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KING COUNTY
SUPERIOR COURT CLERK
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CASE NUMBER: 13-2-17004-3 SEA

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6 **IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON**
7 **IN AND FOR THE COUNTY OF KING**

8 **HAIFENG YU & MINYI HUANG**, Husband
and wife and the marital community comprised
thereof,

9 Plaintiffs,

10 v.

11 **HIGHMARK HOMES, LLC**, A Washington
12 limited liability company; **THOMAS TOLLEN**,
A Washington resident; **DOES 1-10**, All whose
13 true names are unknown at this time.

14 Defendants.

NO. 13-2-17004-3 SEA

**PLAINTIFFS' 1ST AMENDED
COMPLAINT FOR BREACH OF
CONTRACT, SPECIFIC PERFORMANCE,
CONVERSION & RESTITUTION OF
MONEY HAD AND RECEIVED**

15
16 COME NOW the Plaintiffs, Haifeng Yu & Minyi Huang (jointly "Plaintiffs"), by and through
17 their attorney of record, Michael E. Schneider of The Schneider Law Offices, PLLC, and state and
18 allege as follows:

19 **I. PARTIES, JURISDICTION AND VENUE**

20 1. The Plaintiffs, Haifeng Yu & Minyi Huang, are now and at all times relevant herein were
21 residents of King County, Washington.

22 2. Defendant, Highmark Homes, LLC ("Highmark"), is now and at all times relevant herein
23 was a Washington State Limited Liability Company located in and operating out of King County,
24 Washington.

1 3. Defendant, Thomas Tollen, is believed now and at all times relevant herein was believed
2 to be a resident of King County, Washington.

3 4. The Agreement constituting the subject matter of this action was entered into and has
4 been and is to be performed in King County, Washington. The real property constituting the subject
5 matter of this action and the cause for and relief of specific performance is located King County,
6 Washington.

7 5. Plaintiffs are unaware of the true names and capacities of the Defendants sued herein as
8 DOES 1 through 10, inclusive. Plaintiffs will amend their Complaint to allege the true names and
9 capacities when same are ascertained. Plaintiffs are informed and believe and thereon allege that
10 Defendants DOES 1 through 10 are agents, employees, servants, general and/or limited partners,
11 members or entity or business principals of each other and the other Defendants, and in doing the things
12 hereinafter alleged were acting in the course and scope of their authority as such agents, employees,
13 servants, general and/or limited partners, members or entity or business principals, with the permission
14 and consent of their codefendants. Plaintiffs are informed and believe and thereon allege that each of
15 these fictitiously named Defendants is responsible in some manner for the occurrences herein alleged,
16 and that Plaintiffs' damages as herein alleged were proximately caused by their conduct.

17 6. Jurisdiction and venue are proper in this Court.

18 II. FACTS

19 7. On or around June 15, 2012, Plaintiffs and Highmark entered into a written "Residential
20 Real Estate Purchase and Sale Agreement" ("Agreement") for the sale, purchase and deed to Plaintiffs
21 of fee title to that real property commonly known as and located at 16106 Main View Lane NE, Duvall,
22 Wa 98019, King County APN # 9429400010, legally described as: Lot 1 of Willow Ridge, As Per Plat
23 Recorded In Volume 238 Of Plats, Pages 66 Through 69, Inclusive, Records Of King County Auditor,
24 Situated In The County Of King, State Of Washington ("Property"). Under the Agreement, Highmark
25 received from Plaintiffs and agreed to hold in trust for the benefit of Plaintiffs the sum of \$5,000.00

1 (“Deposit”), to be applied to the Property purchase price of \$259,950.00 at closing. A copy of the
2 Agreement is attached to this Complaint and marked as *Exhibit A*.

3 8. On or around April 12, 2013, Highmark sent Plaintiffs a notice purporting to terminate
4 the Agreement. Highmark, by clearly and unequivocally refusing to perform under or complete
5 performance of the Agreement, or accept Plaintiffs’ performance under the Agreement, was in material
6 breach of the Agreement (“Anticipatory Breach and Repudiation”). As of April 12th, 2013, and since,
7 Plaintiffs have stood ready, willing and able to perform their obligations under Agreement.

8 9. On or around April 12, 2013, Defendants took, asserted ownership over and were unjustly
9 enriched by the Deposit, such without or absent: (a) any right or justification; (b) any breach of the
10 Agreement by Plaintiffs; (c) Plaintiffs’ consent; and (d) in breach of the Agreement and Defendants’
11 fiduciary and trustee duties respecting such Deposit.

12 10. Plaintiffs have been damaged by the actions of the Defendants.

13 **III. FIRST CAUSE OF ACTION:**
14 **BREACH OF CONTRACT AND COVENANT**

15 11. Plaintiffs incorporate Sections above 1-10 as if fully set forth herein.

16 12. At all times relevant, Plaintiffs have fully and timely performed, have been ready, willing
17 and able to perform or, by virtue of and from and after Highmark’s Anticipatory Breach and
18 Repudiation, have been excused from the performance of the stipulations, conditions and covenants in
19 the Agreement to be performed by Plaintiffs, all such having been done by Plaintiffs in the manner
20 specified by the Agreement or allowed under relevant law.

21 13. Highmark, without right or excuse, has: (a) wrongfully repudiated the Agreement and
22 has, thus, anticipatorily and materially breached the Agreement; (b) has failed and refused, and still fails
23 and refuses, to perform under the Agreement on its part; and (c) breached its contractual and statutory
24 covenant and duty of good faith and fair dealing. Highmark’s breaches of the Agreement are material
25 breaches that go to the essence of the Agreement.

1 14. Highmark's acts and breaches described above have directly and proximately caused
2 Plaintiffs to sustain general, special and consequential damages in sums to be determined at trial.

3 **IV. SECOND CAUSE OF ACTION: SPECIFIC PERFORMANCE**

4 15. Plaintiffs incorporate paragraphs 1-14 as if fully set forth herein.

5 16. Highmark has not performed and has refused and still refuses to: (a) allow Plaintiffs to
6 complete Plaintiffs' performance under the Agreement; (b) close escrow and convey fee title of Property
7 to Plaintiffs; (c) complete performance specified in the Agreement to be performed by Highmark,
8 despite Plaintiffs having and continuing to demand performance by Highmark.

9 17. Plaintiffs have no plain, speedy, and adequate legal remedy that would be as efficient to
10 attain the ends of justice, and its prompt administration, as a judicial decree for specific performance
11 would since the Property is unique and damages or other legal remedies for the breach of the Agreement
12 are inadequate.

13 18. The Agreement is fair and equitable and is supported by adequate consideration.

14 19. Specific performance of the Agreement would be fair and equitable, is in the public
15 interest, and would not be unduly harsh on Highmark.

16 **V. THIRD CAUSE OF ACTION: CONVERSION**

17 20. Plaintiffs incorporate Sections above 1-19 as if fully set forth herein.

18 21. On or around April 12, 2013, Defendants took and asserted ownership of the Deposit,
19 such without or absent: (a) any right or justification; (b) any breach of the Agreement by Plaintiffs; (c)
20 Plaintiffs' consent; and (d) in breach of the Agreement and Defendants' fiduciary and trustee duties
21 respecting such Deposit.

22 22. Plaintiffs have demanded that Defendants return the Deposit to Plaintiffs, but Defendants
23 have refused and failed to do so.
24
25

1 23. Accordingly, Defendants have willfully, wrongfully and maliciously converted Plaintiffs'
2 Deposit without factual or lawful justification, and have damaged the Plaintiffs and deprived Plaintiffs
3 of possession, use and enjoyment thereof.

4 **VI. FOURTH CAUSE OF ACTION: RESTITUTION OF MONEY HAD AND RECEIVED**

5 24. Plaintiffs incorporate Sections above 1-23 as if fully set forth herein.

6 25. On or around April 12, 2013, the Defendants were unjustly enriched by and became
7 indebted to Plaintiffs in the sum of not less than \$5,000.00, for money had and received by the
8 Defendants for the use and benefit of Plaintiffs.

9 26. Plaintiffs have repeatedly demanded payment from Defendants. No payment has been
10 made by the Defendants to Plaintiffs, and Plaintiffs are now owed the sum of not less than \$5,000.00,
11 with interest on that amount at the legal rate from April 12, 2013.

12 **VII. PRAYER FOR RELIEF**

13 WHEREFORE, the Plaintiffs pray for relief as follows:

14 27. For a judicial order and decreed of specific performance by the Court, ordering
15 Defendant Highmark to: (a) complete performance of Agreement; (b) allow Plaintiffs to complete
16 performance of the Agreement; and (c) close Agreement and Property escrow and deed fee simple title
17 of Property to the Plaintiffs;

18 28. In the alternative, for judgment against Defendant Highmark awarding Plaintiffs their
19 damages resulting from Highmark's material breach of the Agreement in an amount to be determined at
20 trial;

21 29. In the alternative, for judgment against the Defendants awarding Plaintiffs their damages
22 for the fair market value of the Deposit in an amount not less than \$5,000.00 US.

