

VACANT LAND PURCHASE AND SALE AGREEMENT SPECIFIC TERMS

1. **Date:** _____ **MLS No.:** _____ **Offer Expiration Date:** _____
2. **Buyer:** _____
Buyer Buyer Status
3. **Seller:** _____
Seller Seller
4. **Property:** Legal Description attached as Exhibit A. Tax Parcel No(s): _____, _____, _____,

Address City County State Zip
5. **Purchase Price:** \$ _____ Dollars
6. **Earnest Money:** \$ _____ Check; Note; Other _____ (held by Selling Firm; Closing Agent)
7. **Default:** (check only one) Forfeiture of Earnest Money; Seller's Election of Remedies
8. **Title Insurance Company:** _____
9. **Closing Agent:** _____
Company Individual (optional)
10. **Closing Date:** _____; **Possession Date:** on Closing; Other _____
11. **Services of Closing Agent for Payment of Utilities:** Requested (attach NWMLS Form 22K); Waived
12. **Charges/Assessments Levied Before but Due After Closing:** assumed by Buyer; prepaid in full by Seller at Closing
13. **Seller Citizenship (FIRPTA):** Seller is; is not a foreign person for purposes of U.S. income taxation
14. **Subdivision:** The Property: must be subdivided before _____; is not required to be subdivided
15. **Feasibility Contingency Expiration Date:** _____ days after mutual acceptance; Other _____
16. **Agency Disclosure:** Selling Broker represents: Buyer; Seller; both parties; neither party
Listing Broker represents: Seller; both parties
17. **Addenda:** _____

_____ Buyer's Signature	_____ Date		
_____ Buyer's Signature	_____ Date		
_____ Buyer's Address			
_____ City, State, Zip			
_____ Phone No.	_____ Fax No.		
_____ Buyer's E-mail Address			
_____ Selling Firm	_____ MLS Office No.		
_____ Selling Broker (Print)	_____ MLS LAG No.		
_____ Firm Phone No.	_____ Broker Phone No.	_____ Firm Fax No.	
_____ Selling Firm Document E-mail Address			
_____ Selling Broker's E-mail Address			
_____ Selling Broker DOL License No.			_____ Selling Firm DOL License No.

_____ Seller's Signature	_____ Date		
_____ Seller's Signature	_____ Date		
_____ Seller's Address			
_____ City, State, Zip			
_____ Phone No.	_____ Fax No.		
_____ Seller's E-mail Address			
_____ Listing Firm	_____ MLS Office No.		
_____ Listing Broker (Print)	_____ MLS LAG No.		
_____ Firm Phone No.	_____ Broker Phone No.	_____ Firm Fax No.	
_____ Listing Firm Document E-mail Address			
_____ Listing Broker's E-mail Address			
_____ Listing Broker DOL License No.			_____ Listing Firm DOL License No.

**VACANT LAND PURCHASE AND SALE AGREEMENT
GENERAL TERMS**

Continued

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

b. Earnest Money. Buyer shall deliver the Earnest Money within 2 days after mutual acceptance to Selling Broker or to Closing Agent. If Buyer delivers the Earnest Money to Selling Broker, Selling Broker will deposit any check to be held by Selling Firm, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Selling Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Firm is over \$10,000.00 Buyer has the option to require Selling Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Selling Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Selling Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Selling Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.

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

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

d. Title Insurance. Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of standard form owner's policy of title insurance from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Selling Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in said standard form 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.

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

**VACANT LAND PURCHASE AND SALE AGREEMENT
GENERAL TERMS**

Continued

- e. Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. 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. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is provided possession. Buyer reserves the right to walk through the Property within 5 days of Closing to verify that Seller has maintained the Property as required by this paragraph. Seller shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld.
- f. Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.
- g. Closing Costs and Prorations and Charges and Assessments.** Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides such statement to the Closing Agent. Seller shall pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 11, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent).
- Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are 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.12.
- h. Sale Information.** Listing Broker and Selling Broker are authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Broker and/or Selling Broker, on request, any and all information and copies of documents concerning this sale.
- i. Seller Citizenship and FIRPTA.** Seller warrants that the identification of Seller's citizenship status for purposes of U.S. income taxation in Specific Term No. 13 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment In Real Property Tax Act ("FIRPTA") at Closing and provide the certification to the Closing Agent. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.
- j. Notices and Delivery of Documents.** Any notice related to this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by Selling Broker, or at the licensed office of Selling Broker. Documents related to this Agreement, such as NWMLS Form 17C, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Selling Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice.
- Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Selling Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses specified on page one of this Agreement; or (ii) Selling Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document.

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

**VACANT LAND PURCHASE AND SALE AGREEMENT
GENERAL TERMS**

Continued

- k. Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. 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.
- l. Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.
- m. 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.
- n. 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. 7, shall apply:
- 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.
 - 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.
- o. Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' fees and expenses.
- p. Offer.** This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed office of the other party's broker pursuant to General Term j. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- q. Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, the other party's broker, or at the licensed office of the other party's broker pursuant to General Term j. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- r. 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.
- s. Agency Disclosure.** Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Selling Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."

