

**CONDOMINIUM PURCHASE AND SALE AGREEMENT**

1. **Date:** \_\_\_\_\_, 20\_\_\_\_ **SPECIFIC TERMS** **MLS No.:** \_\_\_\_\_
2. **Buyer:** \_\_\_\_\_
3. **Seller:** First West & Lee, LLC
4. **Property:** Tax Parcel No(s): \_\_\_\_\_ ( King County)  
 Unit No.: \_\_\_\_\_ Residential Condominium: 22 West Lee  
 Address: 22 West Lee Street Washington 98109
- Condominium Declaration Recording Number: 20070509001921  
 Declaration Recording Number Not Available, attach NWMLS Form 29
- Parking Space No.: TBA Storage Space No.: TBA
5. **Included Items:**  stove/range;  refrigerator;  washer;  dryer;  dishwasher;  security system;  satellite dish;  
 wood stove;  fireplace insert;  hot tub;  other Microwave
6. **Purchase Price:** \$ \_\_\_\_\_
7. **Earnest Money:** (To be held by  Selling Broker;  Closing Agent)  
 Personal Check: \$ \_\_\_\_\_  
 Note: \$ \_\_\_\_\_  
 Other ( \_\_\_\_\_ ): \$ \_\_\_\_\_
8. **Default:** (check only one)  Forfeiture of Earnest Money;  Seller's Election of Remedies
9. **Disclosures in Form 17:** Buyer will  ; will not  have a remedy for Seller's negligent errors, inaccuracies, or omissions in Form 17 N/A
10. **Title Insurance Company:** Chicago Title Insurance Co.
11. **Closing Agent:**  a qualified closing agent of Buyer's choice;  Chicago Title Insurance Co.
12. **Closing Date:** See Seller's Addendum
13. **Possession Date:**  on Closing;  Other \_\_\_\_\_
14. **Offer Expiration Date:** \_\_\_\_\_
15. **Services of Closing Agent for Payment of Utilities:**  Requested (Attach NWMLS Form 22K);  Waived
16. **Charges and Assessments Due After Closing:**  assumed by Buyer;  prepaid in full by Seller at Closing
17. **New Construction or Conversion:**  is (attach NWMLS Form 20);  is not See Seller's Addendum
18. **Public Offering Statement:**  received \_\_\_\_\_  deliver to Buyer \_\_\_\_\_ days after mutual acceptance
19. **Resale Certificate:**  received N/A  deliver to Buyer \_\_\_\_\_ days after mutual acceptance
20. **Condominium Assessment:** \$ \_\_\_\_\_ per month and Deposit equal to \_\_\_\_\_ month's assessment at Closing
21. **Agency Disclosure:** Selling Licensee represents  Buyer;  Seller;  both parties;  neither party  
 Listing Agent represents  Seller;  both parties
22. **Addenda:** Seller's Addem. Warranty Addem.

PLEASE INITIAL HERE

\_\_\_\_\_  
Buyer's Signature Date

\_\_\_\_\_  
Buyer's Signature Date

\_\_\_\_\_  
Buyer's Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone Fax

\_\_\_\_\_  
Buyer's E-mail Address

\_\_\_\_\_  
Selling Broker MLS Office No.

\_\_\_\_\_  
Selling Licensee (Print) MLS LAG No.

\_\_\_\_\_  
Phone Fax

\_\_\_\_\_  
Seller's Signature Date

\_\_\_\_\_  
Seller's Signature Date

1700 Westlake Ave. North #700  
Seller's Address

Seattle, Wa, 98019  
City, State, Zip

\_\_\_\_\_  
Phone Fax

\_\_\_\_\_  
Seller's E-mail Address

Williams Marketing, INC 4720  
Listing Broker MLS Office No.

Warren Ballard/Steve Snider 33935  
Listing Agent (Print) MLS LAG No.

206-285-1881 206-284-1152  
Phone Fax

**CONDOMINIUM PURCHASE AND SALE AGREEMENT**  
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(continued)

- a. Purchase Price.** Buyer agrees to 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 agrees to deliver the Earnest Money within 2 days after mutual acceptance of this Agreement to Selling Licensee who will deposit any check to be held by Selling Broker, 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 Broker and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling Broker'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 agrees to reimburse Selling Broker for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Broker is over \$10,000.00 Buyer has the option to require Selling Broker 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 Broker 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 Broker 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 Broker or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to: (1) provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Licensees at the addresses and/or fax numbers provided herein; and (2) commence an interpleader action in the county in which the Property is located within 30 days of a party's demand for the Earnest Money unless the parties agree otherwise in writing. The parties authorize the party commencing an interpleader action to deduct up to \$250.00 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 agrees to 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 agrees to 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. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Agent, Buyer and Selling Licensee. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in the Policy and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.
- f. Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. Seller shall deliver keys and garage door remotes to Buyer on the Closing

Initials: BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_  
BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_

**CONDOMINIUM PURCHASE AND SALE AGREEMENT**  
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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 agrees to 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.

**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 agrees to 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 agrees to 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 agrees to 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 agrees to pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 15, 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 agrees to 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. 16.

**i. Sale Information.** The Listing Agent or Selling Licensee is 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 Agent and/or Selling Licensee, 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 agrees to 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 Agent and the Selling Licensee 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 Agent or at the licensed office of Listing Agent. Notices to Buyer must be signed by at least one Seller and shall be deemed given only when the notice is received by Buyer, by Selling Licensee or at the licensed office of Selling Licensee. Actual receipt by Selling Licensee of a Form 17, Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, homeowners' association documents provided pursuant to NWMLS Form 22D, or a preliminary commitment for title insurance provided pursuant to NWMLS Form 22T shall be deemed receipt by Buyer. Selling Licensee and Listing Agent have no responsibility to advise of receipt of a notice beyond either phoning the party or causing a copy of the notice to be delivered to the party's address shown on this Agreement. Buyer and Seller must keep Selling Licensee and Listing Agent advised of their whereabouts in order to receive prompt notification of receipt of a notice.

**l. Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or

Initials: BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 113  
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- legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement. 115-123
- m. Facsimile and E-mail Transmission.** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will confirm facsimile transmitted signatures by signing an original document. E-mail transmission of any document or notice shall not be effective unless the parties to this Agreement otherwise agree in writing. 124-127
- n. Integration.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. 128-130
- o. Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement. 131-133
- p. Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 8, shall apply: 134-135
- i. Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure. 136-137
- ii. Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity. 138-141
- q. Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller agree to pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement the prevailing party is entitled to reasonable attorneys' fees and expenses. 142-145
- r. Offer.** Buyer agrees to purchase the Property under the terms and conditions of this Agreement. Seller shall have until 9:00 p.m. on the Offer Expiration Date to accept this offer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is actually received by Buyer, by Selling Licensee or at the licensed office of Selling Licensee. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 146-149
- s. Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of the Seller's name, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is actually received by Seller, by Listing Agent or at the licensed office of Listing Agent. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 150-154
- t. Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn. 155-157
- u. Agency Disclosure.** Selling Broker represents the same party that Selling Licensee represents. Listing Broker represents the same party that the Listing Agent represents. If Selling Licensee and Listing Agent are different salespersons affiliated with the same Broker, then both Buyer and Seller confirm their consent to that Broker representing both parties as a dual agent. If Selling Licensee and Listing Agent are the same salesperson representing both parties then both Buyer and Seller confirm their consent to that salesperson and his/her Broker representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency." 158-164
- v. Commission.** Seller and Buyer agree to pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Broker's commission shall be apportioned between Listing Broker and Selling Broker as specified in the listing. Seller and Buyer hereby consent to Listing Broker or Selling Broker receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Broker and Selling Broker, as 165-168
- Initials: BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 169  
BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 170