23 30. For an award of the Plaintiffs' costs, expenses and attorney's fees incurred in this action,
24 including prejudgment interest; and
25

1 31. For such other and further relief as the Court deems just.
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3 DATED this 2nd day of May, 2013.
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5 The Schneider Law Offices, PLLC

6 /s/ Michael E. Schneider

7 Michael E. Schneider, WSBA #41633

8 Attorney for Plaintiffs
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Exhibit A

**RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
 SPECIFIC TERMS**

1. Date: June 13, 2012 MLS No.: 364077
2. Buyer: Haifeng Yu and Minyi Huang
3. Seller: Highmark Homes, LLC
4. Property: Tax Parcel No(s): 9429400010 (King County)
 Street Address: 16106 Main View Lane NE, Duvall Washington 98019
 Legal Description: Attached as Exhibit A.
5. Included Items: stove/range; refrigerator; washer; dryer; dishwasher; hot tub; fireplace insert;
 wood stove; satellite dish; security system; other _____
6. Purchase Price: \$ 259,950.00 Two Hundred Fifty Nine Thousand Nine Hundred Fifty dolla
7. Earnest Money: (To be held by Selling Firm; Closing Agent)
 Personal Check: \$ 5,000.00; Note: \$ _____; Other (_____): \$ _____
8. Default: (check only one) Forfeiture of Earnest Money; Seller's Election of Remedies
9. Title Insurance Company: WFG
10. Closing Agent: a qualified closing agent of Buyer's choice; WFG
11. Closing Date: 10/15/2012 or within 5 days of final inspection for occupancy.
12. Possession Date: on Closing; Other _____
13. Offer Expiration Date: 06/15/2012
14. Services of Closing Agent for Payment of Utilities: Requested (attach NWMLS Form 22K); Waived
15. Charges and Assessments Due After Closing: assumed by Buyer; prepaid in full by Seller at Closing
16. Agency Disclosure: Selling Broker represents: Buyer; Seller; both parties; neither party
 Listing Broker represents: Seller; both parties
17. Addenda: 22A(Financing) 22D(Opt. Clauses) 22K(Utilities) 22T(Title Cont.)
35(Inspection) Highmark Homes Builder Addendum 'A' 6-14-12

6-14-12
 (TC)
 Hf
 MH
 6-15-12

Buyer's Signature [Signature] Date 06/13/2012
 Buyer's Signature [Signature] Date 06/13/2012
 Buyer's Address 11870 178th PI NE
 City, State, Zip Redmond, WA, 98052
 Phone No. _____ Fax No. _____
2063808899
 Buyer's E-mail Address The Force Realty 5074
 Selling Firm _____ MLS Office No. _____
 Selling Firm's Assumed Name (if applicable) Lihong Tang 88037
 Selling Broker (Print) _____ MLS LAG No. _____
888-243-4243 877-243-4329
 Phone No. _____ Firm Fax No. _____
hazel@pneti.com
 Selling Broker's E-mail Address _____

Seller's Signature [Signature] Date 6-14-12
 Seller's Signature _____ Date _____
 Seller's Address Tukwila, WA
 City, State, Zip _____
253-277-0137
 Phone No. _____ Fax No. _____
 Seller's E-mail Address Windermere R E/Lake Tapps, Inc 9374
 Listing Firm _____ MLS Office No. _____
 Listing Firm's Assumed Name (if applicable) Ray Koltermann 39692
 Listing Broker (Print) _____ MLS LAG No. _____
253-883-0400 253-883-0401
 Phone No. _____ Firm Fax No. _____
raykolt@windermere.com
 Listing Broker's E-mail Address _____

RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
GENERAL TERMS

Continued

- 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.
- b. **Earnest Money.** Buyer shall deliver the Earnest Money within 2 days after mutual acceptance of this Agreement to Selling Broker who will deposit any check to be held by Selling Firm, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling 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 Selling Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Firm is over \$10,000.00 Buyer has the option to require Selling 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 Selling 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. Selling 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 Selling 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, the other party may make a written demand to the Closing Agent for the Earnest Money. If only one party makes such a demand, Closing Agent shall promptly deliver notice of the demand to the other party. If the other party does not object to the demand within 10 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand. If 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. The parties are advised that, notwithstanding the foregoing, Closing Agent may require the parties to execute a separate agreement before disbursing 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. Upon either party's request, the party holding the Earnest Money shall commence an interpleader action in the county in which the Property is located. For the purposes of this paragraph, the term Closing Agent includes a Selling 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; fireplace doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers and remotes; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; all bathroom and other fixtures; and all associated operating equipment. If any of the above Included Items are leased or encumbered, Seller shall acquire and clear title at or 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. 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.
- 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 Selling 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

Initials: BUYER: HY Date: 06/17/2013 SELLER: TLJ Date: 6-14-13
BUYER: M.H Date: 06/15/2012 SELLER: _____ Date: _____

RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
GENERAL TERMS

Continued

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 entitled to possession. If possession transfers at a time other than Closing, the parties agree to 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. The parties acknowledge that the Brokers are not responsible for ensuring that Seller complies with RCW 19.27.530. 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) 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 as to the quantity and current price from the supplier. Seller shall pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 14, 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).

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 encumbrances at the time of Closing, or 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. 15.

i. **Sale Information.** Listing Broker and Selling 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 Selling Broker, on request, any and all information and copies of documents concerning this sale.

j. **FIRPTA - Tax Withholding at Closing.** The Closing Agent is instructed to prepare a certification (NWMLS Form 22E or equivalent) that Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act. Seller shall sign this certification. If Seller is a foreign person, 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.

k. **Notices.** In consideration of the license to use this and NWMLS's companion forms and for the benefit of the Listing Broker and the Selling Broker as well as the orderly administration of the offer, counteroffer or this Agreement, the parties irrevocably agree that unless otherwise specified in this Agreement, any notice required or permitted in, or 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 given only when the notice is received by Seller, by Listing Broker at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed

Initials: BUYER: HY Date: 06/10/2014 SELLER: [Signature] Date: 6-14-14
BUYER: MD Date: 06/18/2014 SELLER: _____ Date: _____

**RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
GENERAL TERMS**

Continued

given only when the notice is received by Buyer, by Selling Broker or at the licensed office of Selling Broker. Receipt by 117
Selling Broker of a Form 17, Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards, Public 118
Offering Statement or Resale Certificate, homeowners' association documents provided pursuant to NWMLS Form 119
22D, or a preliminary commitment for title insurance provided pursuant to NWMLS Form 22T shall be deemed receipt 120
by Buyer. Selling Broker and Listing Broker have no responsibility to advise of receipt of a notice beyond either phoning 121
the party or causing a copy of the notice to be delivered to the party's address shown on this Agreement. Buyer and 122
Seller must keep Selling Broker and Listing Broker advised of their whereabouts in order to receive prompt notification 123
of receipt of a notice. 124

- l. Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated 125
in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the 126
last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday 127
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 128
Saturday, Sunday or legal holiday. Any specified period of 5 days or less shall not include Saturdays, Sundays or legal 129
holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, 130
except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day 131
when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or 132
day when the county recording office is closed. If the parties agree upon and attach a legal description after this 133
Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual 134
acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than 135
on the date the legal description is attached. Time is of the essence of this Agreement. 136
- m. Facsimile and E-mail Transmission.** Facsimile transmission of any signed original document, and retransmission of 137
any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the 138
Closing Agent, the parties will confirm facsimile transmitted signatures by signing an original document. E-mail 139
transmission of any document or notice shall not be effective unless the parties to this Agreement otherwise agree in 140
writing. 141
- n. Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and 142
supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall 143
be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in 144
electronic form has the same legal effect and validity as a handwritten signature. 145
- o. Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, 146
unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the 147
Buyer on the first page of this Agreement. 148
- p. Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following 149
provision, as identified in Specific Term No. 8, shall apply: 150

 - i. Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the 151
Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure. 152
 - ii. Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages 153
as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual 154
damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue 155
any other rights or remedies available at law or equity. 156
- q. Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a 157
certified public accountant to review the terms of this Agreement. Buyer and Seller agree to pay their own fees incurred 158
for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement the prevailing 159
party is entitled to reasonable attorneys' fees and expenses. 160
- r. Offer.** Buyer shall purchase the Property under the terms and conditions of this Agreement. Seller shall have until 9:00 161
p.m. on the Offer Expiration Date to accept this offer, unless sooner withdrawn. Acceptance shall not be effective until a 162
signed copy is received by Buyer, by Selling Broker or at the licensed office of Selling Broker. If this offer is not so 163
accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 164
- s. Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of the Seller's 165
name, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. 166
on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be 167
effective until a signed copy is received by Seller, by Listing Broker or at the licensed office of Listing Broker. If the 168
counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 169
- t. Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the 170
offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, 171
unless sooner withdrawn. 172