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

**VACANT LAND PURCHASE AND SALE AGREEMENT
GENERAL TERMS**

Continued

t. Commission. Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Firm's commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Firm and Selling Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or Selling Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement.

u. Feasibility Contingency. It is the Buyer's responsibility to verify before the Feasibility Contingency Expiration Date identified in Specific Term No.15 whether or not the Property can be platted, developed and/or built on (now or in the future) and what it will cost to do this. Buyer should not rely on any oral statements concerning this made by the Seller, Listing Broker or Selling Broker. Buyer should inquire at the city or county, and water, sewer or other special districts in which the Property is located. Buyer's inquiry should include, but not be limited to: building or development moratoriums applicable to or being considered for the Property; any special building requirements, including setbacks, height limits or restrictions on where buildings may be constructed on the Property; whether the Property is affected by a flood zone, wetlands, shorelands or other environmentally sensitive area; road, school, fire and any other growth mitigation or impact fees that must be paid; the procedure and length of time necessary to obtain plat approval and/or a building permit; sufficient water, sewer and utility and any service connection charges; and all other charges that must be paid. Buyer and Buyer's agents, representatives, consultants, architects and engineers shall have the right, from time to time during and after the feasibility contingency, to enter onto the Property and to conduct any tests or studies that Buyer may need to ascertain the condition and suitability of the Property for Buyer's intended purpose. Buyer shall restore the Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf. If the Buyer does not give notice to the contrary on or before the Feasibility Contingency Expiration Date identified in Specific Term No. 15, it shall be conclusively deemed that Buyer is satisfied as to development and/or construction feasibility and cost. If Buyer gives notice this Agreement shall terminate and the Earnest Money shall be refunded to Buyer, less any unpaid costs.

Seller shall cooperate with Buyer in obtaining permits or other approvals Buyer may reasonably require for Buyer's intended use of the Property; provided that Seller shall not be required to incur any liability or expenses in doing so.

v. Subdivision. If the Property must be subdivided, Seller represents that there has been preliminary plat approval for the Property and this Agreement is conditioned on the recording of the final plat containing the Property on or before the date specified in Specific Term No. 14. If the final plat is not recorded by such date, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

w. Information Verification Period. Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

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

ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated _____ 1
between _____ ("Buyer") 2
and _____ ("Seller") 3
concerning _____ (the "Property"). 4

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS:

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ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged.

Initials: BUYER: _____ Date: _____ SELLER: _____ Date: _____
BUYER: _____ Date: _____ SELLER: _____ Date: _____

EX A LEGAL DESCRIPTION OF THE PROPERTY

The Parties agree that Escrow shall update the Legal Description of the Property and this Ex. A upon recording of the plat for the Felida Overlook Subdivision.

Lot ___ of the Felida Overlook Subdivision Plat, preliminarily approved in Clark County, Washington under PLD 2018-00039, which is a portion of Tax Lot 112 (Clark County Assessor Serial No. 188304000), legally described as follows:

A tract of land in located in a portion of the Christian Powley Donation Land Claim in Northwest and Southwest quarter of the Northeast quarter, and the Northeast and Southeast quarter of the Northwest quarter of Section 32, Township 3 North, Range 1 East, Willamette Meridian, Clark County, Washington, more particularly described as follows:

Beginning at the Northwest corner of the Northeast quarter said Section 32; Thence South 88°28'25" East, along the north line of said Section 32, for a distance of 787.64 feet to the intersection of the east line of the Cristian Powley Donation Land Claim; Thence South 01°45'57" West, for a distance of 0.40 feet to an angle point in said east line of the Christian Powley Donation Land Claim; Thence South 01°37'11" West, along said East line of the Christian Powley Donation Land Claim for a distance of 998.23 feet to the TRUE POINT OF BEGINNING;

Thence South 01°37'11" West, along said East line of the Christian Powley Donation Land Claim for a distance of 165.54 feet to an angle point; Thence South 01°40'39" West, for a distance of 175.26 feet; Thence leaving said east line of the Christian Powley Donation Land Claim, North 88°26'09" West, for a distance of 5.00 feet; Thence South 01°40'39" West, for a distance of 30.15 feet; Thence North 89°35'43" West, for a distance of 396.64 feet; Thence South 01°37'17" West, for a distance of 237.59 feet; Thence South 89°36'23" East, for a distance of 5.13 feet to the northwest corner of "West Moor-1", according to the plat thereof recorded in Book 310 of Plats, at Page 601, records of Clark County, Washington; Thence South 01°36'07" West, for a distance of 159.49 feet to the northeast corner of that certain Short Plat recorded in Book 1 of Short Plats, at Page 104, records of Clark County, Washington;

Thence North 75°45'28" West, along the north line of said Short Plat for a distance of 246.86 feet to the southeast corner of Lot 1 of that certain Short Plat recorded in Book 1 of Short Plats, at Page 250, records of Clark County, Washington; Thence North 05°37'59" East, for a distance of 250.24 feet; Thence along the arc of a 650.00 foot radius curve to the left, for an arc distance of 40.00 feet, the radius of which bears North 84°22'01" West, through a central angle of 03°31'32", the long chord of which bears North 03°52'13" East, for a chord distance of 39.99 feet to the northeast corner of said Lot 1; Thence along the north line of said Short Plat recorded in Book 1, at Page 250, North 87°36'01" West, for a distance of 400.03 feet to the northwest corner of said Short Plat;

Thence North 81°16'37" West, for a distance of 93.39 feet; Thence along the arc of a 40.00 foot radius non-tangent curve to the left, for an arc distance of 67.93 feet, the radius of which bears North 81°16'37" West, through a central angle of 97°18'02", the long chord of which bears North 39°55'37" West, for a chord distance of 60.06 feet; Thence North 01°25'22" East, for a distance of 200.37 feet, to a point on the south line of "Horizon West Phase 2", according to the plat thereof, recorded in Book 311 of Plats, at Page 094, records of Clark County, Washington;

Thence South 88°37'37" East, along said south line, for a distance of 47.97 feet; Thence along the arc 206.68 foot radius non-tangent curve to the right, for an arc distance of 48.69 feet, the radius of which bears South 17°52'40" West, through a central angle of 13°29'49", the long chord of which bears South 65°22'26" East, for a chord distance of 48.57 feet; Thence along the arc 206.68 foot radius reverse curve to the left, for an arc distance of 105.65 feet, the radius of which bears North 31°22'29" East, through a central angle of 29°17'14", the long chord of which bears South 73°16'08" East, for a chord distance of 104.50 feet; Thence North 01°37'11" East, to and along the east line of "Horizon West Phase 2", according to the Plat thereof, recorded in Book 311 of Plats, at Page 94, records of Clark County, Washington, for a distance of 526.85 feet;

Thence South 88°37'37" East, for a distance of 504.02 feet; Thence South 01°37'11" West, for a distance of 90.34 feet, to the centerline of a stream; Thence along said centerline, South 64°39'44" East, for a distance of 23.91 feet; Thence South 56°11'48" East, for a distance of 178.51 feet; Thence South 55°16'45" East, for a distance of 83.50 feet; Thence South 80°34'01" East, for a distance of 57.99 feet; Thence South 64°37'39" East, for a distance of 112.65 feet; Thence South 68°09'45" East, for a distance of 53.82 feet to the TRUE POINT OF BEGINNING.