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- applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Broker(s). In any action by Listing or Selling Broker to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Licensees are intended third party beneficiaries under this Agreement. 171-175
- w. Cancellation Rights/Lead-Based Paint.** If a residential dwelling was built on the Property prior to 1978, and Buyer receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter. 175-177
- x. Information Verification Period and Property Condition Disclaimer.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Agent related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Licensee. The parties acknowledge that the Licensees are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Licensees have agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Licensee. In addition, Licensees do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. Licensees do not have the expertise to identify or assess defective products, materials, or conditions. Buyer is urged to retain inspectors qualified to identify the presence of defective materials and evaluate the condition of the Property. Licensees may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Licensees cannot guarantee or be responsible for the services provided by those third parties. The parties agree to exercise their own judgment and due diligence regarding third party service providers. 178-196
- y. Disclosures in Form 17.** If Seller provides Buyer with a disclosure statement pursuant to RCW 64.06 (Form 17), Buyer may bring an action in tort to recover economic losses resulting from intentional misrepresentations in Form 17; and if the parties so agree in Specific Term No. 9, Buyer may bring an action in tort to recover economic losses resulting from negligent errors, inaccuracies, or omissions in Form 17. Nevertheless, Buyer is advised to use due diligence to inspect the Property to Buyer's satisfaction, as Seller may not know or have reason to know of defects that careful inspections might reveal. If, in Specific Term No. 9, the parties agree that Buyer will not have a remedy for economic loss resulting from negligent errors, inaccuracies, or omissions in Form 17, then Buyer assumes the risk of economic loss that may result from Seller's negligent misrepresentation in Form 17. Buyer maintains the right to bring any and all claims permitted under the common law, including fraudulent concealment. Buyer and Seller acknowledge that home protection plans may be available which may provide additional protection and benefit to Buyer and Seller. 197-207
- z. Public Offering Statement.** This paragraph only applies if a Public Offering Statement is required by RCW 64.34. If Buyer has not received a Public Offering Statement (including the Declaration, Survey Map and Plans, Association Articles of Incorporation, Association Bylaws, Association Rules and Regulations, Association Budget and Association Balance Sheet) Seller agrees to deliver a Public Offering Statement to Buyer by the date specified in Specific Term No. 18. Buyer shall be conclusively deemed to have approved the Public Offering Statement unless, within 7 days following receipt, Buyer gives notice of disapproval of the same. If Buyer disapproves the Public Offering Statement, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 208-214
- aa. Resale Certificate.** This paragraph only applies if a Public Offering Statement is NOT required by RCW 64.34. If Buyer has not received a Resale Certificate, Seller agrees to deliver a Resale Certificate to Buyer by the date specified in Specific Term No. 19. Buyer shall be conclusively deemed to have approved the Resale Certificate unless, within 5 days following receipt, Buyer gives notice of disapproval of the same. If Buyer disapproves the Resale Certificate, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 215-219
- bb. Condominium Assessment.** The current Condominium Assessment is the amount specified in Specific Term No. 20, but is subject to change from time to time. In addition to Buyer's prorated portion of the Closing month's condominium assessment, a Deposit equal the amount specified in Specific Term No. 20 is required at Closing. 220-222

Initials: BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 223  
BUYER: \_\_\_\_\_ DATE: \_\_\_\_\_ SELLER: \_\_\_\_\_ DATE: \_\_\_\_\_ 224

**22 WEST LEE  
A CONDOMINIUM**

**SELLER'S ADDENDUM TO  
CONDOMINIUM PURCHASE AND SALE AGREEMENT**

(Use with NWMLS Form 28, Rev. 6/92 or later)

(Replaces NWMLS Form 29)

THIS ADDENDUM between \_\_\_\_\_ ("Buyer") and First West & Lee L.L.C., a Washington limited liability company ("Seller"), is an addendum to a Condominium Real Estate Purchase and Sale Agreement dated \_\_\_\_\_ between Buyer and Seller (the "Purchase and Sale Agreement") relating to Unit \_\_\_\_\_ (the "Unit") in 22 West Lee, a condominium, per Condominium Declaration for 22 West Lee, a condominium, recorded by Seller under King County Recording No. \_\_\_\_\_ (the "Declaration") [escrow agent is authorized to insert recording number if left blank or if Declaration not yet recorded] on the property described on Exhibit A attached hereto.

1. **OCCUPANCY REPRESENTATION.** Buyer hereby represents that the Unit will be Buyer's  primary residence  second home  investment property (check one) upon closing of the purchase thereof. Buyer agrees to make the same representation to any lending institution to which application is made for a loan to purchase the Unit.

2. **CLOSING DATE.** Assuming all contingencies to the Agreement have been satisfied or waived, this transaction shall close within ten days after substantial completion of, and issuance of a certificate of occupancy for, the Unit (the "Closing Date"), provided that in all events the Closing Date shall occur on or before \_\_\_\_\_, unless extended by Seller up to 90 days by written notice to Buyer (the "Termination Date").

3. **FINANCING.** Buyer's obligation to purchase the Unit pursuant to the Agreement  is  is not (check one) conditioned on Buyer's obtaining financing for a portion of the Purchase Price. The following provision applies to the Agreement (check one provision):

The Purchase and Sale Agreement is conditioned on Buyer's securing financing for the purchase of the Unit. Buyer shall, within three (3) business days after mutual acceptance of the Purchase and Sale Agreement, contact *Laura Rench* at Bank of America or other representative designated by them (the "Preferred Lender") to ascertain whether Buyer will likely qualify for financing. *Laura's* telephone number is 206-686-8188 and her email address is *laura.rench@bankofamerica.com*. If the Preferred Lender determines that Buyer is unlikely to qualify for financing, either Buyer or Seller may elect to terminate the Purchase and Sale Agreement by written notice to the other party. Upon such termination, Buyer's earnest money deposit shall be returned and this Agreement shall be null and void. In any event, Buyer shall have until fourteen (14) days after mutual execution of the Agreement to satisfy or waive Buyer's financing contingency. If Buyer provides Seller with written notice within that period that Buyer's financing contingency has not been satisfied or waived, Buyer's earnest money deposit shall be returned to Buyer and this Agreement shall be null and void. Accordingly, if Buyer fails to provide such notice to Seller, Buyer's financing contingency shall be deemed satisfied or waived by Buyer.

The Purchase and Sale Agreement is not conditioned on Buyer's securing financing for the purchase of the Unit. Buyer represents to Seller that Buyer has sufficient funds to close the purchase of the Unit without financing and Buyer shall provide evidence satisfactory to Seller (such as a credit report and financial statement) three (3) days after mutual execution of the Agreement that Buyer has sufficient funds to close. If Buyer does not timely provide Seller with evidence satisfactory to Seller, Seller may

terminate the Agreement at any time thereafter by notice to Buyer, in which case the earnest money deposit shall be returned to Buyer.

Buyer shall be solely responsible for maintaining any approval for financing until closing. Buyer shall pay all costs associated with obtaining and closing financing, including but not limited to application and processing. Buyer shall not be entitled to terminate the Agreement nor shall Seller be responsible if the lender increases the interest rate, loan fees or otherwise changes the terms of Buyer's loan or if lender withdraws or conditions its loan approval for any reason, including without limitation, a delay in construction of the Condominium or in closing.

4. SELECTION OF LENDER. Buyer acknowledges that Buyer's choice of lender may affect the success of this transaction. Seller has selected the Preferred Lender based on its successful track record for processing and closing transactions, the variety of programs they offer, and their ability to close loans without any presale requirements. Use of a lender other than the Preferred Lender by Buyer shall be subject to Seller's written approval, which approval will not be unreasonably withheld if the use of the other lender will not adversely affect Buyer's ability to close the transaction by the closing date specified in the Purchase and Sale Agreement. If Buyer is unable to close the purchase of the Unit on the date provided in the Purchase and Sale Agreement due to Buyer's use of a lender other than the Preferred Lender, Buyer shall be charged delay damages of \$100 per day for each day closing is delayed.

