

PRESALE BUILDER'S ADDENDUM – LUBBESMEYER  
*Wildwood Estates*

LOT#: \_\_\_\_\_

This addendum is to be made a part of the certain Purchase and Sale Agreement hereinafter “the Agreement” dated \_\_\_\_\_, between **Lubbesmeyer Construction**, a Washington Corporation, as “Seller” or “Builder” and \_\_\_\_\_ as “Purchaser”. Should any conflict arise between this Presale Addendum and the original Purchase and Sale Agreement and/or any previous Addendums, this Addendum shall prevail. All other terms and conditions of the original Purchase and Sale Agreement shall remain in full force and effect.

**\*PRE-SALE (PLANS & SPECIFICATIONS):**

Builder to provide copies of the plans and specs to the Buyer within \_\_\_\_\_ days ( 15 days if not filled in ) of mutual acceptance. Buyers to review plans and specifications to Buyers satisfaction, to be approved in writing no later than \_\_\_\_\_ days (7 days if not filled in ) from receipt of same. No written approval will be deemed to be disapproval and, this agreement shall then terminate, earnest money shall be refunded to the Buyer and parties will have no further duties. Upon such time the Buyer approves plans and specifications, all earnest monies shall be released directly to the Builder and shall become non refundable for any reason except non performance by the Builder and shall be credited to the Buyer at closing.

**\*BUILDER'S REPLICATION OF PREVIOUS PROJECT:**

The completed house and the association grounds, landscaping, etc. shall be substantially similar or comparable to the house previously constructed by the Builder at \_\_\_\_\_(address) and shall be of equal or greater quality in all manner, finish and appearance.

**\*NON REFUNDABLE CONSTRUCTION DEPOSIT:**

Upon Buyers approval of Plans and Specifications and/or prior to commencement of construction Buyer shall pay to Builder a non-refundable Construction Deposit in the amount of \$\_\_\_\_\_. The construction deposit is paid in consideration of Builder proceeding with construction of the home and is in addition to any earnest monies referenced herein. Unless stated otherwise herein, all construction deposits shall be applicable to the sales price at closing. Checks to made payable to \_\_\_\_\_ and delivered to \_\_\_\_\_ or to the Site Manager at \_\_\_\_\_.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Builder

**\*LOCATION OF HOME:**

Builder has the sole discretion to determine the exact location of the home on the property being purchased. Many factors and considerations dictate that the Builder has the exclusive responsibility and authority to make such decisions

**\*PLAN VARIATIONS:**

No two homes are built exactly alike. It is not uncommon to have minor differences in the dimensions or style of concrete, landscaping, framing, cabinets, etc. All homes are built with the same quality materials, but items such as the above-mentioned can and do vary from home to home. These variations are not considered defects and will not be changed.

**\*PURCHASER’S ACCESS DURING CONSTRUCTION:**

Purchaser acknowledges that the Property being purchased pursuant to the Agreement is and shall continue to belong to the Builder until the closing date of this Agreement. Purchaser agrees that they shall not enter onto the property during construction unless accompanied by Builder’s representative or agent. Purchaser further acknowledges notice that only Builder and Builder’s employees and authorized subcontractors are authorized to enter and do work on the property, and Purchaser is expressly denied permission to do any work on the property prior to closing for any reason whatsoever, without the prior written agreement and consent of Builder.

**\*UPGRADES & CHANGES:**

If any changes are to be made after Mutual Acceptance, all change orders must be submitted on Builders Request form and agreed upon in writing using Presale Addendum B. \*A \$ \_\_\_\_\_ administration fee will be added to every change order and Builder Request form submitted, above the cost of changes. If upgrades or loan costs are to be added onto the Purchase price of the home, an **8%** surcharge shall be added to the base cost of any such upgrades or loan costs. Payment for custom changes and or upgrades is non-refundable for any reason and must be paid within 5 days of mutual acceptance of each change order, regardless of whether or not they have been added to the Purchase Price. If the Builder does not have record of payment prior to 2 weeks of scheduled installation, the original items specified, not the upgraded items, will be installed. Unless specified otherwise all payments, less administrative fees and surcharges, shall be credited towards purchase price at closing.