Containing 16.25 acres, more or less. Together with and subject to easements, reservations, covenants and restrictions apparent or of record.

EARNEST MONEY PROMISSORY NOTE

\$ _____, Washington 1

FOR VALUE RECEIVED, _____ ("Buyer") 2

agree(s) to pay to the order of _____ (Selling Firm or Closing Agent) 3

the sum of _____ Dollars 4

(\$ _____), as follows: 5

within 3 days following mutual acceptance of the Purchase and Sale Agreement. 6

* _____ . 7

This Note is evidence of the obligation to pay Earnest Money under a real estate Purchase and 8

Sale Agreement between the Buyer and _____ ("Seller") 9

dated _____. Buyer's failure to pay the Earnest Money 10

strictly as above shall constitute default on said Purchase and Sale Agreement as well as on this Note. 11

If this Note shall be placed in the hands of an attorney for collection, or if suit shall be brought to collect 12

any of the balance due on this Note, the Buyer promises to pay reasonable attorneys' fees, and all 13

court and collection costs. 14

Date: _____ 15

BUYER _____ 16

BUYER _____ 17

* "On closing" or similar language is not recommended. Use a definite date. 18

AGENCY DISCLOSURE

Washington State law requires real estate brokers to disclose to all parties to whom the broker renders real estate brokerage services whether the broker represents the seller (or lessor), the buyer (or lessee), both the seller/lessor and buyer/lessee, or neither. 1
2
3

This form is for use when the transaction forms **do not** otherwise contain an agency disclosure provision. 4

THE UNDERSIGNED BROKER REPRESENTS: _____ 5

**THE UNDERSIGNED BUYER / LESSEE OR SELLER / LESSOR ACKNOWLEDGES RECEIPT
OF A COPY OF THE PAMPHLET ENTITLED "THE LAW OF REAL ESTATE AGENCY"** 6
7

Signature DATE _____ 8

Signature DATE _____ 9

Signature DATE _____ 10

Signature DATE _____ 11

BROKER _____ 12
Print/Type

BROKER'S SIGNATURE _____ 13

FIRM NAME AS LICENSED _____ 14
Print/Type

FIRM'S ASSUMED NAME (if applicable) _____ 15
Print/Type

**SELLER DISCLOSURE STATEMENT
 UNIMPROVED PROPERTY**

(Continued)

	YES	NO	DON'T KNOW	N/A	
*F. Are there any written agreements for joint maintenance of an easement or right of way?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	52
*G. Is there any study, survey project, or notice that would adversely affect the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	53
*H. Are there any pending or existing assessments against the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	54
*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that affect future construction or remodeling?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	55 56
*J. Is there a boundary survey for the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	57
*K. Are there any covenants, conditions, or restrictions recorded against title to the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	58
PLEASE NOTE: Covenants, conditions, and restrictions which purport to forbid or restrict the conveyance, encumbrance, occupancy, or lease of real property to individuals based on race, creed, color, sex, national origin, familial status, or disability are void, unenforceable, and illegal. RCW 49.60.224.					59 60 61 62
2. WATER					63
A. Household Water					64
(1) Does the property have potable water supply?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	65
(2) If yes, the source of water for the property is: <input type="checkbox"/> Private or publicly owned water system					66
<input type="checkbox"/> Private well serving only the property <input type="checkbox"/> Other water system					67
*If shared, are there any written agreements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	68
*(3) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	69 70
*(4) Are there any problems or repairs needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	71
(5) Is there a connection or hook-up charge payable before the property can be connected to the water main?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	72 73
(6) Have you obtained a certificate of water availability from the water purveyor serving the property? (If yes, please attach a copy.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	74 75
(7) Is there a water right permit, certificate, or claim associated with household water supply for the property? (If yes, please attach a copy.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	76 77
(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	78 79
*(b) If yes, has all or any portion of the water right not been used for five or more successive years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	80 81
(c) If no or don't know, is the water withdrawn from the water source less than 5,000 gallons a day?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	82 83
*(8) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	84
B. Irrigation Water					85
(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? (If yes, please attach a copy.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	86 87
(a) If yes, has all or any portion of the water right not been used for five or more successive years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	88 89
(b) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	90 91

**SELLER DISCLOSURE STATEMENT
 UNIMPROVED PROPERTY**

(Continued)