Initials: BUYER: HA Date: 6/13/2012 SELLER: (Signature) Date: 6-14-12
BUYER: MA Date: 6/13/2012 SELLER: _____ Date: _____

RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
GENERAL TERMS

Continued

- u. **Agency Disclosure.** Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and 173
Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing 174
Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) 175
represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons 176
affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager 177
(if any), and Managing Broker (if any) representing both parties as dual agents. If Selling Broker and Listing Broker are 178
the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her 179
Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All 180
parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency." 181

- v. **Commission.** Seller and Buyer agree to pay a commission in accordance with any listing or commission agreement to 182
which they are a party. The Listing Firm's commission shall be apportioned between Listing Firm and Selling Firm as 183
specified in the listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm receiving compensation from 184
more than one party. Seller and Buyer hereby assign to Listing Firm and Selling Firm, as applicable, a portion of their 185
funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) 186
directly to the Firm(s). In any action by Listing or Selling Firm to enforce this paragraph, the prevailing party is entitled to 187
court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries 188
under this Agreement. 189

- w. **Cancellation Rights/Lead-Based Paint.** If a residential dwelling was built on the Property prior to 1978, and Buyer 190
receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after 191
mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter. 192

- x. **Information Verification Period and Property Condition Disclaimer.** Buyer shall have 10 days after mutual 193
acceptance to verify all information provided from Seller or Listing Firm related to the Property. This contingency shall 194
be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual 195
acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money 196
shall be refunded to Buyer. Buyer and Seller agree, that except as provided in this Agreement, all representations and 197
information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. The 198
parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under 199
this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter related to 200
this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers 201
do not guarantee the value, quality or condition of the Property and some properties may contain building materials, 202
including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or 203
governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising 204
after construction, such as drainage, leakage, pest, rot and mold problems. Brokers do not have the expertise to identify 205
or assess defective products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to 206
Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective materials and evaluate the 207
condition of the Property as there may be defects that may only be revealed by careful inspection. Buyer and Seller 208
acknowledge that home protection plans may be available which may provide additional protection and benefit to Buyer 209
and Seller. Brokers may assist the parties with locating and selecting third party service providers, such as inspectors or 210
contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties 211
agree to exercise their own judgment and due diligence regarding third-party service providers. 212

Initials: BUYER: HJ Date: 06/15/2015 SELLER: (Signature) Date: 6-14-12
BUYER: M.H. Date: 06/13/2012 SELLER: (Signature) Date: _____

**FINANCING ADDENDUM TO
PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated June 13, 2012 1
between Haifeng Yu and Minyi Huang ("Buyer") 2
and Highmark Homes, LLC ("Seller") 3
concerning 16106 Main View Lane NE, Duvall, WA 98019 (the "Property"). 4

1. DOWN PAYMENT/LOAN APPLICATION. 5

- a. **Loan Application.** This Agreement is contingent on Buyer obtaining the following loan or loans to purchase 6
the Property (the "Loan(s)"): Conventional First; Conventional Second; Bridge; VA; FHA; Rural 7
Development ("RD"); Home Equity Line of Credit; Other _____ (the 8
"Financing Contingency"). Buyer agrees to pay \$ _____ down, 9
in addition to the Loans and to make written application for the Loans to pay the balance of the Purchase 10
Price and pay the application fee, if required, for the subject Property within _____ days (5 days if 11
not filled in) after mutual acceptance of this Agreement. If not waived, the Financing Contingency shall survive 12
the Closing Date. 13
- b. **Waiver of Financing Contingency.** If Buyer (i) fails to make application for financing for the Property within 14
the agreed time; (ii) changes the type of loan without Seller's prior written consent; or (iii) changes the lender 15
without Seller's prior written consent after the agreed upon time to apply for financing expires, then the 16
Financing Contingency shall be deemed waived. For purposes of this Addendum, "lender" means the party 17
funding the loan. 18

2. SELLER'S RIGHT TO TERMINATE. 19

- a. **Right to Terminate Notice.** At any time _____ days (30 days if not filled in) after mutual 20
acceptance, Seller may give notice to Buyer that Seller may terminate the Agreement at any time 3 days after 21
delivery of that notice (the "Right to Terminate Notice"). NWMLS Form 22AR may be used for this notice. 22
- b. **Termination Notice.** If Buyer has not previously waived the Financing Contingency, Seller may give notice of 23
termination of this Agreement (the "Termination Notice") any time following 3 days after delivery of the Right 24
to Terminate Notice. If Seller gives the Termination Notice before Buyer has waived the Financing 25
Contingency, this Agreement is terminated and the Earnest Money shall be refunded to Buyer. NWMLS Form 26
22AR shall be used for this notice. 27

3. **LOAN COST PROVISIONS.** Seller agrees to pay up to 2% _____ (\$0.00 if not filled in), which 28
shall be applied to Buyer's Loan(s) and settlement costs, including, but not limited to prepaids, loan discount, loan 29
fee, interest buy down, financing, closing, or other costs allowed by lender. If this sale is contingent on Buyer 30
obtaining an FHA, RD, or VA loan, Seller shall also pay up to \$300.00 for that portion of Buyer's Loan and 31
settlement costs that the Lender is prohibited from collecting from Buyer under FHA/RD/VA regulations. If this 32
sale is contingent on Buyer obtaining a VA loan, Seller shall also pay the full escrow fee for the closing of this 33
Agreement. 34

4. **EARNEST MONEY.** If Buyer has not waived the Financing Contingency, and is unable to obtain financing after a 35
good faith effort then, on Buyer's notice, this Agreement shall terminate. The Earnest Money shall be refunded to 36
Buyer after Buyer delivers to Seller written confirmation from Buyer's lender confirming (a) the date Buyer's loan 37
application for the subject property was made; (b) that Buyer possessed sufficient funds to close; and (c) the 38
reasons Buyer's application was denied. If Seller terminates this Agreement, the Earnest Money shall be refunded 39
without need for such confirmation from Buyer's lender. 40

5. **INSPECTION.** Seller agrees to permit inspections required by Buyer's lender, including but not limited to 41
structural, pest, heating, plumbing, roof, electrical, septic, and well inspections. Seller is not obligated to pay for 42
such inspections unless otherwise agreed. 43

Initials: BUYER: HY Date: 06/13/2012 SELLER: (TL) Date: 6-14-12
BUYER: MY Date: 06/13/2012 SELLER: _____ Date: _____

**FINANCING ADDENDUM TO
PURCHASE & SALE AGREEMENT**
Continued

6. **APPRAISAL LESS THAN SALE PRICE.** If Buyer's lender's appraised value of the Property is less than the 44
Purchase Price, Buyer may, within 3 days after receipt of a copy of lender's appraisal, give notice, which includes 45
a copy of lender's appraisal, of Buyer's election to terminate this Agreement unless Seller, within 10 days after 46
receipt of such notice, delivers to Buyer either: 47
- a. A reappraisal or reconsideration of value, at the Seller's expense, by the same appraiser or another 48
appraiser, acceptable to the lender, in an amount not less than the Purchase Price; or 49
 - b. Seller's written consent to reduce the Purchase Price to an amount not more than the amount specified in the 50
appraisal or reappraisal by the same appraiser, or an appraisal by another appraiser acceptable to lender, 51
whichever is higher. (This provision is not applicable if this Agreement is conditioned on FHA, VA, or RD 52
financing. FHA, VA, and RD financing does not permit the Buyer to be obligated to buy if the Seller reduces 53
the Purchase Price to the appraised value. Buyer, however, has the option to buy at the reduced price.) 54
- If such appraisal, reappraisal, or consent to reduction of the Purchase Price is not so delivered, this Agreement 55
shall terminate and the Earnest Money shall be refunded to Buyer. The Closing date shall be extended as 56
necessary to accommodate the foregoing times for notices. Buyer's waiver of the Financing Contingency 57
constitutes waiver of this Paragraph 6. 58
7. **FHA/VA/RD - Appraisal Certificate.** If this Agreement is contingent on Buyer obtaining FHA, VA, or RD 59
financing, notwithstanding any other provisions of this Agreement, Buyer is not obligated to complete the 60
purchase of the Property unless Buyer has been given in accordance with HUD/FHA, VA, or RD requirements a 61
written statement by FHA, VA, RD or a Direct Endorsement lender, setting forth the appraised value of the 62
Property (excluding closing costs). Buyer shall pay the costs of any appraisal. If the appraised value of the 63
Property is less than the Purchase Price, Paragraph 6 above shall apply. If Seller does not reduce the Purchase 64
Price to the appraised or reappraised value, or deliver a reappraisal at or exceeding the Purchase Price, Buyer 65
may close this Agreement without regard to the appraised value, provided the difference in excess of the 66
appraised value is paid in cash. 67
- Purpose of Appraisal.** The appraised valuation is arrived at only to determine the maximum mortgage FHA, VA, 68
or RD will insure. FHA, VA, or RD do not warrant the value or the condition of the Property. Buyer agrees to 69
satisfy himself/herself that the price and condition of the Property are acceptable. 70
8. **EXTENSION OF CLOSING TO ACCOMMODATE REQUIREMENTS OF REGULATION Z OF THE TRUTH IN 71
LENDING ACT.** In the event the Annual Percentage Rate ("APR") of Buyer's Loan(s) varies from the APR initially 72
disclosed to Buyer in the Good Faith Estimate provided by Buyer's lender(s) by .125% or more in the case of a 73
fixed rate loan or .250% in an adjustable rate loan, the Closing Date shall be extended for up to four (4) days to 74
accommodate the requirements of Regulation Z of the Truth in Lending Act. This paragraph shall survive Buyer's 75
waiver of the Financing Contingency. 76