**\*FLOORING, PLUMBING, AND ELECTRICAL UPGRADES:**

All floor covering, plumbing and electrical upgrades are to be paid in cash directly to the supplier at the time of selection unless otherwise noted in writing to Builder and mutually agreed upon by both Buyer and Builder. Because time is of the essence, if these items are not paid directly to supplier at the time of selection (unless otherwise noted and mutually accepted in writing) then the original items specified shall be installed. This shall apply to any & all upgrades not mutually agreed upon in original Purchase and Sales Agreement.

**\*INSULATION:**

In accordance with Washington State Energy code and requirements at the time of building permit and pursuant to Federal Trade Commission Regulations requirements. The Builder shall fill in the following information. (If insulation is not yet selected, FTC regulations require Builder to furnish to Purchaser the information below in writing as soon as available).

Wall Insulation:	Type: Batt	Thickness: 5 ½"	R-Value: R-21
Ceiling Insulation:	Type: Batt/Blown	Thickness: 12"	R-Value: R-38

Other insulation data: Insulation installation specifications meet or exceed Washington State requirements.

**\*LANDSCAPING:**

The base retail purchase price includes Full Front & Back yard landscaping. Any additional landscaping requested or any upgrades to Builder’s standard landscaping package shall be at an additional charge to Purchaser. No fencing is included in the base sale price. Purchaser is hereby informed that should they elect to have Builder install fencing after the closing date of their purchase; they can only install fencing in the style, color(s) and using the materials approved by the Builder. Builder shall professionally install all additional landscaping and fencing requested and paid for by purchaser, approved by seller, within ten (10) days after the closing date of the Agreement.

**\*COMPLETION OF NEW HOME:**

Builder anticipates this new home to be substantially completed on (Date) \_\_\_\_\_, (date). However, in order to maintain the Builders strict quality standards. This completion date is an estimate only and is not a guarantee. Should purchaser be delayed in obtaining loan approval, the closing and completion dates, at Builder’s sole option, shall be extended an equal amount of time. Should construction be delayed due to circumstances beyond Builder’s control, the closing date will be extended up to 30 days. The closing date in the Agreement shall be considered the termination date. If the new home described in the Agreement is not completed prior to the closing date the exclusive remedy available to the Purchaser shall be to either terminate the agreement OR to mutually extend the closing date of the Agreement. Builder is not responsible for the expiration of Purchaser’s loan commitment, penalties, loan or other fees or losses due to the estimated completion date not being met. Purchaser is advised to insure that their lender and any other interested party is made aware of this agreement.

**\*POSSESSION:**

Purchaser shall be entitled to possession of their new home on the closing date as defined herein.

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Buyer

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Buyer

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Builder

**\*FINAL WALK THRU (NEW HOME ORIENTATION):**

Buyer reserves the right to complete final walk through 7 days prior to closing with the Builder and or his representative to verify completion of home. Parties shall complete a list of touch up items, repairs and any uncompleted items (Punch List). Notwithstanding Builder’s duty to obtain final occupancy permit prior to closing and Buyer’s possession, any and all items on “Punch List” shall be completed in a professional workmanship like manner no later than 30 days after closing. Prior to the closing date of this Agreement, Builder will schedule a new home orientation with the Buyer to explain the new home warranty program, required Buyer maintenance and the operating procedures of all home’s appliances, heating and plumbing systems and other miscellaneous features. Builder will schedule all new home orientations between 9 a.m. and 5 p.m. - Monday through Friday Only.

**\*ARCHITECTURAL CONTROL COMMITTEE:**

This agreement is conditioned upon Architectural Control Committee (City of Enumclaw) approval. Builder to submit for approval within \_\_\_\_ days (10 days if not filled in) of Mutual Acceptance.