	YES	NO	DON'T KNOW	N/A	
					92
					93
* (2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	94
If so, please identify the entity that supplies irrigation water to the property:					95
_____					96
					97
C. Outdoor Sprinkler System					
(1) Is there an outdoor sprinkler system for the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	98
* (2) If yes, are there any defects in the system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	99
* (3) If yes, is the sprinkler system connected to irrigation water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	100
 3. SEWER/SEPTIC SYSTEM					101
A. The property is served by:					102
<input type="checkbox"/> Public sewer system					103
<input type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts)					104
<input type="checkbox"/> Other disposal system					105
Please describe: _____					106
B. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	107
					108
C. If the property is connected to an on-site sewage system:					109
* (1) Was a permit issued for its construction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	110
* (2) Was it approved by the local health department or district following its construction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	111
(3) Is the septic system a pressurized system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	112
(4) Is the septic system a gravity system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	113
* (5) Have there been any changes or repairs to the on-site sewage system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	114
(6) Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	115
If no, please explain: _____					116
					117
* (7) Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	118
					119
 4. ELECTRICAL/GAS					120
A. Is the property served by natural gas?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	121
B. Is there a connection charge for gas?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	122
C. Is the property served by electricity?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	123
D. Is there a connection charge for electricity?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	124
*E. Are there any electrical problems on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	125
 5. FLOODING					126
A. Is the property located in a government designated flood zone or floodplain?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	127

**SELLER DISCLOSURE STATEMENT
 UNIMPROVED PROPERTY**

(Continued)

	YES	NO	DON'T KNOW	N/A	
6. SOIL STABILITY					128
*A. Are there any settlement, earth movement, slides, or similar soil problems on the property?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	129
					130
7. ENVIRONMENTAL					131
*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	132
					133
*B. Does any part of the property contain fill dirt, waste, or other fill material?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	134
*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	135
					136
D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	137
*E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	138
					139
					140
*F. Has the property been used for commercial or industrial purposes?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	141
*G. Is there any soil or groundwater contamination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	142
*H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	143
					144
*I. Has the property been used as a legal or illegal dumping site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	145
*J. Has the property been used as an illegal drug manufacturing site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	146
*K. Are there any radio towers that cause interference with cellular telephone reception?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	147
8. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS					148
A. Is there a homeowners' association?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	149
Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, financial policies, and other information that is not publicly available: <u>Felida Overlook Homeowners Association</u>					150
					151
					152
B. Are there regular periodic assessments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	153
\$ _____ per <input type="checkbox"/> month <input type="checkbox"/> year					154
<input type="checkbox"/> Other: _____					155
One time working capital contribution, estimated to be \$150-200.					
*C. Are there any pending special assessments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	156
*D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	157
					158
					159
9. OTHER FACTS					160
*A. Are there any disagreements, disputes, encroachments, or legal actions concerning the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	161
*B. Does the property have any plants or wildlife that are designated as species of concern, or listed as threatened or endangered by the government?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	162
					163

**SELLER DISCLOSURE STATEMENT
 UNIMPROVED PROPERTY**

(Continued)

	YES	NO	DON'T KNOW	N/A	
*C. Is the property classified or designated as forest land or open space?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	164 165
D. Do you have a forest management plan? If yes, attach.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	167
*E. Have any development-related permit applications been submitted to any government agencies?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	168
If the answer to E is "yes," what is the status or outcome of those applications?					169
_____					170
F. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	171 172
10. FULL DISCLOSURE BY SELLERS					173
A. Other conditions or defects:					174
*Are there any other existing material defects affecting the property that a prospective buyer should know about?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	175 176
B. Verification					177
The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licensees harmless from and against any and all claims that the above information is inaccurate. Seller authorizes real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.					178 179 180 181
_____ Seller _____ Date _____ Seller _____ Date					182 183

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

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**SELLER DISCLOSURE STATEMENT
UNIMPROVED PROPERTY**

(Continued)

II. NOTICES TO THE BUYER	211
1. SEX OFFENDER REGISTRATION	212
INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.	213 214 215
2. PROXIMITY TO FARMING/WORKING FOREST	216
THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN CLOSE PROXIMITY TO A FARM OR WORKING FOREST. THE OPERATION OF A FARM OR WORKING FOREST INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES OR FOREST PRACTICES, WHICH ARE PROTECTED UNDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT.	217 218 219 220
3. OIL TANK INSURANCE	221
THIS NOTICE IS TO INFORM YOU THAT IF THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE UTILIZES AN OIL TANK FOR HEATING PURPOSES, NO COST INSURANCE MAY BE AVAILABLE FROM THE POLLUTION LIABILITY INSURANCE AGENCY.	222 223 224
III. BUYER'S ACKNOWLEDGEMENT	225
1. BUYER HEREBY ACKNOWLEDGES THAT:	226
A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.	227 228
B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.	229 230
C. Buyer acknowledges that, pursuant to RCW 64.06.050 (2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.	231 232
D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.	233
E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).	234 235
DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.	236 237 238 239 240 241
BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.	242 243 244
_____ Buyer _____ Date _____ Buyer _____ Date	245 246
2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER	247
Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure.	248 249
_____ Buyer _____ Date _____ Buyer _____ Date	250 251
3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT	252
Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive the receipt of the "Environmental" section of the Seller Disclosure Statement.	253 254 255
_____ Buyer _____ Date _____ Buyer _____ Date	256 257
SELLER'S INITIALS _____ Date _____ SELLER'S INITIALS _____ Date	