Furthermore, if Buyer is using a lender other than the Preferred Lender for financing to purchase the Unit, with approval of Seller as provided above, Buyer shall, within five (5) days after Seller's approval, provide to Seller written evidence satisfactory to Seller indicating the Buyer's lender has waived: (i) receipt of Fannie Mae Form 1027 or 1028 approvals; (ii) receipt of other Fannie Mae approvals; and (iii) any requirement that a certain number of units in the Condominium be sold prior to closing or any similar presale requirement. Until such evidence has been furnished to Seller, Seller may terminate this Agreement at any time prior to closing.

5. DEFAULT. If Buyer defaults under the Agreement (i.e., Buyer fails, without legal excuse, to complete the purchase of the Unit by the Closing Date) then that portion of Buyer's earnest money deposit which does not exceed five percent (5%) of the Purchase Price shall be forfeited to Seller as the sole and exclusive remedy available to Seller by Buyer's default. If, in connection with Buyer's default, there is a dispute over whether Buyer's earnest money deposit shall be forfeited to Seller, Seller may sell the Unit to a third party free and clear of any claim by Buyer.

6. COMPLETION OF CONSTRUCTION. Seller estimates, but does not represent or guarantee, that the Unit will be substantially completed and ready for occupancy by the Closing Date (as defined above). Seller will be marketing Units in the Condominium before completion of construction. Accordingly, the closing of the sale of this Unit shall be subject to substantial completion of construction of the Unit by the Termination Date specified in paragraph 2 hereof. If the Unit has not been completed and if any other contingencies to the Agreement have not been satisfied or waived by the Termination Date or if Seller is unable to convey the Unit in accordance with the terms of the Agreement, Buyer (as Buyer's sole remedy) or Seller may rescind the Agreement by delivering to the other party, by registered or certified mail, written notice of revocation. Upon receipt of a notice of revocation, Buyer's earnest money deposit shall be returned to Buyer immediately and the parties shall have no further rights or liabilities under the Agreement.

7. BUYER'S ACCESS PRIOR TO CLOSING. Prior to closing, Seller or Seller's agent must accompany Buyer (or Buyer's agent) whenever Buyer (or Buyer's agent) inspects or visits the Unit or the interior of the building in which the Unit is located. Prior to closing, Buyer (and Buyer's agent) are not permitted under any circumstances to enter the Unit or any part of the Condominium unless

accompanied by Seller or Seller's agent under penalty of prosecution for trespassing. Only employees and contractors of Seller, acting pursuant to written instructions of Seller, are authorized to work on the Unit prior to closing. Buyer must sign a construction indemnification/hold harmless agreement prior to entering a Unit or any part of the Condominium under construction. Buyer must wear proper attire when touring a Unit under construction, including hard hat and closed-toe/closed-heel shoes. If proper attire is not available, Buyer will be not permitted to enter the Unit or any other part of the Condominium. Buyer cannot, under any circumstances, enter a Unit while workmen are engaged in active construction in or about the Unit.

8. CONSTRUCTION; MODEL UNIT; ARTIST'S RENDERING. The floor plan of the Unit and specifications for appliances and finishes in the Unit are attached to this Addendum. Seller shall construct the Unit substantially in accordance with such floor plan and specifications; provided that Seller reserves the right to make changes to the plans and specifications for appliances and finishes to accommodate Seller's changes made during the design and construction process or to substitute materials or other items so long as the Unit as constructed does not substantially differ from that described in the attached floor plan and the appliances and finishes do not differ from the those specified in terms of their overall function and appearance. Minor deviations and variations involving fixtures, appliances, finishes and decorative or finish work shall not be considered as substantial differences or deviations. Seller does not represent or warrant to Buyer that any materials, fixtures, equipment, appliances, finishes, design or other aspects of any Model Unit viewed by Buyer are identical to the construction of the Unit, and Buyer may only rely on items actually in the Unit. Furthermore, Buyer acknowledges that any artist's renderings or models of the Condominium on any promotional materials for the Condominium are artists' impression of architectural elevation drawings and should not be considered as an accurate representation of the Condominium.

9. NOISE; VIEWS. Buyer acknowledges that Seller and Seller's agents, including but not limited to the marketing agent, listing agent and sales agent, make no representation or warranty as to any sounds audible within the Unit which may arise from activities in any other unit, any common element of the Condominium, or anywhere outside the Condominium. Buyer further acknowledges that Seller and Seller's agents, including but not limited to the marketing agent, listing agent and sales agent, make no representation or warranty that the view from the Unit, as of the date the Agreement is signed or as of closing, will not be obstructed or changed in whole or in any part at any time in the future. Buyer acknowledges that Seller undertakes no obligation to investigate or disclose real estate developments in the area that are possible, planned, permitted or under construction, nor does Seller undertake any duty to protect views. This means that even though Seller may know of developments that could affect views, Buyer acknowledges that Buyer is not relying on Seller to disclose such developments, and Buyer acknowledges that Buyer is releasing Seller from any duty Seller might otherwise have to disclose such developments known to Seller. Buyer acknowledges that Buyer is purchasing a Unit in an area that may experience considerable and rapid development, and such developments could affect views. Buyer acknowledges that Seller does not undertake any duty to investigate or disclose any developments that may involve Seller or any company affiliated with Seller and including any development that is now known to Seller or becomes known to Seller after the Agreement is signed. If Buyer desires to investigate the potential for future development in the area, information is available from the City of Seattle Department of Planning and Development and from other sources.

10. BUYER'S WALK-THROUGH INSPECTION AND LIMITATION OF WARRANTIES. Upon three (3) days' notice from Seller's customer service representative that the Unit is ready for inspection, Buyer will inspect the Unit with a designated agent of Seller and accepts the Unit as constructed subject only to any deficiencies from agreed upon Defined Standards and Tolerances attached to the Limited Warranty and any deficiencies disclosed by Seller prior to closing that Seller does not intend to correct. In the event any deficiencies are disclosed to Buyer which were not disclosed at the

time of this Purchase and Sale Agreement, Buyer shall have three (3) days after the disclosure (but no later than the date of closing) to rescind the Purchase and Sale Agreement, agree to a reduction in purchase price for the Unit, if offered by Seller, or accept the Unit with the deficiency. If the Purchase and Sale Agreement is subject to a third party inspection, Buyer agrees to have that inspection conducted in a timely manner so that closing is not delayed. Buyer agrees to close this sale if the Unit is substantially completed even though mutually agreed upon defects, "punch-list" items and similar work remain to be corrected and completed by Seller after closing. Buyer acknowledges and agrees that the Limited Warranty made a part of the Agreement is provided in place of the implied warranties of quality under the Washington Condominium Act, RCW 64.34.445, and shall be binding upon the parties to the extent that it does not reduce the protections provided to Buyer provided by such section. Buyer further agrees:

a. that the intent and purpose of the Limited Warranty is to provide the Buyer and Seller, prior to the consummation of a transaction, with a clear and predictable understanding of their rights, duties and obligations;

b. that the provisions of the Limited Warranty, and the rights, duties and obligations of the Seller and Buyer there under, is given by the Seller and accepted by the Buyer: (i) in lieu of and to the exclusion of all other express or implied warranties (including without limitation any implied warranty of habitability, merchantability or fitness for a particular use); and (ii) in lieu of and to the exclusion of all other legal or equitable rights, remedies or causes of action;

c. that the Limited Warranty is not intended to be in addition to the implied warranties of quality provided by RCW 64.34.445(2), but rather that such implied warranties are to be interpreted and enforced in accordance with the provisions of the Limited Warranty;

d. that in the event of any variance (including without limitation variances due to definition of defects, exclusions, performance standards, deductibles, remedies or measure of damages) between the provisions of the Limited Warranty and an asserted interpretation of the implied warranties provided by RCW 64.34.445(2), that the provisions of the Limited Warranty shall control to the maximum extent permitted by law;

e. that Buyer's acknowledgment and agreement is a direct and material inducement to Seller's agreement to sell the Unit for the agreed price, and has been relied upon by Seller (and Seller's contractor, subcontractors, vendors, suppliers and other professionals); and

f. that Buyer's acknowledgment and agreement shall be binding upon Buyer in Buyer's capacity as a Unit Owner and an Association officer and Board member, and be binding with respect to both the Unit and the Common Elements.