Initials: BUYER: J.H. Date: 06/13/2012 SELLER: [Signature] Date: 6-14-12
BUYER: M.H. Date: 06/13/2012 SELLER: _____ Date: _____

INSPECTION ADDENDUM TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated June 13, 2012 1
between Haifeng Yu and Minyi Huang ("Buyer") 2
and Highmark Homes, LLC ("Seller") 3
concerning 16106 Main View Lane NE, Duvall, WA 98019 (the "Property"). 4

1. a. **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 6
Buyer's option and without limitation, the structural, mechanical and general condition of the improvements 7
to the Property, compliance with building and zoning codes, an inspection of the Property for hazardous 8
materials, a pest inspection, and a soils/stability inspection. 9

Buyer's Obligations. All inspections are to be (a) ordered by Buyer, (b) performed by inspectors of Buyer's 10
choice, and (c) completed at Buyer's expense. Buyer shall not alter the Property or any improvements on the 11
Property without first obtaining Seller's permission. Buyer is solely responsible for interviewing and selecting 12
all inspectors. Buyer shall restore the Property and all improvements on the Property to the same condition 13
they were in prior to the inspection. Buyer shall be responsible for all damages resulting from any inspection 14
of the Property performed on Buyer's behalf. 15

BUYER'S NOTICE. This inspection contingency SHALL CONCLUSIVELY BE DEEMED WAIVED unless 16
within _____ days (10 days if not filled in) after mutual acceptance of this Agreement (the "Initial 17
Inspection Period"), Buyer gives notice (1) approving the inspection and waiving this contingency; (2) 18
disapproving the inspection and terminating the Agreement; (3) that Buyer will conduct additional 19
inspections; or (4) proposing repairs to the property or modifications to the Agreement. If Buyer disapproves 20
the inspection and terminates the Agreement, the Earnest Money shall be refunded to Buyer. If Buyer 21
proposes repairs to the property or modifications to the Agreement, including adjustments to the purchase 22
price or credits for repairs to be performed after closing, the parties shall negotiate as set forth in paragraph 23
1.c, below. The parties may use NWMLS Form 35R to give notices required by this Addendum. 24

ATTENTION BUYER: If Buyer fails to give timely notice, then this inspection contingency shall be deemed 25
waived and Seller shall not be obligated to make any repairs or modifications. 26

b. **Additional Inspections.** If an inspector so recommends, Buyer may obtain further evaluation of any 27
item by a specialist at Buyer's option and expense if, on or before the end of the Initial Inspection Period, 28
Buyer provides Seller a copy of the inspector's recommendation and notice that Buyer will seek additional 29
inspections. If Buyer gives timely notice of additional inspections, Buyer shall have _____ (5 days if 30
not filled in) after giving the notice to obtain the additional inspection(s) by a specialist. 31

c. **Buyer's Requests for Repairs or Modifications.** If Buyer requests repairs or modifications under 32
paragraph 1.a above, the parties shall negotiate as set forth in this paragraph. All requests, responses, and 33
replies made in accordance with the following procedures are irrevocable for the time period provided. 34

(i) **Seller's Response to Request for Repairs or Modifications.** Seller shall have _____ days 35
(3 days if not filled in) after receipt of Buyer's request for repairs or modifications to give notice that 36
Seller (a) agrees to the repairs or modifications proposed by Buyer; (b) agrees to some of the repairs or 37
modifications proposed by Buyer; (c) rejects all repairs or modifications proposed by Buyer; or (d) offers 38
different or additional repairs or modifications. If Seller agrees to the terms of Buyer's request for repairs 39
or modifications, this contingency shall be satisfied and Buyer's Reply shall not be necessary. If Seller 40
does not agree to all of Buyer's repairs or modifications, Buyer shall have an opportunity to reply, as 41
follows: 42

(ii) **Buyer's Reply.** If Seller does not agree to all of the repairs or modifications proposed by Buyer, 43
Buyer shall have _____ days (3 days if not filled in) from either the day Buyer receives Seller's 44
response or, if Seller fails to respond, the day Seller's response period ends, whichever is earlier, to (a) 45
accept the Seller's response at which time this contingency shall be satisfied; (b) agree with the Seller 46
on other remedies; or (c) disapprove the inspection and terminate the Agreement, in which event, the 47
Earnest Money shall be refunded to Buyer. 48

Initials: BUYER: Hf Date: 06/13/2012 SELLER: [Signature] Date: 6-14-12
BUYER: M.H Date: 06/13/2012 SELLER: _____ Date: _____

INSPECTION ADDENDUM TO PURCHASE AND SALE AGREEMENT

Continued

- 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 1.c.ii. 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. 49-53
- d. 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 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 licensed hazardous material engineer or other expert selected by Seller. Seller's repairs are subject to reinspection and approval, prior to Closing, by the inspector who recommended the repair, if Buyer elects to order and pay for such reinspection. 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. 54-61
- e. 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. 62-64
- f. Licensed Home Inspector.** If the person performing the inspection is required to be licensed under Chapter 18.280 RCW, then that person must be so licensed. 65-66
- 2. 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). 67-71
- 3. NEIGHBORHOOD REVIEW CONTINGENCY:** 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. 72-81
- 4. PREINSPECTION CONDUCTED.** Buyer, prior to mutual acceptance of this Agreement, conducted a building, hazardous substances, building and zoning code, pest or soils/stability inspection of the Property, and closing of this Agreement is not conditioned on the results of such inspections. Buyer elects to buy the Property in its present condition and acknowledges that the decision to purchase the property was based on Buyer's prior inspection and that Buyer has not relied on representations by Seller, Listing Broker or Selling Broker. 82-87
- 5. WAIVER OF INSPECTION.** Buyer has been advised to obtain a building, hazardous substances, building and zoning code, pest or soils/stability inspection, and to condition the closing of this Agreement on the results of such inspections, but Buyer elects to waive the right and buy the Property in its present condition. Buyer acknowledges that the decision to waive Buyer's inspection options was based on Buyer's personal inspection and Buyer has not relied on representations by Seller, Listing Broker or Selling Broker. 88-92

Initials: BUYER: PCJ Date: 06/13/2012 SELLER: (7E) Date: 6-14-12
BUYER: MR Date: 06/13/2012 SELLER: _____ Date: _____

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

The following is part of the Purchase and Sale Agreement dated June 13, 2012 1
between Haifeng Yu and Minyi Huang ("Buyer") 2
and Highmark Homes, LLC ("Seller") 3
concerning 16106 Main View Lane NE, Duvall, WA 98019 (the "Property"). 4

CHECK IF INCLUDED: 5

1. **Square Footage/Lot Size/Encroachments.** The Listing Broker and Selling Broker make no representations 6
concerning: (a) the lot size or the accuracy of any information provided by the Seller; (b) the square footage of 7
any improvements on the Property; (c) whether there are any encroachments (fences, rockeries, buildings) on 8
the Property, or by the Property on adjacent properties. Buyer is advised to verify lot size, square footage and 9
encroachments to Buyer's own satisfaction within the inspection contingency period. 10
2. **Title Insurance.** The Title Insurance clause in the Agreement provides Seller is to provide the then-current ALTA 11
form of Homeowner's Policy of Title Insurance. The parties have the option to provide less coverage by selecting 12
a Standard Owner's Policy or more coverage by selecting an Extended Coverage Policy: 13
 - Standard Owner's Policy.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to 14
apply for the then-current ALTA form of Owner's Policy of Title Insurance, together with homeowner's 15
additional protection and inflation protection endorsements, if available at no additional cost, rather than 16
the Homeowner's Policy of Title Insurance. 17
 - Extended Policy.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense to apply for an 18
ALTA or comparable Extended Coverage Policy of Title Insurance, rather than the Homeowner's Policy 19
of Title Insurance. Buyer shall pay the increased costs associated with the Extended Coverage Policy, 20
including the excess premium over that charged for Homeowner's Policy of Title Insurance and the cost 21
of any survey required by the title insurer. 22
3. **Property And Grounds Maintained.** Until possession is transferred to Buyer, Seller agrees to maintain the 23
Property in the same condition as when initially viewed by Buyer. The term "Property" includes the building(s); 24
grounds; plumbing, heat, electrical and other systems; and all Included Items. Should an appliance or system 25
become inoperative or malfunction prior to transfer of possession, Seller agrees to either repair, or replace the 26
same with an appliance or system of at least equal quality. Buyer reserves the right to reinspect the Property 27
within 5 days prior to transfer of possession to verify the foregoing. Buyer and Seller understand and agree 28
that the Listing Broker and Selling Broker shall not, under any circumstances, be liable for the foregoing or 29
Seller's breach of this clause. 30
4. **Items Left by Seller.** Any personal property, fixtures or other items remaining on the Property when 31
possession is transferred to Buyer shall thereupon become the property of the Buyer, and may be retained or 32
disposed of as Buyer determines. However, Seller agrees to clean the interiors of any structures and remove 33
all trash, debris and rubbish on the Property prior to Buyer taking possession. 34
5. **Utilities.** To the best of Seller's knowledge, Seller represents that the Property is connected to a: 35
 - public water main; public sewer main; septic tank; well (specify type) _____; 36
 - irrigation water (specify provider) _____; natural gas; telephone; 37
 - cable; electricity; other _____ . 38