PUBLIC OFFERING STATEMENT

For

FELIDA OVERLOOK

Date: January 31, 2020

RIGHT TO CANCEL

YOU ARE ENTITLED TO RECEIVE A COPY OF THIS PUBLIC OFFERING STATEMENT AND ALL MATERIAL AMENDMENTS TO THIS PUBLIC OFFERING STATEMENT BEFORE CONVEYANCE OF YOUR UNIT. UNDER RCW 64.90.635, YOU HAVE THE RIGHT TO CANCEL YOUR CONTRACT FOR THE PURCHASE OF YOUR UNIT WITHIN SEVEN (7) DAYS AFTER FIRST RECEIVING THIS PUBLIC OFFERING STATEMENT. IF THIS PUBLIC OFFERING STATEMENT IS FIRST PROVIDED TO YOU MORE THAN SEVEN (7) DAYS BEFORE YOU SIGN YOUR CONTRACT FOR THE PURCHASE OF YOUR UNIT, YOU HAVE NO RIGHT TO CANCEL YOUR CONTRACT. IF THIS PUBLIC OFFERING STATEMENT IS FIRST PROVIDED TO YOU SEVEN (7) DAYS OR LESS BEFORE YOU SIGN YOUR CONTRACT FOR THE PURCHASE OF YOUR UNIT, YOU HAVE THE RIGHT TO CANCEL, BEFORE CONVEYANCE OF THE UNIT, THE EXECUTED CONTRACT BY DELIVERING, NO LATER THAN THE SEVENTH DAY AFTER FIRST RECEIVING THIS PUBLIC OFFERING STATEMENT, A NOTICE OF CANCELLATION PURSUANT TO THE THIRD PARAGRAPH OF THIS RIGHT TO CANCEL NOTICE. IF THIS PUBLIC OFFERING STATEMENT IS FIRST PROVIDED TO YOU LESS THAN SEVEN (7) DAYS BEFORE THE CLOSING DATE FOR THE CONVEYANCE OF YOUR UNIT, YOU MAY, BEFORE CONVEYANCE OF YOUR UNIT TO YOU, EXTEND THE CLOSING DATE TO A DATE NOT MORE THAN SEVEN (7) DAYS AFTER YOU FIRST RECEIVED THIS PUBLIC OFFERING STATEMENT, SO THAT YOU MAY HAVE SEVEN (7) DAYS TO CANCEL YOUR CONTRACT FOR THE PURCHASE OF YOUR UNIT.

YOU HAVE NO RIGHT TO CANCEL YOUR CONTRACT UPON RECEIPT OF AN AMENDMENT TO THIS PUBLIC OFFERING STATEMENT; HOWEVER, THIS DOES NOT ELIMINATE ANY RIGHT TO RESCIND YOUR CONTRACT, DUE TO THE DISCLOSURE OF THE INFORMATION IN THE AMENDMENT, THAT IS OTHERWISE AVAILABLE TO YOU UNDER GENERALLY APPLICABLE CONTRACT LAW.

IF YOU ELECT TO CANCEL YOUR CONTRACT PURSUANT TO THIS NOTICE, YOU MAY DO SO BY HAND-DELIVERING NOTICE OF CANCELLATION, OR BY MAILING NOTICE OF CANCELLATION BY PREPAID UNITED STATES MAIL, TO THE SELLER AT THE ADDRESS SET FORTH IN PARAGRAPH A OF THIS PUBLIC OFFERING STATEMENT OR AT THE ADDRESS OF THE SELLER'S REGISTERED AGENT FOR SERVICE OF PROCESS. THE DATE OF SUCH NOTICE IS THE DATE OF RECEIPT, IF HAND - DELIVERED, OR THE DATE OF DEPOSIT IN THE UNITED STATES MAIL, IF MAILED. CANCELLATION IS WITHOUT PENALTY, AND ALL

PAYMENTS MADE TO THE SELLER BY YOU BEFORE CANCELLATION MUST BE REFUNDED PROMPTLY.

OTHER DOCUMENTS CREATING BINDING LEGAL OBLIGATIONS

THIS PUBLIC OFFERING STATEMENT IS A SUMMARY OF SOME OF THE SIGNIFICANT ASPECTS OF PURCHASING A UNIT IN THIS COMMON INTEREST COMMUNITY. THE GOVERNING DOCUMENTS AND THE PURCHASE AGREEMENT ARE COMPLEX, CONTAIN OTHER IMPORTANT INFORMATION, AND CREATE BINDING LEGAL OBLIGATIONS. YOU SHOULD CONSIDER SEEKING THE ASSISTANCE OF LEGAL COUNSEL.

OTHER REPRESENTATIONS

YOU MAY NOT RELY ON ANY STATEMENT, PROMISE, MODEL, DEPICTION, OR DESCRIPTION UNLESS IT IS (1) CONTAINED IN THE PUBLIC OFFERING STATEMENT DELIVERED TO YOU OR (2) MADE IN WRITING SIGNED BY THE DECLARANT OR DEALER OR THE DECLARANT'S OR DEALER'S AGENT IDENTIFIED IN THE PUBLIC OFFERING STATEMENT. A STATEMENT OF OPINION, OR A COMMENDATION OF THE REAL ESTATE, ITS QUALITY, OR ITS VALUE, DOES NOT CREATE A WARRANTY, AND A STATEMENT, PROMISE, MODEL, DEPICTION, OR DESCRIPTION DOES NOT CREATE A WARRANTY IF IT DISCLOSES THAT IT IS ONLY PROPOSED, IS NOT REPRESENTATIVE, OR IS SUBJECT TO CHANGE.

MODEL UNITS

MODEL UNITS ARE INTENDED TO PROVIDE YOU WITH A GENERAL IDEA OF WHAT A FINISHED UNIT MIGHT LOOK LIKE. UNITS BEING OFFERED FOR SALE MAY VARY FROM THE MODEL UNIT IN TERMS OF FLOOR PLAN, FIXTURES, FINISHES, AND EQUIPMENT. YOU ARE ADVISED TO OBTAIN SPECIFIC INFORMATION ABOUT THE UNIT YOU ARE CONSIDERING PURCHASING.