**\*CLOSING:**

“Closing” is defined as that date on which all documents are recorded and the sale proceeds are available to Builder This transaction shall close according to the Purchase and Sale Agreement or within 5 days of delivery to escrow the final inspection and Final Occupancy Permit. Readiness to close is evidenced by delivery of final inspection to the escrow company. Closing date cannot be delayed due to items needing minor repair, adjustment or replacement, as noted at final walk through/New Home Orientation. In the event Buyer is not ready to close within 5 days of Final Occupancy Permit as referenced herein, Buyer shall be assessed \$200.00 per day thereafter through closing unless Buyer is obtaining financing from Builders preferred Lender, as set forth in Financial Paragraph referenced herein.

**SUBSTITUTION:**

Builder reserves the right to substitute items of comparable quality without prior notice to Purchaser. All items are subject to reasonable availability. Any selected upgrades or change order items must be readily available and cannot delay construction scheduling or completion.

**NO VERBAL REPRESENTATIONS:**

It is natural during the course of the transaction for the Purchaser to have questions regarding their new home. In order for the Purchaser to receive responsible and authoritative answers, Builder requests all questions be presented in writing. Response shall also be provided in writing. Purchaser understands and agrees that sales agents, field superintendents and subcontractors are not authorized to make such representations, or representations that shall modify the Agreement as written, and that the full understanding shall be limited to the Agreement as written, together with any clarifications made by Builder in writing.

**\*AGENCY:**

All Parties acknowledge that selling agent represents Purchaser exclusively, not Builder and that the listing agent, Terry Wise, represents Builder exclusively, not Purchaser. If selling agent and listing agent are different licensees affiliated with the same real estate broker, then, both Builder and Purchaser consent to said broker acting as a dual agent. Both Builder and Purchaser acknowledge receipt of a copy of the pamphlet entitled "The Law of Real Estate Agency".

**\*PLANS ARE PROPERTY OF BUILDER:**

Plans, drawings, specifications and design material are hereby made a part of this agreement and shall remain the sole property of the Builder.

**\*COVENANTS CONDITIONS & RESTRICTIONS (CCR's):**

Buyer acknowledges receipt of CCR's and approves same, unless Builder receives written notice from Buyer disapproving CCR's within \_\_\_\_\_ days (3 days if not filled in) of mutual acceptance, at which time "the agreement" shall terminate.

**\*HOMEOWNER'S ASSOCIATION & DUES:**

It is understood that all owners of lots in the development will become members of THE DEVELOPMENT HOMEOWNERS ASSOCIATION, organized and existing under the laws of the State of Washington. The Association will assess annual dues at member meetings to maintain and improve the common areas. The annual dues of the Association for the existing calendar year shall be \$\_\_\_\_\_ (dollars), and will be prorated at closing.

Dues shall be payable to: " \_\_\_\_\_", mailed to: \_\_\_\_\_,  
and due on January 1<sup>st</sup> of each subsequent year, until notified otherwise.

**\*UTILITIES PAID OUTSIDE OF ESCROW BY BUILDER:**

Builder acknowledges the obligation under RCW60.80.010 to satisfy, upon closing, any lien or charge provided for by RCW35.21.290.35.67.200, 36.36.045, 36.89.090, 36.94.150, 56.16.100, 57.08.080 or 87.03.445. Builder agrees to satisfy any such liens or charges outside of closing and Builder and Buyer hereby waive the right to have escrow closing agent administer the payment of such liens or charges as provided under RCW60.80. Closing agent shall not be held liable or responsible in connection with the same now or hereafter the close of escrow.

**\*WAIVER OF SELLER DISCLOSURE STATEMENT:**

Buyer waives their right to receive a Form. 17 Seller Disclosure Statement as provided in RCW64.06 ET. Seg. Except for the Environmental Section; Page 4; Item #7, required by NWMLS Rules & Regulations.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Builder

