Architectural Control Committee (ACC), Purchaser agrees to abide by any ACC ruling.
- 16) The Seller, Listing Agent and Selling Licensee make no representations concerning: (a) the lot size; (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. Seller is not responsible for determining legal lot markings.
- 17) Construction shall commence upon release of earnest money to Seller, and building permits being issued by the County. (This item applies to pre-sale homes only.)
- 18) Purchaser has received a blank Form 17 for informational purposes and understands due to the fact this home is a pre-sale or under construction there is not a completed Form 17. Purchaser has been advised of Purchaser's right to receive a complete Real Property Transfer Disclosure Statement. Purchaser waives that right.
- 19) Purchaser has received a blank Form 35 from Selling Agent for information purposes and understands that due to the fact this home is a pre-sale or under construction, an inspection would not be able to be performed within the standard 10 days from Mutual Acceptance. Therefore, the Builder requires that no pre-sale homes or homes under construction be subject to, or contingent upon, having a home inspection. Purchaser has the right to have a home inspection done upon completion of the home, however the Purchase and Sale agreement will not be contingent upon it. Purchaser waives right to an inspection contingency.
- 20) In the event of a dispute of any kind regarding this transaction, at Seller's option, Purchaser will agree to rescind this Purchase and Sale agreement and accept Earnest Money back as their sole and exclusive remedy.
- 21) HOMEOWNER'S ASSOCIATION & OTHER DUES. It is understood that all owners of lots within The Meadows at Orting will become members of the Meadows at Orting Homeowner's Association, a non-profit corporation organized and existing under the laws of the state of Washington. The Association will assess annual dues at each member to maintain and improve the common areas of The Meadows at Orting. The annual dues of the Association for 2007 are in the amount of approximately \$300. Purchaser will be assessed a one-time initiation fee of approximately \$450 per home site, at closing, which will be paid directly to Seller to partially reimburse it for expenses associated with certain plat improvements installed by the Seller.
- 22) If buyer is contingent and wants construction on new home to begin prior to contingency being removed or waived, buyer must release earnest money deposit of \$5,000 to the seller immediately as a non-refundable construction deposit. (Addendum available from listing agent). The following formula will apply in regards to Buyers Contingency Status:
  - a) Purchaser cannot be bumped during the course of construction, however if purchaser's home sells, purchaser must remove contingency status and paragraph 5 of this addendum shall apply.
  - b) Upon notice of final occupancy, if purchaser is still contingent, purchaser shall have 7 days to close on subject property. If closing does not occur within the allowed 7 days, purchaser will be subject to being bumped from the subject property by a non-contingent purchaser. Upon being bumped, the construction deposit remains non-refundable.

\_\_\_\_\_  
Purchaser Date

\_\_\_\_\_  
Purchaser Date

\_\_\_\_\_  
Meadows Properties, LLC

Dear Customer,

Thank you for purchasing one of our homes. We at Meadows Properties, LLC appreciate your decision to purchase your new home from us. We'd like to take this opportunity to inform you of some facts about the building of your new home. This information is designed to minimize misunderstanding; however, it is impossible to predict every detail or question that may arise. After we have gone through all government and county offices, and you the Purchaser have received credit approval, we will begin construction. Please remember that we cannot control the time it takes to go through some of these governing offices.

**PLEASE DO NOT WALK THROUGH YOUR HOUSE DURING THE CONSTRUCTION PHASE** without your sales agent or an on-site sales representative. Violations will stop construction of the dwelling, as our insurance will not cover you should you become injured. During construction, you may notice what you believe are errors in construction. Minor problems are not unusual in the process of construction and in fact, most will be corrected during the normal course of construction. Please do not contact the Seller to report minor problems. However, if a major problem should develop, please call your sales agent, who will then report the problem to the Seller's agent representative.

We understand your interest in your new home; however, we respectfully request that you do not bother the Job Superintendents or workers on the job site. Our employees and subcontractors must meet construction deadlines and are instructed not to discuss the construction with the prospective purchasers, as this seems to inadvertently lead to misunderstandings and construction delays.