RESERVE STUDY

THE ASSOCIATION DOES HAVE A CURRENT RESERVE STUDY. ANY RESERVE STUDY SHOULD BE REVIEWED CAREFULLY. IT MAY NOT INCLUDE ALL RESERVE COMPONENTS THAT WILL REQUIRE MAJOR MAINTENANCE, REPAIR, OR REPLACEMENT IN FUTURE YEARS, AND MAY NOT INCLUDE REGULAR CONTRIBUTIONS TO A RESERVE ACCOUNT FOR THE COST OF SUCH MAINTENANCE, REPAIR, OR REPLACEMENT. YOU MAY ENCOUNTER CERTAIN RISKS, INCLUDING BEING REQUIRED TO PAY AS A SPECIAL ASSESSMENT YOUR SHARE OF EXPENSES FOR THE COST OF MAJOR MAINTENANCE, REPAIR, OR REPLACEMENT OF A RESERVE COMPONENT, AS A RESULT OF THE FAILURE TO: (1) HAVE A CURRENT RESERVE STUDY OR FULLY FUNDED RESERVES, (2)

INCLUDE A COMPONENT IN A RESERVE STUDY, OR (3) PROVIDE ANY OR SUFFICIENT CONTRIBUTIONS TO A RESERVE ACCOUNT FOR COMPONENT.

DEPOSITS AND PAYMENTS

ONLY EARNEST MONEY AND RESERVATION DEPOSITS ARE REQUIRED TO BE PLACED IN AN ESCROW OR TRUST ACCOUNT. ANY OTHER PAYMENTS YOU MAKE TO THE SELLER OF A UNIT ARE AT RISK AND MAY BE LOST IF THE SELLER DEFAULTS.

CONSTRUCTION DEFECT CLAIMS

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 (45) 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.

ASSOCIATION INSURANCE

THE EXTENT TO WHICH THE ASSOCIATION'S INSURANCE PROVIDES COVERAGE FOR THE BENEFIT OF UNIT OWNERS (INCLUDING FURNISHINGS, FIXTURES, AND EQUIPMENT IN A UNIT) IS DETERMINED BY THE PROVISIONS OF THE DECLARATION AND THE ASSOCIATION'S INSURANCE POLICY, WHICH MAY BE MODIFIED FROM TIME TO TIME. YOU AND YOUR PERSONAL INSURANCE AGENT SHOULD READ THE DECLARATION AND THE ASSOCIATION'S POLICY PRIOR TO CLOSING TO DETERMINE WHAT INSURANCE IS REQUIRED OF THE ASSOCIATION AND UNIT OWNERS, UNIT OWNERS' RIGHTS AND DUTIES, WHAT IS AND IS NOT COVERED BY THE ASSOCIATION'S POLICY, AND WHAT ADDITIONAL INSURANCE YOU SHOULD OBTAIN.

QUALIFIED WARRANTY

YOUR UNIT IS NOT COVERED BY A QUALIFIED WARRANTY UNDER CHAPTER 64.35 RCW.

SPECIFIC INFORMATION

A. Name and address of the declarant:

- a. FG Investments, LLC and/or assigns; 800 NE Tenney Road #110-348, Vancouver, WA 98685.

B. Name and address of the management company of the homeowner's association:

- a. Blue Mountain Community Management, Inc. 14205 SE 36th St. Suite 100, Bellevue, WA 98006.

C. Relationship of the management company to the declarant, if any:

- a. Contractual.

D. Name and address of the common interest community:

- a. Felida Overlook, NW 115th Street and NW 38th Avenue, Vancouver, WA 98685.

E. Nature of the common interest community:

- a. Plat community.

F. Five most recent common interest communities completed by the declarant or an affiliate of the declarant within the past five years:

- a. The Landing at Salmon Creek Subdivision; Meadows at 58th St. Subdivision; Sequoia Park Subdivision; Klautt Estates; Orchards Rowhomes Subdivision; Whipple Creek Subdivision; Fisher's View Subdivision.

G. Nature of the interest being offered for sale:

- a. Fee Simple.

H. General description of the common interest community:

- a. The Community consists of forty-five (45) attached and detached single family homes located in the Felida area of Clark County, Washington. There are no common amenities that will be built. Completion of the final single-family residence is approximately expected to be in 2020-2021. The subdivision is governed by Felida Overlook Homeowners Association.

I. Status of construction of the units and common elements:

- a. Under construction.

J. Number of existing units in the community:

- a. 0.

K. Principal common amenities in the community, and those that will be, or may be added to the community:

- a. None.

L. Limited common elements that may be allocated to the units offered for sale:

- a. None.

M. Rights of non-unit owners to use any of the common elements:

- a. None.

N. Real property not in the community that unit owners have a right to use:

- a. None.

O. Services provided by the declarant that are not in the community budget:

- a. None.

P. Estimated assessment or payment, if any, which must be paid at closing:

- a. Estimated monthly assessment of \$73.00, and \$84.17 for Lots 8-20, plus working capital fund contribution of \$146.00 and \$168.34 for Lots 8-20 and title transfer fee paid to Blue Mountain Community Management. Your Escrow officer will have final number. Under RCW 64.90.480(1)(b), the declarant may delay the commencement of assessment for some or all common expenses or specially allocated expenses, in which event the declarant must pay all of the common expenses or specially allocated expenses that have been delayed. This possible delay will result in a lower monthly assessment until the declarant ceases exercising its rights under RCW 64.90.480(1)(b) to delay some or all of the common expenses or specially allocated expenses.

Q. Liens or encumbrances that will remain on the common elements after closing:

- a. None.

R. Express construction warranties to be provided to the buyer:

- a. Express warranties may be found in “2-10 Home Buyer’s Warranty” a copy of which has been provided.

S. Availability of qualified warranty:

- a. Not applicable.

T. Building enclosure design and inspection:

- a. Not applicable.

U. Unsatisfied judgments or pending suits against the Association; pending suits material to the community of which the declarant has actual knowledge;

- a. None.

V. Litigation brought by an owner's association, unit owner or governmental entity against the declarant or any affiliate arising out of the construction, sale or administration of any common interest community within the previous five years:

- a. None.