**\*HOMEOWNER’S LIMITED WARRANTY:**

Builder hereby warrants this home for a period of one year from the date of closing or occupancy (whichever is sooner) against any structural defects that are not a result of fault by the Buyer, including but not limited to, alterations, negligence or failure to properly maintain the home and its structure. Builder will perform all necessary labor to repair or replace defective work at no cost to the Buyer. Product supplied by the suppliers and manufacturers for this home are warranted only to the extent that the suppliers or manufacturers of those products provide a warranty and shall be processed with said suppliers and manufacturers according to their individual warranty process instructions. Builder will expeditiously act in good faith to secure replacement products under warranty of others during Builders warranty period. Builder’s warranty expressly excludes all other warranties under Washington or Federal laws, any expressed or implied warranties of fitness of habitability. Builders warranty further excludes consequential damages for economic, property or personal injury loss. This warranty is nontransferable. Any claim or cause of action arising out of the terms of this warranty must be filed in a court of competent jurisdiction within two months following expiration of the warranty period. Any cause of action based upon breach of warranty which is not filed within period of time is waived. Any warranty work performed by Builder during the warranty period does not extend the warranty period any further than one year from closing or occupancy as defined above. Any cosmetic damages or defect discovered after Buyer walkthrough is not covered by this warranty. Due to the natural characteristics of wood and cement this warranty excludes cracking of concrete flat work and floor squeaks. This warranty excludes all landscape plantings such as grass, shrubs, plants, etc. Any structural or mechanical modifications made to this home shall void this warranty. Sheetrock cracks and nail pops are normal in first 12 months. Due to climatic conditions inherent to the Pacific Northwest, exterior materials will naturally expand and contract seasonally. Maintaining all caulked areas in order to prevent moisture or pest infestation is considered maintenance and shall become the Buyers responsibility upon Buyers possession or closing as defined herein.

**\*FINANCING:**

Purchaser agrees to make loan application with lender of their choice within \_\_\_\_\_ days (3 days if not filled in) of mutual acceptance. Buyer also agrees to pre-qualify with: \_\_\_\_\_(Name) of \_\_\_\_\_(Company) Phone: \_\_\_\_\_, within 5 (Five) days of mutual acceptance, at no cost to the Buyer, to assure Builder as to Buyers ability to perform per this agreement. Buyer authorizes Lender(s) to disclose any relevant financial information to Builder upon request. In the event \_\_\_\_\_(Name) is unable to provide pre-qualifying letter satisfactory to the Builder within 10 days the Builder shall then anytime thereafter terminate this agreement at their sole discretion unless Buyer waives Financing Contingencies contained herein within said 10 days and immediately deposits additional Earnest Monies which are non refundable in the amount not less than 2% of sales price.

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Buyer

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Buyer

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Builder

**\*FINANCING CONTINGENCY:**

All financing contingencies referred to in this agreement shall be waived by financing deadline as described in paragraph 2 of NWMLS Financing form #22A. At which time all Earnest Money shall become non-refundable and released immediately to Seller.

**\*EARNEST MONEY:**

All earnest monies shall become non refundable and released immediately to Builder upon waiver of financing contingencies referenced herein. Buyer authorizes the Broker or Escrow company holding the Earnest Money to release funds to Seller. All deposits will be credited to the Purchaser at closing unless stated otherwise.

**\*TITLE:**

Title has been opened at \_\_\_\_\_ which is located at \_\_\_\_\_ and shall remain. Title # \_\_\_\_\_

**\*ESCROW:**

Purchaser and Builder further agree that the designated closing/escrow agent for the Agreement shall be \_\_\_\_\_, located at \_\_\_\_\_, WA \_\_\_\_\_, telephone number (253) \_\_\_\_\_ and fax number (253) \_\_\_\_\_. Contact: Escrow Manager: \_\_\_\_\_, or such other closing/escrow agents as Builder may approve. Builder is allowed a special builder's rate on escrow fees if such company is used and these cost savings are reflected in the sales price of your new home.

**\*BUYER'S EXCLUSIVE REMEDY:**

In the event of any dispute of any kind regarding this agreement, the Buyer's sole remedy shall be the rescission of this agreement and the release by Builder of any earnest money deposit by Buyer.

**\*KEYS:**

Upon confirmation of Recording buyers shall contact \_\_\_\_\_ at Phone: \_\_\_\_\_ to obtain keys for their new home. The keys for the Mailbox shall be obtained by visiting the post office & providing them with a copy of Final HUD statement.

**"BUILDER"**

**"BUYER"**

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Presale Builder's Addendum – Lubbesmeyer (revised 10.21.11)

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Builder