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

12. SELLER'S EXISTING MORTGAGE. Buyer is advised that there is an underlying mortgage loan on the Condominium. Buyer understands that all of the terms and provisions of the Agreement are and shall be subordinated to the lien of any such existing mortgage, but if this transaction is consummated, Seller shall cause the mortgage to be partially released upon closing to the extent of Buyer's interest purchased. Buyer is advised that Seller's mortgagee may have a presale requirement.

13. TITLE INSURANCE AND ESCROW. Title insurance shall be ordered through Carolyn Sappington of Chicago Title Insurance Company (the "Title Company"), 701 Fifth Avenue, Suite 3400, Seattle, Washington 98104. Her telephone number is 206-628-5630 and her email address is carolyn.sappington@ctt.com. Karen Kirkwood (the "Escrow Agent") of Chicago Title Insurance Company shall act as escrow agent for the closing. Her telephone number is 206-628-9746 and her email address is karen.kirkwood@ctt.com. Seller reserves the right to change the title company and the Escrow Agent at any time before closing upon notice to Buyer. Buyer shall pay one-half of the normal schedule escrow fee. Seller may be entitled to a builder's discount on its portion of the escrow fee.

14. DECLARATION AND BYLAWS. Seller may make amendments to the Declaration, Articles, Bylaws, Survey Map and Plans, Association Budget, Limited Warranty and Public Offering Statement prepared by or for Seller as Seller may deem desirable (or as may reasonably be required by lenders, investors, or title insurance companies to meet reasonable requirements for title insurance and mortgagee protection); but if before this sale is closed any material amendments are made to such documents, Buyer shall be entitled to rescind the Purchase and Sale Agreement. Buyer's failure to disapprove in writing any of the documents referred to in this paragraph (or amendments thereto) within seven days of receipt of such documents (or amendments) shall be deemed Buyer's approval thereof.

15. UNIT AREA. The Unit areas shown in the recorded Declaration will be based on a surveyor's "as built" determination of the interior dimensions of the Units, measured from the inside face of the perimeter stud walls of the Units. The "as built" areas may be different from the areas shown on plans, specifications, listing agreements, or advertising brochures for the Condominium. The fireplace and flue are included within the Unit.

16. CONTINUED CONSTRUCTION. Buyer acknowledges that at the time of taking possession of the Unit and for an indefinite period thereafter, construction in the building in which the Unit is located (and other improvements and common and limited common elements) might not be completed and that renovation or construction work might be continuing.

17. ASSESSMENTS. At closing, Buyer shall pay to the Association for the Condominium an amount equal to two months' assessments which will be treated as an initial contribution to the working capital of the Association; provided, however, that if Seller has previously paid such contribution with respect to the Unit, the escrow agent shall pay Buyer's contribution to Seller. If the Association has commenced collection of assessments, the Buyer shall also pay a pro-rata amount of the current month's assessment for the Unit. Until assessments are commenced by the Association, Seller shall pay all actual expenses of the Association. Buyer acknowledges that the initial level of assessments is an estimate, which may be changed prior to and after closing.

18. CONDOMINIUM HOMEOWNERS INSURANCE. Buyer understands that the Declaration requires each Unit Owner to obtain and maintain a condominium homeowners insurance policy, with standard coverages, listing 22 West Lee Owners Association as an "Additional Insured." Accordingly, Buyer is required to furnish to the escrow agent at closing a certificate of insurance or other evidence satisfactory to Seller that Buyer has obtained such insurance.

19. REAL ESTATE TAXES. Real estate taxes shall be prorated between Seller and Buyer as of the date of closing. If real estate taxes have not been segregated among the Units by the time of closing, the proration shall be based on the Unit's Interest in Common Elements and the total unsegregated taxes for the Condominium. If during the year in which closing occurs, the real estate taxes due for that year are increased after closing because of completion of construction, any tax increase shall also be prorated as of the date of closing, provided that no adjustment shall be made unless the amount of the adjustment would exceed \$50.

20. MANAGEMENT BY SELLER. Seller, as Declarant, may retain for the period stated in the Declaration the full effective management authority of the owners association for the Condominium.

21. COMPLETE AGREEMENT; REPRESENTATIONS; AMENDMENTS. The Purchase and Sale Agreement, including all attachments and addenda thereto, and the Public Offering Statement constitute the complete agreement between the parties regarding the sale of the Unit. There are no other *written or oral* express or implied agreements, promises or representations except as set forth herein or in the Public Offering Statement or in another document signed by Buyer and Seller. **Buyer and all agents acknowledge that no agent has the authority to make, or has made, any agreement, promise, or representation on behalf of Seller.** Buyer may not rely on any representations or agreements that are not contained in this Agreement, including flyers, brochures, renderings, advertisements or listing information. The Purchase and Sale Agreement cannot be amended except by an agreement in writing signed by both Buyer and Seller.

22. ASSIGNMENT. Buyer may not assign Buyer's rights under the Purchase and Sale Agreement without the prior written consent of Seller.

23. WAIVER OF TRANSFER DISCLOSURE STATEMENT. Since Buyer is receiving a Public Offering Statement in connection with the purchase of the Unit, Buyer acknowledges that Seller is not required to furnish Buyer with a Real Estate Transfer Disclosure Statement under RCW 64.04 and Buyer hereby waives receipt of same.

24. ATTORNEY REVIEW. This transaction is subject to review and approval of Buyer's attorney. Such approval shall be deemed to have been given unless within seven (7) days after mutual acceptance Seller receives written notice of disapproval together with an explanation of the reasons therefor.

25. RISK OF LOSS. All risks of loss shall be upon the Seller until closing or earlier occupancy by Buyer.

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26. ADDENDUM CONTROLS. The provisions of this Addendum shall control over any conflicting provisions of the Purchase and Sale Agreement or any other written document.

SELLER:

FIRST WEST & LEE L.L.C., a Washington limited liability company

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Terrance L. Lien, Its Manager/Member

BUYER:

Dated: \_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_

**22 WEST LEE  
A CONDOMINIUM  
SELLER'S LIMITED WARRANTY ADDENDUM**

Addendum to Purchase and Sale Agreement the \_\_\_\_ day of \_\_\_\_\_, 200\_\_

22 West Lee, a condominium  
22 West Lee Street, Unit \_\_\_\_\_  
Seattle, Washington 98119

Name of Buyer(s):  
\_\_\_\_\_  
\_\_\_\_\_

Seller and Buyer agree that Seller's and Declarant's warranties to Buyer and to Buyer's successors and transferees, for the Unit and all Common Elements in the Condominium identified above, are limited to the terms stated in this Limited Warranty Addendum (this "Warranty"). This Warranty is provided to Buyer in place of the implied warranties of quality under the Washington Condominium Act, RCW 64.34.445, and shall be binding upon the parties to the extent that it does not reduce the protections provided to Buyer provided by such section. The definitions of terms set forth in the Condominium Declaration apply in this Warranty. As used in this Warranty, the term "Common Elements" includes both the Common Elements and the Limited Common Elements of the Condominium.