W. Restrictions on use or occupancy; rental restrictions; rights of first refusal; resale restrictions:

- a. Use, and occupancy of Units is limited to residential, home office or home businesses that do not create traffic or parking problems.
- b. There are Design Guidelines for homes constructed or altered in the community. Please see the attached rules.
- c. Rental and leasing are not permitted for period of less than thirty (30) days. Tenants are subject to the Declaration, and Rules and Regulations of the Association. See Section 8.17 of the Declaration, attached as Exhibit A, for more detail on rental restrictions and procedures.
- d. There are no rights of first refusal or restriction on how much a unit may be sold or amount in which an Owner may receive after a completed sale.

X. Insurance coverage provided for the benefit of unit owners:

- a. Each Owner is an insured Person under Felida Overlook Homeowners Association policy with respect to liability arising out of the Owner's membership in the Association or interest in the Common Elements. This insurance does not include insurance for the individual Owners' individual Units.

Y. Current or expected fees for the use of any common elements or facilities, or to any other association, which are not included in the common expenses:

- a. None.

Z. Bonds or third-party assurances that the improvements will be built:

- a. Not applicable.

AA. Cooperative: availability of tax pass-through:

- a. Not applicable.
- BB. Cooperative: effect of Association's failure to pay taxes or secured debt:**
 - a. Not applicable.
- CC. Leasehold community: information about master lease:**
 - a. Not applicable.
- DD. Reserve study:**
 - a. A copy of the Reserve Study is attached and to obtain a replacement copy contact Blue Mountain Property Management. The Reserve Study was prepared in accordance with RCW 64.90.545, 64.90.550 and the Governing Documents. The Reserve Study provides two funding projections: (1) the Threshold Method Projection, and (2) the Fully-Funded Projection. The Threshold Method Projection starts with a balance of \$0.00 and has an annual contribution of \$4,590.00. The annual contribution increases 3.3% each year for the remaining years of the Reserve Study. A minimum balance of \$10,000.00 is maintained throughout the life of the Reserve Study. For more detailed information on the Reserve Study.
- EE. Cost -sharing arrangements with other associations or persons:**
 - a. Not applicable.
- FF. Estimated current common expense liability for the units being offered for sale:**
 - a. \$73.00/month and \$84.17/month for Lots 8-20month.
- GG. Assessments, fees or charges known to the declarant and which may constitute a lien in favor of a governmental agency against a unit or the common elements if not paid:**
 - a. None.
- HH. Portions of the community (other than units) that a unit owner must maintain:**
 - a. Each Owner is also responsible for maintenance, repair and replacement for the portion of any utility or other facility, including any shared driveways located on or serving that Owner's Lot.
 - b. Each Owner (a) shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heaters, air-conditioning units, fans and heating

equipment which serve the Owner's Unit, and (b) shall keep all porches, patios, decks and yards in a neat, clean and attractive condition, consistent with the Community-Wide Standard.

II. Restrictions on timesharing:

- a. Timesharing is not allowed.

JJ. Special declarant rights reserved to the declarant; termination dates; recorded transfers of special declarant rights: Unless otherwise provided herein, all of Special Declarant Rights (including those of any successor Declarant) shall continue until the expiration of the Declarant Control Period, unless otherwise stated.

- a. Prior to the expiration of the Declarant Control Period, the Association will be governed by the interim Board of Directors, consisting of three to five Board members, appointed by the Declarant from time to time as provided in the Declaration and Bylaws. Declarant reserves the right to appoint the interim Board throughout the period of Declarant Control, subject to the limitations of the Act or this Declaration.
- b. Declarant reserves for itself and any successor Declarant the right to complete improvements described on the Map, in the Declaration or the Public Offering Statement; create the Community and undertake sales activities, including establishing and maintaining sales offices, management offices, and models in Houses or on Common Elements in the CIC; and maintaining signs in or on Lots owned by Declarant or the Common Elements advertising the CIC and models, all in conjunction with the easements granted pursuant this Declaration. The right to create and undertake sales activities shall expire when the declarant no longer owns a Lot or has a right to create a Lot.
- c. Declarant reserves the right for itself and any successor Declarant the right to promptly remove any model unit(s). This right shall expire 120 days after the expiration of the rights granted in Section 13.4.2.
- d. Declarant reserves for itself and any successor Declarant to exercise any and all Development Rights described in the Declaration, Map or Public Offering Statement.

- e. Declarant, in Declarant's sole discretion, reserves the right to itself and any successor Declarant the right to control any construction, design review, aesthetic standards committee or process, or DRC.
- f. Declarant reserves for itself and any successor Declarant the right to not be subject to the restrictions of Article 9 as to any Lot owned by Declarant.
- g. Declarant hereby reserves for itself and any successor Declarant the right to convey Common Elements and Limited Common Elements. In addition, Declarant or any successor Declarant may acquire, hold title to, encumber, lease and convey, with or without consideration, real and personal property and interest therein, including but not limited to easements across all or any portion of the Common Element or a Limited Common Element, and may accept any real or personal property, leasehold or other property interests in the Property as may be reasonably necessary for development of the Community. Notwithstanding the foregoing Special Declarant Rights, after a Lot is conveyed to an Owner other than Declarant, no such conveyance or encumbrance may hinder an Owner's rights of use of any such Common Element or Limited Common Element.
- h. Declarant reserves for itself and any successor Declarant the right to designate certain portions of the Common Elements as Limited Common Elements reserved for the exclusive use or primary benefit of Owners and Occupants of specified Lots. By way of illustration and not limitation, Limited Common Elements may include parking spaces or shared driveways serving certain Lots. All costs associated with maintenance, repair, replacement, and insurance of a Limited Common Element shall be allocated pro-rata among the Owners of Lots to which the Limited Common Elements are assigned. The Declarant may designate Limited Common Elements as such in the instrument by which they are conveyed to the Association, on the subdivision plat relating to such Common Element, or in a Supplemental Declaration; provided, however, any such assignment shall not preclude Declarant from assigning use of the same Limited Common Element to additional Lots during the Declarant Control Period. The Association may designate a portion of the Common Elements as

Limited Common Element and may re-assign Limited Common Element to other Lots upon (i) approval of the Board and (ii) the vote of a majority of the Lots to which any such Limited Common Elements are assigned. Any such assignment or reassignment shall also require Declarant's written consent during the Declarant Control Period. The Declarant's right to assign Limited Common Elements shall expire on the date that Special Declarant Rights expire.