Initials: BUYER: Hu Date: 06/13/2012 SELLER: [Signature] Date: 6-14-12
 BUYER: My Date: 06/13/2012 SELLER: _____ Date: _____

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

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:
- WALL INSULATION: TYPE: Fiber bats THICKNESS: to code R-VALUE: 19
- CEILING INSULATION: TYPE: fiberglass THICKNESS: to code R-VALUE: 38
- OTHER INSULATION DATA: _____
7. **Leased Property.** Buyer hereby acknowledges that Seller leases the following items of personal property, possession of which shall pass to Buyer on Closing:
- propane tank; security system; satellite dish; other _____
- Buyer shall assume the lease for the items selected, perform all of the obligations of the lease, and hold Seller harmless from and against any further obligation, liability, or claim arising from the lease.
8. **Homeowners' Association Review Period.** If the Property is subject to a homeowners' association or any other association, then Seller shall provide Buyer a copy of the following documents (if available from the Association) within _____ days (10 days if not filled in) of mutual acceptance:
1. Association rules and regulations, including, but not limited to architectural guidelines;
 2. Association meeting minutes from the prior two (2) years;
 3. Association Board of Directors meeting minutes from the prior six (6) months; and
 4. Association financial statements from the prior two (2) years.
- 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, 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. **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): _____
10. **E-mail Transmission.** E-mail transmission of any signed original document, and retransmission of any signed e-mail transmission, shall be the same as delivery of an original, provided that the document is sent to both Selling Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses below. At the request of either party, or the Closing Agent, the parties will confirm e-mail transmitted signatures by signing an original document.
- hazel@pnet1.com Selling Broker E-mail Address
- raykolt@windermere.com Listing Broker E-mail Address
- documents@theforcerealty.com Selling Firm Authorized E-mail Address
- LakeTapps@Windermere.com Listing Firm Authorized E-mail Address
11. **Other.** Buyer does not request seller to furnish basement. Seller to credit buyer for upgrades including purchase of appliances.
- \$5000 ~~_____~~ for upgrades
- 6-14-12
- TR-6-14-12
- Initials: BUYER: HJ Date: 06/13/2012 SELLER: (TS) Date: 6-14-12
- BUYER: M.A. Date: 06/13/2012 SELLER: _____ Date: _____

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

The following is part of the Purchase and Sale Agreement dated June 13, 2012 1
between Haifeng Yu and Minyi Huang ("Buyer") 2
and Highmark Homes, LLC ("Seller") 3
concerning 16106 Main View Lane NE, Duvall, WA 98019 (the "Property"). 4

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 affecting the Property. The names and addresses of all utilities providing 6
service to the Property and having lien rights are as follows: 7

WATER DISTRICT:

City of Duvall 8
Name

Address 9

City, State, Zip 10

SEWER DISTRICT:

City of Duvall 11
Name

Address 12

City, State, Zip 13

IRRIGATION DISTRICT:

Name 14

Address 15

City, State, Zip 16

GARBAGE:

Name 17

Address 18

City, State, Zip 19

ELECTRICITY:

PSE 20
Name

Address 21

City, State, Zip 22

GAS:

PSE 23
Name

Address 24

City, State, Zip 25

SPECIAL DISTRICT(S):

(local improvement districts or utility local improvement districts)

Name 26

Address 27

City, State, Zip 28

If the above information has not been filled in at the time of mutual acceptance of this Agreement, then (1) within 29
_____ days (5 if not filled in) of mutual acceptance of this Agreement, Seller shall provide the Listing Broker or 30
Selling Broker with the names and addresses of all utility providers having lien rights affecting the Property and (2) 31
Buyer and Seller authorize Listing Broker or Selling Broker to insert into this Addendum the names and addresses of 32
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 Selling Broker are not responsible for, or 35
to insure payment of, Seller's utility charges. 36

Initials: BUYER: H Y Date: 6/13/2012 SELLER: TH Date: 6-14-12
BUYER: MA Date: 6/13/2012 SELLER: _____ Date: _____

**TITLE CONTINGENCY ADDENDUM TO
PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated June 13, 2012 1
between Haifeng Yu and Minyi Huang ("Buyer") 2
and Highmark Homes, LLC ("Seller") 3
concerning 16106 Main View Lane NE, Duvall, WA 98019 (the "Property"). 4

1. **Title Contingency.** This Agreement is subject to Buyer's review of a preliminary commitment for title insurance, 5
together with easements, covenants, conditions and restrictions of record, which are to be obtained by Buyer, to 6
determine that they are consistent with Buyer's intended use of the Property. Buyer shall have _____ days 7
(5 days if not filled in) from mutual acceptance of this Agreement or from the date of Buyer's receipt of the 8
preliminary commitment for title insurance (from mutual acceptance, if neither box checked) to give written 9
notice of Buyer's disapproval and the reasons therefore. Buyer may only disapprove exceptions that are 10
contained in the preliminary commitment and may not object to matters not contained therein. 11
Seller shall have _____ days (5 days if not filled in) after receipt of Buyer's notice of disapproval to give 12
Buyer written notice that Seller will clear all disapproved exceptions. Seller shall have until the Closing Date to 13
cure all disapproved exceptions. If Seller does not give timely notice that Seller will clear all disapproved 14
exceptions, Buyer may terminate this Agreement within 3 days after the deadline for Seller's notice. In the event 15
Buyer elects to terminate the Agreement, the Earnest Money shall be returned to Buyer, less any unpaid costs 16
described in the Agreement. Buyer shall have no right to specific performance or damages as a consequence of 17
Seller's inability to provide insurable title. If Buyer does not terminate the Agreement, Buyer shall be deemed to 18
have waived all objections to title, which Seller did not agree to clear. 19
2. **Supplemental Title Reports.** If Buyer receives supplemental title reports that disclose new exception(s) to the 20
title commitment, then the time periods and procedures for notice, correction, and termination above shall apply 21
to the date of Buyer's receipt of the supplemental title report. 22
3. **Marketable Title.** This Addendum does not relieve Seller of the obligation to provide marketable title at closing 23
as provided in the Agreement. 24

Initials: BUYER: HY Date: 6/13/2012 SELLER: TH Date: 6-14-12
 BUYER: MH Date: 6/13/2012 SELLER: _____ Date: _____

**HIGHMARK HOMES LLC
Willows Ridge
FURTHER TERMS AND CONDITIONS
ADDENDUM "A"**

Addendum to New Home Purchase and Sale Agreement

THIS ADDENDUM IS ATTACHED TO AND MADE PART OF the certain Real Estate Purchase and Sale Agreement first dated 06/13/2012 wherein Hong Yu Minyi Hoang herein, "BUYER" agreed to purchase and Highmark Homes (Highmark Homes LLC) herein, "SELLER", agreed to sell the real property described as; Lot Number 1 in the Development known as Willows Ridge. Upon which Seller's Plan Number/Name 2042 is or will be constructed.

6-14-12
TLT

This addendum contains additional terms and conditions of sale. In the event of a conflict between the terms of sale set forth in the form agreements or addendums, the provisions contained in this addendum shall govern.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SELECTION OF OPTIONS AND COLORS: Buyer understands that ALL options shall be selected within five (5) days of notification and shall be paid for at time of order. Payments shall be made directly to Seller and are **NON-REFUNDABLE**. ALL OPTION DEPOSITS WILL BE FORFEITED IF TRANSACTION DOES NOT CLOSE. Buyer understands that ALL options are dependent upon the stage of construction and that all options may not be available. Buyer agrees that within five (5) days of notification Buyer shall deliver to Seller in writing Buyer's selections for exterior paint colors and flooring. Depending on the stage of construction, some or all of the selections including interiors may have already been ordered by Seller. If the Seller receives no selections within five (5) days of notification, Seller reserves the right to make the selections for the house.