1. Limited Warranty. The Unit in the Condominium identified above and the Common Elements are suitable for the ordinary uses of real estate of their type and, **except as provided below**, all parts of the Unit and the Common Elements constructed by or for Declarant are free from defective materials and have been constructed in accordance with applicable law, in accordance with sound engineering and construction standards, and in a workmanlike manner; provided, however, there shall be no claim under this Warranty unless Buyer or the Association establishes that the alleged breach has adversely affected or will adversely affect the performance of the portion of the Unit or Common Elements alleged to be in breach and the items described below or the Defined Standards and Tolerances in Attachment A hereto shall not reasonably be considered to be defects but are within the normal range of variations or conditions found in condominium units of the type Buyer is purchasing.

2. Modifications and Exclusions.

a. Sound Transmission. Buyer realizes that the Unit is in a multi-family building in an urban environment; therefore, Seller makes no warranty or representation as to vertical or horizontal sound transmission that may arise from activities or building systems in any Unit, the interior and exterior Common Elements or outside the Condominium. Buyer realizes that where condominium units are built above, below, or side by side each other or a common element, it is normal to experience some transmission of sounds between those units from loud music, voices on decks and terraces, heels on uncarpeted floors, water traveling in drains, doors closing and other causes. From time to time, noise from various building systems may be heard from the Unit, including, but not limited to, noise from overhead garage doors, exhaust fans in utility areas, mechanical equipment on the roof or in other areas, elevators, and fluorescent lighting.

b. View. Seller makes no representation or warranty that the view from the Unit, as of the date the Purchase and Sale Agreement is signed or as of closing, will not be obstructed or changed in whole or in part at any time in the future. Buyer acknowledges that Seller undertakes no obligation to investigate or disclose real estate developments in the area that are possible, planned, permitted or under construction, nor does Seller undertake any duty to protect views. This means that even though Seller may know of developments that could affect views, Buyer acknowledges that Buyer is not relying on Seller to disclose such developments, and Buyer acknowledges that Buyer is releasing Seller from any duty Seller might otherwise have to disclose any such developments. Real estate agents and sales people are generally not experts on future real estate developments, and therefore Buyer agrees that Buyer has not relied and will not rely on statements from real estate agents or sales people about future developments or their impact or lack of impact on views.

c. Mold. Currently, there are no federal or state standards for the acceptable levels of mold in a residential structure. The most common method, which is set forth by the American Board of Industrial Hygiene, is to test mold levels by comparing outside levels of mold with inside levels. Generally, mold levels inside the Condominium should be roughly the same as or lower than the levels outside. For one year after closing, should Buyer discover and Seller confirm the presence of mold in the Unit excluding normal household mold and mildew that might occur on kitchen or bathroom tile (and excluding mold and mildew that might occur in unconditioned spaces), Seller agrees to test and remediate to the appropriate levels as set forth above, at no cost to Buyer; provided, however, that Seller shall have no liability or responsibility to remediate if the presence of mold arises out of any alterations or other actions of Buyer. The methods of testing and remediation, if necessary, will be at Seller's sole discretion. After one year, Seller will remediate only if the presence of mold is caused by a construction defect that is covered at such time under this Warranty. Except as specifically set forth in this notice, Seller shall not be responsible for any damages, liabilities, claims or losses incurred by Buyer arising out of or relating to mold, including, but not limited to, property damage, personal injury, loss of income, emotional distress, loss of use, or loss of value and Buyer hereby releases Seller from same.

d. Variations in Natural Products. The beauty of real wood comes from naturally occurring variations in grain, texture and color of the wood itself. These variations can also cause noticeable differences in the Unit's wood cabinets and wood floors. These grain and tone differences are a natural and acceptable condition of quality wood finishes. The naturally occurring variations and differences in color, shade, grain and texture are within Seller's product standards and commercial tolerance. This Warranty provides you with protection against defects in material and workmanship under normal installation, use and service. Color changes are beyond Seller's control. The granite, marble, stone and wood in the Unit, if any, are products of nature and variations in color, texture and surface smoothness can be expected. All of these products have more pronounced imperfections and veining in their finished surface than man-made or manufactured products. Buyer acknowledges that Buyer understands that these variations exist and that there are inherent variations between different granite, marble, stone and wood selections. Also, the locations of seams in the countertops will be determined by the manufacturer based on length, layout, various options chosen, and other factors.

e. Appliances and Equipment. Seller makes no warranties or representations with respect to the appliances and equipment installed in the Unit or Common Elements, including without limitation the stove, refrigerator, microwave oven, dishwasher, garbage disposal, washer and dryer, water heater, fireplace, garage door and heating/ventilation equipment. Seller makes no warranties or representations with respect to equipment provided to the Association for use in operation or maintenance of the Common Elements. With respect to all such appliances and equipment, Seller's sole obligation is to assign to Buyer or the Association all warranties and guarantees furnished to Seller from the suppliers or manufacturers of the items.

f. Damage Caused by Buyer and Others. This Warranty excludes all defects and damage to the extent caused or made worse by (i) negligence, failure to inspect, lack of maintenance, improper maintenance, improper operation or other action by anyone other than Seller or its agents or contractors; (ii) failure of Buyer or the Association to minimize or prevent damage in a timely manner, including failure to allow timely access or inspections and repairs by Seller or its agents; (iii) failure of Buyer or the Association to comply with the warranty requirements of manufacturers or suppliers of appliances, fixtures or equipment; (iv) failure of Buyer or the Association or their agents, employees, contractors or consultants to follow maintenance recommendations given by Seller or its agent to Buyer or the Association or commonly accepted maintenance obligations; (v) ordinary wear and tear, misuse, abuse or neglect; (vi) use for other than its intended purpose; (vii) abnormal loading (including waterbeds) on floors, decks or other surfaces by Buyer that exceeds building design loads; (viii) making or installation of holes, penetrations, windows or skylights in the Unit or Common Elements by anyone other than Seller or its employees, agents or contractors; (ix) failure of Buyer or the Association to mitigate damages; or (x) alterations to the Unit or Common Elements by anyone other than Seller or its employees, agents or contractors.

g. Personal Injury and Consequential Damages. This Warranty excludes bodily injury, illness and death; damage to or theft of personal property; costs of shelter, transportation, food, moving, storage or other incidental expenses relating to relocation during repairs; and consequential, exemplary and punitive damages.

h. Defined Standards and Tolerances. The standards and tolerances for determining whether a breach of this Warranty has occurred are specified in Attachment A to this Warranty ("Defined Standards and Tolerances"); provided, however, notwithstanding a failure to meet the Defined Standards and Tolerances, there shall be no claim under this Warranty unless the failure has adversely affected or will adversely affect the performance of a portion of the Unit or Common Elements.

i. Warranty at Time of Purchase. This Warranty applies only to the construction and condition of the Unit and Common Elements at the time of Seller's sale of the Unit to Buyer. This Warranty does not extend to future performance or duration of any improvement or component of the Condominium, and Seller makes no such warranty.

j. Other Limitations and Exclusions. This Warranty excludes any loss or damage (i) due to normal wear and tear or normal deterioration; (ii) caused by accidents, riot, fire, explosion, smoke, water escape, falling objects, aircraft, vehicles, acts of God, war, terrorism,

lightning, windstorm, hail, flood, mud slide, earthquake, volcanic eruption or changes in underground water table not reasonably foreseeable; (iii) caused by soil movement; (iv) caused by insects; (v) caused to or by any items supplied by Buyer or which are not part of the Unit at the time of closing; (vi) relating to cooking odors or other odors from other Units or elsewhere; or (vii) consisting of or relating to temporary ponding or pooling of water on roofs, decks, balconies, walkways, driveways or other parts of the Condominium, provided such ponding or pooling does not cause damage to the Unit or Common Elements.