Meadows Properties, LLC will make every effort to complete your home per the closing date on the Purchase and Sale Agreement. However please remember that unforeseen circumstances such as weather, material shortages, or illness may cause unexpected delays.

**WARRANTY AND DISPUTES**

One Year Warranty. Purchaser understands and agrees that warranties of all appliances and other consumer products installed in the home are those of the manufacturer or supplier and same are assigned to Purchaser, effective on the date of closing. In any event, Seller shall not be liable for any personal injury or other consequential or secondary damages and/or losses which arise from our out of any and all defects. Except for purchases of FHA or VA financed homes, Purchaser acknowledges and understands that the Warranty includes a provision requiring all disputes that arise under the Warranty to be submitted to binding arbitration.

**FINAL WALK-THRU:**

A walk-through inspection will be done by Purchaser prior to closing or early possession. The Purchaser MUST inspect the residence and will have the opportunity to note all inefficiencies in construction at that time. Any items in question on the walk-through will be reviewed, and if judged by our customer service representative to be defective, correction will be authorized. If any item in question is judged to be a homeowner maintenance responsibility or it falls within Seller's quality standard, the Purchaser will be advised that no corrective action will be taken.

Purchaser agrees to accept the residence "AS IS" except for those items covered by the one year limited warranty specifications or any deficiencies noted on the walk-through form.

Walk-through inspections hours are 9 a.m. to 2 p.m. WEEKDAYS. We realize the possible inconvenience but due to crew scheduling, we must adhere to this policy. A minimum of forty-eight (48) hours notice will be required to schedule a walk-through.

**TO ENSURE A MORE TIMELY COMPLETION OF PICK-UP ITEMS NOTED AT WALK-THRU, NO MOVE-IN'S Or EARLY OCCPANCY WILL BE ALLOWED WITHIN 3 DAYS FOLLOWING BUILDER'S WALK-THROUGH/ORIENTATION.**

\_\_\_\_\_  
Purchaser Initial/Date

\_\_\_\_\_  
Purchaser Initial/Date

\_\_\_\_\_  
Meadows Properties, LLC/Date

## CUSTOMER SERVICE AFTER CLOSING

Seller reserves the right to enter the residence after closing to complete warranty and customer service work. Seller may require the presence of the owner while repairs are being made. If the owner is not present, then he/she waives any claim which may arise regarding loss or damage of property. Please remember, if we cannot get in, we cannot make repairs.

- A. If you have a problem after closing with plumbing, electrical, etc., please call the sub-contractors. (Numbers listed in your Buyer's Book at closing).
- B. Schedule an appointment.
- C. If you do not receive satisfactory service from the sub-contractor and you still need assistance, please send an e-mail to the Meadows Properties LLC, Customer Service Department at [Marilee@NyboHQ.com](mailto:Marilee@NyboHQ.com). Be sure to include your name, address and/or home site #, phone number at work and home, along with a description of the problem. We will need to know when you called the sub-contractor and whom you talked with in order to be of assistance to you. Do not call the office unless immediate/emergency assistance is needed.

All construction meets or exceeds FHA and residential warranty Corporation standards; however, certain conditions are inevitable or unavoidable and beyond the scope of any construction standards or expectations. These conditions include, without limitation, conditions arising as a result of ground water, also including all types of molds and fungi, geographic conditions, climate conditions and influences, conditions arising as a result of the passage of time, and the care and attention (maintenance) by the owner. Purchasers are aware that there may be mold, mold growth, or mold spores on construction sites. Despite the awareness by all parties that mold may be present on the premises, both purchaser and seller elect to go forward with the transaction acknowledging this fact. The following conditions are not warranted except as set forth in Meadows Properties, LLC standards:

- A. Abuse, alteration, accidents or wear and tear caused by owner. Meadows Properties, LLC are the sole judges of acceptable tolerances.
- B. Sheet rock cracking due to normal settling.

Again, thank you for choosing a Meadows Properties, LLC Home.

Sincerely,

\_\_\_\_\_  
Jerry Nybo – Managing Member  
Meadows Properties, LLC

THE UNDERSIGNED HAS READ AND UNDERSTANDS THIS NOTICE.

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date