2. COMPLETION DATE AND CLOSING DATE: "Completion date" shall be defined as when the home is substantially complete and the governing city or county has issued a Certificate of Occupancy. Buyer acknowledges that any completion date communicated to Buyer by Seller or real estate agents is an estimate only and shall be considered a "Projected" Date. Should home not make "Projected" Date of completion, Seller shall have an automatic 30 day extension of the closing date provided on the purchase and sale agreement. The closing date provided on the Purchase and Sale Agreement is an estimated close date and is solely the termination date of this agreement. "Closed" shall be defined as when the governing entity issues "Recording Numbers" and the Buyers Lender issues a successful Funds Transfer. Buyer agrees that authorization for early occupation will not be issued under any circumstance. Seller shall not be responsible for penalties or fees accrued or associated with missed deliveries, rescheduled moving vans or movers and any thing associated with Buyers relocation.

3. IF SELLER HAS COMPLETED THE HOME BY THE CLOSING DATE and Buyer is not prepared to close than the closing date may be extended, at Seller's sole option with provisions. Buyer agrees to close within 3 calendar days upon notice that a final inspection for occupancy has been issued. Seller shall make every reasonable effort to complete home prior to closing date. If Seller fails to complete the home prior to the closing date, Buyer's sole remedy is termination of the agreement. Seller shall not be responsible for the expiration of Buyer's loan commitment or for any penalties or loan fees forfeited by Buyer. Buyer agrees to proceed to closing even if Seller has not completed items noted on the "New Home Orientation List."

Buyer [Signature] Buyer [Signature]

Seller [Signature]

4. NO VERBAL REPRESENTATIONS: It is natural during the course of the transaction for the Buyer to have questions regarding their new home. In order for the Buyer to receive responsible and authoritative answers to their questions, questions shall be presented to the Seller. Buyer understands and agrees that field superintendents, subcontractors, and any real estate agent, are not authorized to make representations for Seller. Parties hereto agree that no verbal representation shall modify the written agreement and that the full understanding shall be limited to the written agreement together with any clarification made by Seller in writing.

5. SALES AND MARKETING BROCHURES, FLIERS AND WEBSITES: Buyer understands that Model Homes, houses in other Highmark Homes developments, sales brochures, fliers, websites, and any other advertising media that contain drawings or pictures of homes are not replicas of the homes that will be built. Seller reserves the right to alter design, layout and features as necessary without notice to buyer. For example, the garage may be on either the right or left side of the lot; there may or may not be a front porch rail; hardwood or tile may be standard for the front entry landing etc. Buyer understands that all homes are built individually and may have slight variances compared to other homes of the same style or model.

6. LOCATION OF HOME ON THE LOT AND FINAL LOT GRADE: The location of the house on the lot is at the sole discretion of the Seller. Buyer understands that in accordance with International Building Code and state and local requirements Seller may cause certain changes to the site or lot grade. Buyer agrees that changes made to the site or lot grade is at the sole discretion of the Seller. Seller reserves the right to make changes or adjustments to the site or lot grade as necessary without notice to Buyer.

7. APPROVAL OF COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R'S) AND/OR HOME OWNER'S ASSOCIATIONS (HOA): Buyer shall become a member of the Homeowner's Association for the development in which the property is located, upon closing. The association is a non-profit corporation to administer the neighborhood's Covenants, and maintain the common areas. The association will provide for the collection of an assessment of upon each Buyer at closing, which assessment may be paid in whole or in part to Seller directly to partially reimburse Seller for expenses and associated with certain improvements installed by Seller on behalf of the Association. The current assessments per year shall be collected in full for the entire year at closing. Buyer has or shall receive a copy of the neighborhood CC&R's or HOA and hereby accepts and approves of each. If Buyer disapproves of either the CC&R's or HOA, Buyer shall do so in writing within two (2) days of mutual acceptance. If Seller receives no notice of disapproval then the CC&R's/HOA shall be deemed accepted. Furthermore, Buyer hereby agrees to abide by the rules of said CC&R's/HOA and pay any dues or assessment associated with membership.

8. BUYER ORIENTATION: Buyer and Seller shall attend a Buyer Orientation Walkthrough at the house, prior to closing. Buyer understands the Orientation Walkthroughs are held Monday through Friday between 9am and 1pm. Buyer agrees to proceed to closing even if Seller has not completed items noted on the orientation repair list. Seller shall complete all agreed upon items noted on the walk though list in a timely manner. Seller reserves the right to address items listed on the Orientation Repair List to general industry standards. Buyer agrees that items not listed on the orientation walkthrough repair list are considered warranty items and shall be addressed according to the provisions set forth in the most recent edition of the warranty booklet.

9. MANUFACTURED PRODUCTS: Buyer understands that this home shall be equipped with manufactured products including but not limited to; siding, windows, kitchen appliances, furnace, water heater, skylights, roof trusses, doors, hinges, cabinetry plumbing fixtures, sink basins, shower enclosures, pre-finished hardware flooring, etc. Buyer understands that the most recent and applicable Home Buyers Warranty Booklet shall outline the sole remedy for warranty claims. Buyer shall assume all risk associated with all manufactured products and is hereby waiving all the claims against the Seller relating thereto, with the exception to the provisions outlined in the most recent and applicable Warranty Booklet. Seller shall cooperate with any claims the Buyer desires to pursue against the manufactured of included products, provided there is no cost or liability to the Seller.

Buyer

Buyer

Seller

10. METRO SANITARY SEWER CAPACITY CHARGE: This property may be subject to a monthly Metro Sanitary Sewer treatment capacity charge that will be assumed by the Buyer and will run with the property.

11. AGENT AS PRINCIPAL: Buyer understands that the Seller, an Agent/Principal, is a licensed Real Estate Salesperson and is acting as a Principal in the Agreement for his/her own account and does not represented by a Real Estate Salesperson and/or an attorney. If agent is selling Agent's own property, then Agent shall provide a completed Seller Disclosure Statement (Form 17) to the buyer according to RCW 64.06 even if the transaction is exempt or Buyer chooses to waive the right to receive the Disclosure.

6-14-12
TL
shp
mlp
6-11-2012

12. EARNEST MONEY: Selling licensee acknowledges receipt of earnest money from buyer in the amount of \$5000.00 in the form of check. Buyer and Seller agree that said earnest money shall be held by WFG National Title Company, Puyallup, WA. Buyer agrees that earnest money shall be released to Seller within 20 days of mutual acceptance of purchase and sale agreement and that once the earnest money has been released to Seller, said funds shall become non-refundable deposit toward the purchase price. In the event that buyer fails to close the transaction for any reason, the earnest money funds remaining in WFG National Title Company shall be disposed of according the terms of the Purchase and Sale Agreement. However, all earnest money funds released to the Seller prior to such termination shall remain the property of Seller, and will not be refunded for any reason.

13. CLOSING DOCUMENTS: Buyer agrees to sign closing documents the day escrow receives them if received by 2:00pm. If received after 2:00pm, buyer agrees to sign documents before 12:00noon the following business day.

14. HOME INSPECTION CONTINGENCY: Buyer is welcome to have an independent home inspection performed on the home to be purchased. Buyer may bring any building code violations to Seller's attention for correction or repair. However, this transaction shall not be subject to that inspection. This paragraph shall control and govern all inspection related terms and supersede any MLS form inspection addendums.

15. APPRAISAL: Unless prohibited, Buyer agrees to order the appraisal upon first availability, and always upon loan approval. Appraisal may be based upon plans and specs and may require a 442 inspection to be done prior to closing at additional cost to buyer. Notice that Appraisal has come in at value will be provided to the Seller upon its receipt by Buyer's lender.

16. TRANSACTION SUBJECT TO LOT PURCHASE AND/OR OBTAINING A BUILDING PERMIT:

(A) This Agreement is subject to Seller obtaining a building permit.

If above has been checked and Seller has not completed the indicated item by the specified date, Seller shall have an automatic 30 day extension. Termination of the agreement for building permit shall be at seller's discretion.

17. VA Financing: Closing cost contributions by Seller shall include the required VA escrow fee along with any other VA fees as required.

[Signature] 06/13/2012
Buyer Date
[Signature] 06/13/2012
Buyer Date

[Signature] 6-14-12
Seller Date

REV 6/8/2012

Filed for Record at Request of:

Document Title: Special Warranty Deed (Not Statutory)

Reference Nos. of Documents Affected:

Grantor: Union Bank, NA, Successor in Interest to FDIC as Receiver of Frontier Bank

Grantee: Highmark Homes LLC, a Washington Limited Liability Company

Assessor Parcel ID No.s: 942940-0010-04, 942940-0020-02, 942940-0030-00, 942940-0040-08,

942940-0060-03, 942940-0080-09, 942940-0090-07, 942940-0100-05, 942940-0110-

03, 942940-0130-09, 942940-0140-07, 942940-0150-04, 942940-0170-00, 942940-

0180-08, 942940-0190-06, and 942940-0200-04.