3. Apparent Unit Defects. Buyer has had or will have at the time of possession the opportunity to make a detailed walk-through inspection of the Unit with a representative of Seller ("Initial Inspection") and to notify Seller in writing of any defects in appearance or color of, or damage to, the surfaces and fixtures in the Unit ("Apparent Unit Defects"). Seller shall with reasonable promptness correct any Apparent Unit Defects which exist (in accordance with Attachment A hereto, "Defined Standards and Tolerances") and of which Buyer notifies Seller in writing at the time of the Initial Inspection. Buyer waives all claims for any Apparent Unit Defects of which Seller is not notified in writing at the time of the Initial Inspection, and this Warranty shall not extend to any Apparent Unit Defects of which Seller is not notified in writing at the time of the Initial Inspection. "Apparent Unit Defects" include but are not limited to defects, inconsistencies, non-conformity and pre-existing damage in and to: paint, wall coverings, ceilings, hardwood and other floor materials, carpets, tiling or ceramic surfaces, electrical and heating/cooling/ventilation fixtures, bathroom fixtures and hardware, door and window hardware, cabinets, countertops and other surfaces in the Units.

4. Apparent Common Element Defects. Buyer and Seller agree that Seller is entitled to receive timely notice of any construction defects in the Common Elements in order to verify that such defects have not been caused by subsequent damage and in order to allow Seller the opportunity to correct such defects. Therefore, within sixty (60) days after the termination of the period of Declarant control provided in the Declaration, the Association, by its board of directors, shall participate in a meeting ("Inspection Meeting") with Seller at the Condominium to inspect the Common Elements jointly. Seller may include the general contractor for the Condominium and any of Seller's agents or consultants in the Inspection Meeting. If the Inspection Meeting has not taken place within the above time, Seller may schedule it at any time during ordinary business hours or other agreed time, by seven (7) days prior written notice to the Association. At the time of the Inspection Meeting, the Association shall notify Seller in writing of any defects in the Common Elements which are visible or of which the Association has knowledge ("Apparent Common Element Defects"). Seller shall with reasonable promptness correct any Apparent Common Element Defects which exist (in accordance with Attachment A hereto, "Defined Standards and Tolerances") and of which the Association timely notifies Seller in writing at the time of the Inspection Meeting. Buyer and the Association waive all claims for any Apparent Common Element Defects of which Seller is not notified in writing at the time of the Inspection Meeting, and this Warranty shall exclude any Apparent Common Element Defects of which Seller is not notified in writing at the time of the Inspection Meeting. "Apparent Common Element Defects" include but are not limited to visible or apparent defects, inconsistencies, non-conformity and pre-existing damage in and to: decks, balconies, walkways, siding, exterior surfaces, roofs, gutters and drainage pipes, landscaping, retaining walls, foundations, garages, paved surfaces, paint, wall coverings,

window glass, ceilings, hardwood and other floor materials, carpets, tiling or ceramic surfaces, electrical, plumbing and heating/cooling/ventilation fixtures, and door and window hardware.

5. Claims Procedure. Each claim under this Warranty which is made by Buyer with respect to the Unit, or by the Association with respect to a Common Element, shall first be made in writing, entitled "Notice of Claim," and shall contain a detailed description of the claimed defect. Each claim shall be mailed, postage paid, to:

First West & Lee L.L.C.  
1700 Westlake Avenue North  
Suite 700  
Seattle, Washington 98109

or to such other address or addresses as Seller shall provide to Buyer. Buyer and/or the Association shall provide Seller access and entry to the Unit and Common Elements during normal business hours to inspect and/or repair the claimed defect within 48 hours after any written or spoken request by Seller for such access, or immediately if reasonably necessary to prevent further damage. Seller shall respond in writing to such claim no later than thirty (30) days after Seller's receipt of the claim. Seller shall have the right to cure the defective construction described in the claim to conform with this Warranty within ninety (90) days after responding to the claim or within such longer period as may reasonably be required. Seller may at its option repair or replace, or pay the reasonable cost of repairing or replacing, such defective construction. Seller shall not be responsible for exact color, paint matching, texture or finish matches nor for unavailability of materials or components matching materials or equipment originally used. If either party is dissatisfied with the resolution of the claim following Seller's written response and effort to cure the defective condition, then the parties shall meet within fourteen (14) days in an effort to resolve the claim to the parties' mutual satisfaction. All work done by Seller or its contractors on items not covered by this Warranty shall be at Buyer's sole cost unless otherwise agreed in writing. Buyer shall pay all costs incurred by Seller in inspecting items not covered by this Warranty based upon prevailing rates for Seller's employees or contractors.

6. Legal Action; Time Limitation. Any legal action asserting a claim under this Warranty or any other claimed warranty relating to the Unit or Common Elements must be commenced within four (4) years after the cause of action accrues. A cause of action accrues, regardless of Buyer's lack of knowledge of the breach: (a) as to the Unit, the date Buyer is first entitled to possession of the Unit; and (b) as to each Common Element, at the latest of (i) the date the first Unit in the Condominium was conveyed to a bona fide purchaser, (ii) the date the Common Element was completed, or (iii) the date the Common Element was added to the Condominium.

7. Seller's Right to Inspect and Make Repairs. Seller shall have the right, but not the obligation, to conduct inspections and tests from time to time of all or any parts of the Condominium in order to ascertain the physical condition of the improvements in the Condominium and to determine whether maintenance, repairs or replacements of any such improvements are indicated. Seller shall pay all costs of such inspections and tests made pursuant to this Section, shall have the right to make such repairs as Seller deems appropriate, shall restore the affected portion of the property to its condition immediately prior thereto, and

shall indemnify the Association and Owners of any affected Units from any damage resulting therefrom. Seller shall have such rights of entry on, over, under, across and through the property in the Condominium as may be reasonably necessary to exercise the rights described in this paragraph. Seller shall provide reasonable advance notice to the Association of the inspections and repairs, shall permit representatives of the Association to be present during the inspections and repairs and shall provide the Association copies of inspection reports.

8. Defects Encountered in Construction Process; Further Disclaimer and Modification of Warranty. Buyer acknowledges that defects and construction problems may occur during the construction process and be corrected by the general contractor and subcontractors during the course of or after the construction process, and Buyer agrees that if defects or construction problems have occurred during the construction process, this is not of itself a matter requiring disclosure to Buyer. In the event Seller encounters a problem that it does not intend to correct or issue Seller wishes to disclose to Buyer, Seller reserves the right to disclaim that problem or issue and modify this Warranty accordingly; in which event, Buyer may (a) rescind the purchase and sale agreement by written notice of rescission given to Seller within seven (7) days of receipt of the disclaimer; (b) accept a change to the purchase price, if that is offered by Seller; or (c) close the purchase of the Unit on the terms of the Warranty, as modified.

9. Subsequent Buyers. If Buyer sells the Unit at any time within four (4) years after closing of the sale of the Unit from Seller to Buyer, or Buyer's taking possession of the Unit, whichever is later, Buyer shall notify Seller of the sale in writing and shall include in the signed purchase and sale agreement providing for such sale a provision that the person(s) purchasing the Unit agree that any warranty rights of such person(s) relating to the Unit or Common Elements are limited to Buyer's rights under this Warranty at the time of such sale. If Buyer fails to comply with this Paragraph, Buyer shall indemnify, defend and hold harmless Seller from and against all damages, costs, attorney fees and expenses caused by such failure.

10. No Other Warranties. Seller and Buyer agree that there are no express or implied warranties concerning the design, construction or condition of the Unit or Common Elements arising from Seller's sale of the Unit to Buyer, other than those stated in this Warranty.

11. Survival and Savings. This Warranty shall survive the conveyance of title, delivery of possession of the Unit, or other final settlement between Seller and Buyer, and shall be binding upon Seller and Buyer notwithstanding any provision to the contrary contained in the contract of purchase or other writing executed by Buyer or Seller. If any part of this Warranty is held invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder hereof.