- i. Declarant hereby reserves to itself the right to use Easements through the Common Elements, and to use those easements described in Article 10, for the purpose of making improvements within the CIC or within real estate that may be added to the CIC. This right shall expire when the Declarant no longer owns any Lots.
- j. Declarant reserves the right to itself and any successor Declarant to consolidate any two or more Lots then owned by it upon receipt of any required approvals from the local municipality, and as allowed under Washington law. No other Owner may consolidate any Lots without the prior written approval of the Declarant prior to the expiration of the Declarant Control Period and thereafter by the Board of Directors, which may be granted or denied at the sole discretion of the Declarant or the Board, as applicable. Any approved consolidation shall be affected by the recording of an amendment to this Declaration stating that the affected Lots are consolidated, which amendment shall be executed by the Owner(s) of the affected Lots and by the president of the Association. Any Lots consolidated pursuant to this Section shall be considered one Lot thereafter for the purposes of this Declaration, including voting rights and allocation of Assessments. This right shall expire when the Declarant no longer owns any Lots.
- k. Declarant reserves to itself and any successor Declarant the right, to the extent allowed under Washington law, to subdivide any Lots then owned by it upon receiving all required approvals from the local municipality. In the event any two or more Lots are so subdivided, they shall be deemed separate Lots for the purposes of allocating Voting Rights and Assessments under this Declaration. No other Owner of any Lot in the Property may subdivide any Lot without the

prior written approval of the Declarant prior to the expiration of the Declarant Control Period and thereafter by the Board of Directors, which consent may be granted or denied at the sole discretion of the Declarant or the Board, as allowed by Washington law. This right shall expire when the Declarant no longer owns any Lots.

- l. As allowed by Washington law, Property may be withdrawn from the CIC by duly adopted amendment to this Declaration, except that Declarant reserves to itself and any successor Declarant the right to withdraw all or a portion of the Property, subject to the prior approval of the local municipality. Such withdrawal shall be by an amendment executed by Declarant and recorded in the deed records of Clark County, Washington. If a portion of the Property is withdrawn, all voting rights otherwise allocated to Lots being withdrawn shall be eliminated, and the Voting Rights and the Common Expenses shall be reallocated among the remaining Lots on a prorata basis among the Owners. Such right of withdrawal shall not expire except upon sale of the first Lot within the applicable phase of the Property as described above.
- m. The Declarant reserves to itself and any successor Declarant the right to grant easements over, across, and through the Common Elements, Limited Common Elements, Shared Driveways and Driveways of the Community for the benefit of the Declarant and its successors and assigns as present and future Owners of any Withdrawable Property, (a) for ingress to and egress over the roadways and parking lots and sidewalks of the Community, (b) to have access to and to tie into and use any water, sanitary sewer, storm sewer, electricity, gas, telephone, cable, television, or other utility facilities now or hereafter established in the Community, and (c) the right to use the mail kiosk and the trash facilities located on such properties. The easements reserved hereby shall not be exercised in a manner that will overload or materially impair the use and enjoyment of the roadways, pathways, and utilities by Owners or the present and future Owners of any Development Rights. This right shall expire when the Declarant no longer owns any Lots.

- n. Notwithstanding any provision apparently to the contrary, Declarant is not obligated to build any improvements described herein. Declarant hereby reserves the right to build any improvement(s) not described in the Declaration as may reasonably be needed for the development of the Property, including, without limitation, improvements to the Common Area and construction of improvements in reserved easements, as may be needed for use of the Lots for construction of single-family residences.
- o. Until any particular Declarant right has expired, Declarant may transfer all or any portion of that right to any Person all or any portion of the Property. Any transfer must be memorialized in an instrument executed by the Declarant, or the Declarant's successor, and the transferee and recorded in the county where the Community is located. This right shall expire when the Declarant no longer owns any Lots.
- p. Declarant reserves to itself and any successor Declarant the right to attend meetings of the Owners and, except during an executive session, the Board, so long as Declarant's Special Rights remain.
- q. Declarant reserves to itself and any successor Declarant the right to have access to the records of the Association to the same extent as an Owner.
- r. Declarant reserves the right to delay the commencement of Assessment for some or all Common Expenses or Specially Allocated Expenses, in which event Declarant must pay all of the Common Expenses or Specially Allocated Expenses that have been delayed.

KK. Liens on real estate to be conveyed to the Association:

- a. None.

LL. Physical hazards known to the declarant that are not readily ascertainable by the buyer:

- a. None.

MM. Building code violation citations received by the declarant in connection with the community that have not been corrected:

- a. None.

NN. Information relating to conversion condominiums:

a. Not applicable.

OO. Buildings over five years old:

a. Not applicable.

PP. Age related occupancy restrictions:

a. None.

QQ. Additional information of interest:

a. Not applicable.

RR. Material differences in terms of furnishings, fixtures, finishes and equipment between unit renderings, depictions and illustrations and units being offered:

a. None.

SS. The following documents are a part of this public offering statement:

- Exhibit A Declaration - draft
- Exhibit B Map - draft
- Exhibit C Association Articles of Incorporation
- Exhibit D Association Bylaws - draft
- Exhibit E Association Budget – draft
- Exhibit F Reserve Study
- Exhibit G Association Balance Sheet
- Exhibit H Design Review Guidelines