Legal Description: Lots 1, 2, 3, 4, 6, 8, 9, 10, 11, 13, 14, 15, 17, 18, 19 and 20, Willow Ridge, According to the Plat Thereof, Recorded in Volume 238 of Plats, Page 66 through 69, in King County, Washington.

SPECIAL WARRANTY DEED (Not Statutory)

THE GRANTOR, Union Bank, NA, Successor in Interest to FDIC as Receiver of Frontier Bank

for and in consideration of \$10.00 and other good and valuable consideration, in hand paid, grants and conveys to

the Grantee, Highmark Homes LLC, a Washington Limited Liability Company,

all interest in the real property (the "Property") more particularly described as:

Lots 1, 2, 3, 4, 6, 8, 9, 10, 11, 13, 14, 15, 17, 18, 19 and 20, Willow Ridge, According to the Plat Thereof, Recorded in Volume 238 of Plats, Page 66 through 69, in King County, Washington.

Situate in King County, Washington.

The Grantor, for itself and for its successors in interest: (1) expressly limits the covenants of this Deed to those herein expressed; (2) excludes all covenants arising or to arise by statutory or other implications; but (3) does covenant, unless limited by express words contained in this Deed, that against all persons whomsoever lawfully claiming or to claim by, through or under the Grantor, and not otherwise, Grantor will warrant and defend the title to the above-described Property.



Handwritten signature and date: 06/13/2012

**SELLER DISCLOSURE STATEMENT †
IMPROVED PROPERTY**

SELLER: HIGHMARK HOMES, LLC

† To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, condominiums not subject to a public offering statement, certain timeshares, and manufactured and mobile homes. See RCW Chapter 64.06 and Section 43.22.432 for further explanations.

INSTRUCTIONS TO THE SELLER

Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property write "NA." If the answer is "yes" to any asterisked (*) item(s), please explain on attached sheets. Please refer to the line number(s) of the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur not later than five (5) business days, unless otherwise agreed, after mutual acceptance of a written purchase and sale agreement between Buyer and Seller.

NOTICE TO THE BUYER

THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT

CITY Duvall, COUNTY KING ("THE PROPERTY")
OR AS LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A. SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT.

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

Seller is/ is not occupying the property.

I. SELLER'S DISCLOSURES:

* If you answer "Yes" to a question with an asterisk (*), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

1. TITLE

- | | YES | NO | DON'T KNOW | |
|---|-------------------------------------|-------------------------------------|-------------------------------------|----|
| A. Do you have legal authority to sell the property? If no, please explain. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 36 |
| *B. Is title to the property subject to any of the following? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 37 |
| (1) First right of refusal | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 38 |
| (2) Option | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 39 |
| (3) Lease or rental agreement | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 40 |
| (4) Life estate? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 41 |
| *C. Are there any encroachments, boundary agreements, or boundary disputes? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 42 |
| *D. Is there a private road or easement agreement for access to the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 43 |
| *E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 44 |
| *F. Are there any written agreements for joint maintenance of an easement or right-of-way? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 45 |
| *G. Is there any study, survey project, or notice that would adversely affect the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 46 |
| *H. Are there any pending or existing assessments against the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 47 |
| *I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 48 |
| *J. Is there a boundary survey for the property? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 49 |
| *K. Are there any covenants, conditions, or restrictions recorded against the property? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 50 |

PLEASE NOTE: Covenants, conditions, and restrictions which purport to forbid or restrict the conveyance, encumbrance, occupancy, or lease of real property to individuals based on race, creed, color, sex, national origin, familial status, or disability are void, unenforceable, and illegal. RCW 49.60.224.

SELLER'S INITIALS: (TH) Date: 2-20-12 SELLER'S INITIALS: MH MJ Date: 6-15-2012

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

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(Continued)

	YES	NO	DON'T KNOW	58
2. WATER				59
A. Household Water				60
(1) The source of water for the property is: <input checked="" type="checkbox"/> Private or publicly owned water system				61
<input type="checkbox"/> Private well serving only the subject property * <input type="checkbox"/> Other water system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	62
*If shared, are there any written agreements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	63
* (2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	64
.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	65
* (3) Are there any problems or repairs needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	66
(4) During your ownership, has the source provided an adequate year-round supply of potable water?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	67
If no, please explain:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	68
* (5) Are there any water treatment systems for the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	69
If yes, are they: <input type="checkbox"/> Leased <input type="checkbox"/> Owned				70
* (6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	71
(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	72
* (b) If yes, has all or any portion of the water right not been used for five or more successive years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	73
.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	74
* (7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	75
				76
B. Irrigation Water				77
(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	78
* (a) If yes, has all or any portion of the water right not been used for five or more successive years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	79
.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	80
* (b) If so, is the certificate available? (If yes, please attach a copy.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	81
* (c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	82
.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	83
* (2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	84
If so, please identify the entity that supplies water to the property:				85
.....				86
				87
				88
				89
				90
C. Outdoor Sprinkler System				91
(1) Is there an outdoor sprinkler system for the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	92
* (2) If yes, are there any defects in the system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	93
* (3) If yes, is the sprinkler system connected to irrigation water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	94
				95
3. SEWER/ON-SITE SEWAGE SYSTEM				96
A. The property is served by:				97
<input checked="" type="checkbox"/> Public sewer system <input type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts)				98
<input type="checkbox"/> Other disposal system				99
Please describe:				100
B. If public sewer system service is available to the property, is the house connected to the sewer main?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	101
If no, please explain:				102
* C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	103
.....				104
D. If the property is connected to an on-site sewage system:				105
* (1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	106
(2) When was it last pumped?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	107
* (3) Are there any defects in the operation of the on-site sewage system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	108
(4) When was it last inspected?				109
By whom:				110
(5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms				111

SELLER'S INITIALS: EJ Date: 2-26 SELLER'S INITIALS: MHJ Date: 6-15-2012

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 IMPROVED PROPERTY**

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(Continued)

	YES	NO	DON'T KNOW	
E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	112
If no, please explain:				113
*F. Have there been any changes or repairs to the on-site sewage system?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	114
G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	115
If no, please explain:				116
*H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	117
				118
				119
				120
				121

NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUESTIONS LISTED IN ITEM 4 (STRUCTURAL) OR ITEM 5 (SYSTEMS AND FIXTURES).

4. STRUCTURAL

*A. Has the roof leaked within the last 5 years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	122
*B. Has the basement flooded or leaked?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	123
*C. Have there been any conversions, additions or remodeling?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	124
* (1) If yes, were all building permits obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	125
* (2) If yes, were all final inspections obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	126
D. Do you know the age of the house?				127
If yes, year of original construction:				128
*E. Has there been any settling, slippage, or sliding of the property or its improvements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	129
*F. Are there any defects with the following: (If yes, please check applicable items and explain.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	130
<input type="checkbox"/> Foundations	<input type="checkbox"/> Decks	<input type="checkbox"/> Exterior Walls		131
<input type="checkbox"/> Chimneys	<input type="checkbox"/> Interior Walls	<input type="checkbox"/> Fire Alarms		132
<input type="checkbox"/> Doors	<input type="checkbox"/> Windows	<input type="checkbox"/> Patio		133
<input type="checkbox"/> Ceilings	<input type="checkbox"/> Slab Floors	<input type="checkbox"/> Driveways		134
<input type="checkbox"/> Pools	<input type="checkbox"/> Hot Tub	<input type="checkbox"/> Sauna		135
<input type="checkbox"/> Sidewalks	<input type="checkbox"/> Outbuildings	<input type="checkbox"/> Fireplaces		136
<input type="checkbox"/> Garage Floors	<input type="checkbox"/> Walkways	<input type="checkbox"/> Wood Stoves		137
<input type="checkbox"/> Siding	<input type="checkbox"/> Other			138
*G. Was a structural pest or "whole house" inspection done?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	139
If yes, when and by whom was the inspection completed?				140
H. During your ownership, has the property had any wood destroying organism or pest infestation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	141
I. Is the attic insulated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	142
J. Is the basement insulated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	143

5. SYSTEMS AND FIXTURES

*A. If any of the following systems or fixtures are included with the transfer, are there any defects?				144
If yes, please explain:				145
Electrical system, including wiring, switches, outlets, and service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	146
Plumbing system, including pipes, faucets, fixtures, and toilets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	147
Hot water tank	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	148
Garbage disposal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	149
Appliances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	150
Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	151
Heating and cooling systems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	152
Security system <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	153
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	154

SELLER'S INITIALS: TCT Date: 2-25-12 SELLER'S INITIALS: M.H.H.J. Date: 6-15-2012

**SELLER DISCLOSURE STATEMENT
 IMPROVED PROPERTY**

(Continued)