[remainder of page intentionally left blank]

Seller and Buyer have executed this Warranty Addendum as of this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

SELLER:  
FIRST WEST & LEE L.L.C., a Washington  
limited liability company

BUYER(S):  
\_\_\_\_\_

By \_\_\_\_\_  
Terrance L. Lien, Its Manager/Member

ATTACHMENT A TO SELLER'S LIMITED WARRANTY ADDENDUM

DEFINED STANDARDS AND TOLERANCES

Any construction problem or condition listed below as "Covered" which exists in the Unit or Common Elements will be deemed to be within the coverage of the Warranty, subject to all modifications, exclusions and limitations of the Warranty, provided that Buyer and/or the Association have performed proper maintenance of the affected improvements, and provided that Buyer and/or Association have complied with all applicable provisions of the Warranty, including all notice provisions. Seller shall not be responsible for exact color or texture of finishes or finish matches where materials are replaced or repaired or in areas repainted, or where original materials are unavailable. These Defined Standards and Tolerances shall apply at the Initial Inspection and during the term of the Warranty. Construction problems or conditions that either (a) are of the same kind, but not of the same extent or due to the same causes, as those listed as "Covered" or (b) are listed as "Not Covered" will not be deemed to violate the Warranty or to adversely affect the performance of the Unit and/or Common Elements, and will be deemed to be constructed in accordance with sound engineering and construction standards and in a workmanlike manner.

1. Masonry and Concrete

(a) Covered:

- (i) Concrete foundation wall cracks greater than 1/4 inch in width.
- (ii) Cracks in blocks, bricks, and mortar joints greater than 3/8 inch in width.
- (iii) Cracks in concrete floors greater than 1/4 inch in width or 1/4 inch in vertical displacement.
- (iv) Concrete slab cracks which cause finished floor coverings to rupture.

(b) Not Covered:

- (i) Efflorescence, unless caused by major leakage.
- (ii) Masonry cleaning and resealing required as ordinary maintenance.
- (iii) Concrete cleaning and sealing
- (iv) Striping of parking spaces
- (v) Uneven pavers due to settlement over time.

2. Grading and Drainage

(a) Covered:

- (i) Excessive ground settlement (greater than 6 inches) around foundation, utility trenches, or other filled areas (settled areas filled only once).
- (ii) Improper grades and swales which both cause standing water for more than 24 hours (or 48 hours in swales) and affect the drainage in the immediate area surrounding the entrance areas and walkways.

(b) Not Covered:

- (i) Any condition not described above.

3. Foundation Waterproofing

(a) Covered:

- (i) Actual flow and accumulation of a material amount of water in garage areas.
- (ii) Crawl space ventilation not within applicable building code.

(b) Not Covered:

- (i) Seepage of water or wetness in garage areas.
- (ii) Water infiltration (and any resulting damage) caused by improper use or maintenance procedures, such as pressure washing or excessive overspray.
- (iii) Seepage of water between levels of parking garage due to small cracks in concrete walls or floors.
- (iv) Mold in storage areas.

4. Carpentry

(a) Covered:

- (i) Walls and framing for doors and windows that bulge or bow in excess of 1/4 inch in 32 inches or are out of plumb in excess of 3/4 inch in 8 vertical feet.

(b) Not Covered:

- (i) Movement, creaks and squeaks in framing members and fasteners caused by expansion, contraction and normal settlement.
- (ii) Vibration or deflection of floors, provided construction is within applicable building code.
- (iii) Expansion, contraction and shrinkage due to improper heating, cooling or ventilation.

5. Roofing

(a) Covered:

- (i) Roof leaking and flashing leaks due to improper installation or materials, when not caused by snow and ice buildup.
- (ii) Leaks in gutters and downspouts not caused by debris.
- (iii) Water stays in gutter (in excess of one inch) not caused by debris or excessive rainfall.
- (iv) Roof ventilation not meeting applicable building code.
- (v) Inadequate insulation that does not meet applicable building code.
- (vi) Leakage through louvers and vents.

(b) Not Covered:

- (i) Leakage caused or made worse by buildup of snow, ice or debris.
- (ii) Water infiltration through vents, drains, vent caps, mechanical equipment, fixtures or attached components, caused by snow, ice, debris, high winds or driving rain.
- (iii) Ponding of water, if not in excess of manufacturer's installation and material specifications.
- (iv) Location of mechanical or other equipment on roof.

6. Siding and Caulking

(a) Covered:

- (i) Separation of exterior trim joints in excess of 1/4 inch.
- (ii) Exterior joint separation of siding, delamination of veneer siding or loose siding, if due to improper installation or materials.
- (iii) Cracking of brick veneer in excess of 1/4 inch.

(b) Not Covered:

- (i) Cracks in caulking and shrinkage of caulking due to weather or normal wear.
- (ii) Damage or change in color due to atmospheric conditions or accumulation of dirt or other contaminants.
- (iii) Color variation due to repair or replacement.

7. Decks and Terraces

(a) Covered:

- (i) Damage due to improper flashing or sealing.
- (ii) Loose railings or posts if due to defective materials or improper installation not meeting manufacturer's specifications.

(b) Not Covered:

- (i) Damage due to lack of regular maintenance or improper care, such as use of solvents that could destroy the membrane. (Buyer is responsible for deck sealing and ongoing maintenance.)
- (ii) Imperfections in texture or color, including variations due to repair or replacement.
- (iii) Cracks from expansion and contraction of wood or other floor materials.
- (iv) Vibration or deflection, provided construction is within applicable building code.
- (v) Water buildup caused by debris in drains or lack of maintenance.
- (vi) Damage or change in color due to atmospheric conditions or accumulation of dirt or other contaminants.
- (vii) Damage caused by improper loading or storage.
- (viii) Location of equipment or other items on decks or terraces.

8. Chimney and Fireplace

(a) Covered:

- (i) Not enough draw due to improper installation.
- (ii) Gas leakage due to improper installation.
- (iii) Water intrusion through fireplace vents due to improper installation.

(b) Not Covered:

- (i) Cleaning, and performance problems due to lack of cleaning.
- (ii) Wind flow or water intrusion through chimney or flue due to unusually high winds or driving rain.
- (iii) Malfunctions due to weather conditions or loss of electrical power.

- (iv) Interior or exterior soot caused by fireplace use.

9. Windows and Doors

(a) Covered:

- (i) Warpage of doors in excess of 1/4 inch in 32 inches or are out of plumb in excess of 3/4 inch in 8 vertical feet caused by faulty materials or installation.
- (ii) Door panel splits caused by faulty materials or installation.
- (iii) Windows do not operate with reasonable pressure applied.
- (iv) Drafts around windows and doors due to defective weatherstripping or improper fit.
- (v) Faulty glass or window seals.

(b) Not Covered:

- (i) Warpage of doors caused by owner heating, cooling or ventilation practices, unusually high heat, or temperature or humidity fluctuations.
- (ii) Binding or sticking due to expansion and contraction.
- (iii) Discoloration around vents.
- (iv) Damage or water intrusion resulting from windows or doors left open.
- (v) Light, noise or odor infiltration, provided construction is within applicable building code.
- (vi) Derailed bi-fold, pocket or bi-pass doors or panels.
- (vii) Gaps around doors for ventilation purposes.
- (viii) Damage caused by failure to maintain vents and weeps, including resultant damage.
- (ix) Adjustments to door or window hinges and hardware that are considered maintenance items.

10. Glass and Mirrors

(a) Covered:

- (i) Scratches or flaws in windows, glass and mirrors, if noted on Initial Inspection list.

(b) Not Covered:

- (i) Scratches or flaws in windows, glass and mirrors not noted on Initial Inspection list.

11. Interior Walls and Trim

(a) Covered:

- (i) Faulty installation of trim (separation greater than 1/4 inch).
- (ii) Walls or ceiling cracks greater than 1/8 inch in width. Fixed one time only during first twelve months of ownership.

(b) Not Covered:

- (i) Differences in wood or stone grain or color.
- (ii) Color differences in ceramic or concrete finishes.
- (iii) Cracks in tile grout.

- (iv) Surface irregularities in woodwork.
- (v) Cracking of materials or surfaces caused by building movement or settlement.
- (vi) Cracks at wall/ceiling joint due to building movement or settlement.
- (vii) Nail pops.

12. Interior and Exterior Paint

- (a) Covered:
  - (i) Peeling paint on railings due to improper installation or defective materials.
- (b) Not Covered:
  - (i) Imperfections not noted on Initial Inspection list; e.g. unless otherwise noted, paint accepted "as is."
  - (ii) Color variations, fading or staining due to aging or atmospheric conditions.
  - (iii) Color variations due to repair or replacement.

13. Flooring and Covering

- (a) Covered:
  - (i) Floor covering that becomes loose or bubbles within six months after Initial Inspection, if due to improper installation.
  - (ii) Gaps in carpet seams in excess of 1/8 inch if due to improper installation and reported within six months after Initial Inspection.
- (b) Not Covered:
  - (i) Cracks or separation from expansion and contraction of wood or other floor materials.
  - (ii) Fading of floors and floor materials, including wood.
  - (iii) Color variations in ceramic, stone, wood or other flooring materials.
  - (iv) Noises caused by expansion and contraction of wood or other floor materials.
  - (v) Scratches or damage to flooring not noted during the Initial Inspection.
  - (vi) Location of carpet seams or slightly raised carpet seams.
  - (vii) Damage caused by improper heating, cooling or ventilation practices.
  - (viii) Sealing of tile, stone, grout or other surfaces. (Buyer is responsible for sealing and ongoing maintenance.)

14. Cabinets and Countertops

- (a) Covered:
  - (i) Delamination of kitchen countertops if caused by defective materials or installation.
  - (ii) Cabinet doors and drawers warpage in excess of 3/8 inch caused by faulty materials or installation.

- (iii) Cabinet separates from wall or ceiling in excess of 1/4 inch.
  - (b) Not Covered:
    - (i) Differences in wood grain or color.
    - (ii) Differences in grain or color of wood, ceramic, stone, granite or other material in cabinets or countertops.
    - (iii) Scratches, flaws or damage to cabinets or countertops, unless noted on Initial Inspection list.
    - (iv) Cracking of grout.
    - (v) Cracking of materials or surfaces caused by building movement or settlement.
    - (vi) Warpage of cabinet doors caused by owner heating or cooling practices, unusually high heat, or temperature or humidity fluctuations.
    - (vii) Delamination or separation due to excessive moisture.
15. Cooling, Heating and Ventilation
- (a) Covered:
    - (i) Insufficient cooling, heating or ventilation due to manufacturing defect or malfunction.
  - (b) Not Covered:
    - (i) Noise due to normal expansion and contraction and air flow.
    - (ii) Clogged condensation lines.
    - (iii) Damage or failure due to lack of maintenance or failure to operate heating, cooling or ventilation elements as recommended.
    - (iv) Addition of heating, cooling or ventilation systems to any area not provided with such systems as part of initial building construction, unless required by applicable building code.
    - (v) Damage to any item or materials stored in unheated areas.
16. Plumbing, Sprinkler System and Irrigation
- (a) Covered:
    - (i) Pipes freeze and burst if caused by defective workmanship or materials.
    - (ii) Plumbing malfunctions as result of defective workmanship or materials.
    - (iii) Pipes that make loud, hammering noises.
  - (b) Not Covered:
    - (i) Noise due to normal expansion and contraction and water flow.
    - (ii) Cosmetic damage to fixtures.
    - (iii) Cracking of materials, surfaces or tub, shower or basin units caused by building movement or settlement.
    - (iv) "Sudsing" or backflow in sinks and other plumbing fixtures, provided plumbing is within applicable code.
    - (v) Staining and performance problems due to water quality.
    - (vi) Unsatisfactory water pressure, provided construction is within applicable building code.

- (vii) Damage to or blockage of sprinkler or plumbing systems caused by improper use or storage of materials in close proximity.

17. Electrical and Telephone

(a) Covered:

- (i) Outlets, switches, or fixtures fail due to faulty installation or materials.

(b) Not Covered:

- (i) Cosmetic damage to fixtures.
- (ii) Noise due to normal operation of electrical or electrical/mechanical equipment.
- (iii) Electrical fluctuations, provided construction is within applicable building code.
- (iv) Damage caused by faulty appliances.
- (v) Electrical and radio noise and interference from inside or outside the building, provided construction is within applicable building code.
- (vi) Location or placement of equipment, provided it meets code.

18. Security System

(a) Covered:

- (i) Performance not meeting manufacturer's standards.

(b) Not Covered:

- (i) Replacement of security entry devices.
- (ii) Limitations in the security system that are inherent in the original design specifications or manufacturer's products.

19. Landscaping

(a) Covered:

- (i) Newly planted trees and shrubs that die during first growing season unless caused by failure to maintain properly.

(b) Not Covered:

- (i) Damage to or loss of preexisting trees and plants.
- (ii) Damage to water features caused by improper maintenance or operation.
- (iii) Damage caused by freezing temperatures or severe weather.
- (iv) Location or placement of trees, shrubs, irrigation systems or other landscape elements.
- (v) Settlement of soil or mulch in landscaped beds or planters.

20. Cosmetic Items

(a) Covered:

- (i) Items identified as Apparent Unit Defects during Initial Inspection.

(b) Not Covered:

- (i) Chips, scratches, or marks on tile, woodwork, walls, floors, ceilings, porcelain, brick, mirrors, plumbing fixtures, countertops,

lighting fixtures, appliances, cabinets, and the like not identified as  
Apparent Unit Defects during Initial Inspection.

- (i) Irregularities in painting or staining.
- (ii) Checking or cracking of wood due to drying-out process.
- (iv) Upkeep of any cosmetic element.

EXHIBIT A

22 WEST LEE, A CONDOMINIUM

Legal Description of Real Property in Condominium

PARCEL A:

THE EAST 44 FEET OF THE WEST 88 FEET OF LOT 7 AND THE EAST 44 FEET OF THE WEST 88 FEET OF THE SOUTH HALF OF LOT 8, ALL IN BLOCK 19, COMSTOCK ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE(S) 101, IN KING COUNTY, WASHINGTON.

PARCEL B:

LOT 7, EXCEPT THE WEST 88 FEET AND THE SOUTH HALF OF LOT 8, EXCEPT THE WEST 88 FEET, ALL IN BLOCK 19 OF COMSTOCK ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 101, IN KING COUNTY, WASHINGTON.

PARCEL C:

THE WEST 44 FEET OF LOT 7 AND THE WEST 44 FEET OF THE SOUTH HALF OF LOT 8, ALL IN BLOCK 19, COMSTOCK ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE(S) 101, IN KING COUNTY, WASHINGTON.

PARCEL D:

THE NORTH HALF OF LOT 8, BLOCK 19, COMSTOCK ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 101, IN KING COUNTY, WASHINGTON.

### RECEIPT FOR EARNEST MONEY

This Receipt is for Earnest Money received as part of the Purchase and Sale Agreement dated \_\_\_\_\_  
between \_\_\_\_\_ ("Buyer")  
and First West & Lee, L.L.C. ("Seller")  
concerning 22 West Lee Street, Seattle, WA 98119 Unit # \_\_\_\_\_ ("the Property")

On \_\_\_\_\_, the undersigned received earnest money from Buyer in the amount  
of \_\_\_\_\_ by  personal check  cashier's check  promissory note  cash  
 other ( \_\_\_\_\_ ).

- \_\_\_\_\_  
 Selling Licensee  
 Selling Broker  
 Closing Agent  
 Other \_\_\_\_\_

NOTE: If the Earnest Money is cash, you must deposit it or deliver it not later than the first banking day following receipt, regardless of the terms of the Agreement.