	YES	NO	DON'T KNOW	
*B. If any of the following fixtures or property is included with the transfer, are they leased? (If yes, please attach copy of lease.)				161
Security System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	162
Tanks (type):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	163
Satellite dish	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	164
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	165
*C. Are any of the following kinds of wood burning appliances present at the property?				166
(1) Woodstove?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	167
(2) Fireplace insert?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	168
(3) Pellet stove?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	169
(4) Fireplace?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	170
If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental Protection Agency as clean burning appliances to improve air quality and public health?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	171
D. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	172
6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS				173
A. Is there a Homeowners' Association?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	174
Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	175
B. Are there regular periodic assessments?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	176
\$ <u>td</u> per <input type="checkbox"/> month <input type="checkbox"/> year				177
<input type="checkbox"/> Other	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	178
*C. Are there any pending special assessments?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	179
*D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	180
7. ENVIRONMENTAL				181
*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	182
*B. Does any part of the property contain fill dirt, waste, or other fill material?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	183
*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	184
D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	185
*E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	186
*F. Has the property been used for commercial or industrial purposes?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	187
*G. Is there any soil or groundwater contamination?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	188
*H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	189
*I. Has the property been used as a legal or illegal dumping site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	190
*J. Has the property been used as an illegal drug manufacturing site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	191
*K. Are there any radio towers in the area that cause interference with cellular telephone reception?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	192
8. LEAD-BASED PAINT (Applicable if the house was built before 1978.)				193
A. Presence of lead-based paint and/or lead-based paint hazards (check one below):				194
<input type="checkbox"/> Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).				195
<input type="checkbox"/> Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.				196
B. Records and reports available to the Seller (check one below):				197
<input type="checkbox"/> Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).				198
<input type="checkbox"/> Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.				199
9. MANUFACTURED AND MOBILE HOMES				200
If the property includes a manufactured or mobile home,				201
*A. Did you make any alterations to the home?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	202
If yes, please describe the alterations:				203
*B. Did any previous owner make any alterations to the home?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	204
*C. If alterations were made, were permits or variances for these alterations obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	205

SELLER'S INITIALS: TC Date: 2-25-12 SELLER'S INITIALS: MH MJ Date: 6-15-2012

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

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(Continued)

10. FULL DISCLOSURE BY SELLERS

A. Other conditions or defects:

*Are there any other existing material defects affecting the property that a prospective buyer should know about? YES NO DON'T KNOW 221-225

B. Verification

The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licensees harmless from and against any and all claims that the above information is inaccurate. Seller authorizes real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property. 226-229

Date: 2-26-12 Date: _____ 230

Seller: [Signature] Seller: _____ 231

NOTICES TO THE BUYER 232

SEX OFFENDER REGISTRATION 233

INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS. 234-236

PROXIMITY TO FARMING 237

THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN CLOSE PROXIMITY TO A FARM. THE OPERATION OF A FARM INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES, WHICH ARE PROTECTED UNDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT. 238-240

II. BUYER'S ACKNOWLEDGEMENT 241

Buyer hereby acknowledges that: 242

- A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation. 243
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party. 244-245
- C. Buyer acknowledges that, pursuant to RCW 64.06.050 (2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information. 246-248
- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller. 249
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s). 250-251
- F. If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet *Protect Your Family From Lead in Your Home*. 252

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT. 253-258

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. 259-261

DATE: _____ DATE: _____ 262

BUYER: _____ BUYER: _____ 263

BUYER'S WAIVER OF RIGHT TO REVOKE OFFER 264

Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure. 265-266

DATE: _____ DATE: _____ 267

BUYER: _____ BUYER: _____ 268

BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT 269

Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive the receipt of the "Environmental" section of the Seller Disclosure Statement. 270-272

DATE: _____ DATE: _____ 273

BUYER: _____ BUYER: _____ 274

If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of the question(s). 275-276

There is an HOA / there are CC&R's. 277

278

279

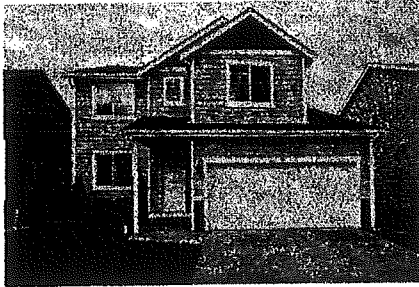
SELLER'S INITIALS: (TUT) Date: 2-26-12 SELLER'S INITIALS: [Signature] Date: 2-26-12

Single Family Full

16106 Main View Lane NE, Duvall 98019

MLS#: **364077** Area: **600** CDOM: **13**
 County: **King** LT: **1** BLK:

Status: **Active** LP: **\$299,950**
 Proj: **Willows Ridge** OLP: **\$259,950**
 CMTY: **Duvall**
 Remarks



Exciting new 16 homes by Highmark Homes. Suburban living within walking distance to charming downtown Duvall. Nestled above and looking over scenic Snoqualmie Valley. Short distance to Redmond Ridge. Nearby Microsoft connector service. Great home with room to grow, featuring 4 bedrooms, traditional formal living/dining rooms, and separate family room off kitchen. Kitchen also features breakfast nook and island. Master suite with walk-in closet. Huge 1016 sq. Ft. finished basement.

Agent Remarks

Call Ray Koltermann for more information 253-740-6774. Zero Down USDA Loans Available. Photos are of same home in different community. Show Info: Call Listing Office

Agent/Office and Contact Information

Agent: **Ray Koltermann (39692)** Agent Ph: **(253) 740-6774**
 CoAgent: **Thomas Tollen** CoAgnt Ph: **(206) 371-1999**
 Office: **Windermere R E / Lake Tapps, Inc** Office Ph: **(253) 883-0400**
 Comm: **2.5** Fax: **(253) 883-0401**
 Occ Nm: **vacant** Occ Typ: **Vacant**
 Owner Nm: **Highmark Homes, LLC** Own Ph: **(253) 277-0137**
 Own City: **Tukwila, WA** Ph Show: **(253) 770-6774**

SFF: **3,058** SFU:
 SF: **3,058** SFS: **per builders plan**

BR: **4** BDA: BTH: **3.25** FBT: **2** QBT: **1** HBT: **1** FP: **1**

General Information

Prop Type: **Single Family** Sub Prop: **Residential** Yr Built: **2012** Lot Size:
 List Dt: **06/01/2012** Entry Dt: **06/01/2012** Exp Dt:
 Map Book: **Thomas Brothers** Gd/Map: **g1, 508** TaxID: **9429400010** Price/SF: **\$98.09**
 Elementary: **Buyer To Verify** Jr High: **Tolt Mid** Snr High: **Cedarcrest High** School D: **Riverview**
 Directions: **From Main St. in Duvall, head East(up Hill) on Virginia, take left onto 1st Ave. NE, take next left, turns into Main View Lane to Lot 1 on left.**

Additional Property Info

Ann Taxes: Tax Year: **2011** Snr Expt: **No** Form 17: **Provided**
 Map Link: **Yes** Show Pub: **Yes** Prim Ttl: **Yes** 3rd Prty: **None**
 Internet Ad: **Yes** Pro Blog: **Yes** Allow VI: **Yes** Bank/REO: **No**
 First Refusal Terms: **Cash Out, Conventional, FHA, USDA, VA** Possession: **Closing**
 New Const: **Under Construction** E-Cert: Pool:

Listing Information

	L	M	U	S	Bld Cond: Under Construction	Builder: Highmark Homes, LLC	Style: 18 - 2 Stories
Beds:			4		View: Territorial		Code: w/Bsmnt
Bath Full:			2		Bld Info: Built On Lot		Archctr: Craftsman
Bath 3/4:	1				Wtr Ty/Lc: gas		Exterior: Cement Planked
Bath 1/2:		1			Zoning Cd:		Foundation: Poured Concrete
Fireplaces:					Prk Typ: Garage-Attached		Zoning Jur: City
FamilyRoom		X			Heat/Cool: Forced Air, Wall		Ttl Cvr Prk: 2
DiningRoom		X			Lot Tp/Vg: Partial Slope		Energy: Natural Gas
Kit w ES		X			Lot Dtls: Curbs, Paved Street		Roof: Composition
UtilityRoom		X					Bsmnt: Fully Finished
Master Bd			X		Floor Cvr: Hardwood, Vinyl, Wall to Wall Carpet		
LivingRoom		X			Appliances: Dishwasher, Garbage Disposal, Microwave, Range/Oven		
					Interior Ft: Bath Off Master, Dbl Pane/Storm Windw, Dining Room, Vaulted Ceilings, Walk-in Closet		
					Site Feat: Cable TV, Deck, Patio		

Utility Information

Bus Line: **Yes** Bus Rt#: Pwr Co: **public** Sewer: **Sewer Connected**
 Water Src: **Public** Wtr Co: **public** Sewer Co: **public**
 Recent: **06/12/2012 : \$ Increased : \$290K->\$300K**