

Curtis Lang Custom Homes, Inc.
ACCESS ADDENDUM – A

The following is part of the Purchase and Sale Agreement dated _____, 20____ between Curtis Lang Custom Homes, Inc. (Seller) and _____ (Buyer) whereas Seller will build (is building) plan # _____ on Lot # _____ Subdivision _____ as recorded in the records of King County, Washington.

Seller and Buyer agree as follows:

1. For the security of the Buyer, Buyer agrees not to enter onto premises prior to closing unless accompanied by Seller's authorized agent. In order to respect the privacy of neighboring residents, visits should be limited to the hours of 10:00 am until dusk.
2. All new construction homes are locked and become inaccessible at approximately the twelfth week of construction. In order to gain entrance, Seller's authorized agent must accompany Buyer.
3. Buyer agrees that the direction of supervision of the workers on the home, including the subcontractors, rests exclusively with the Seller. Seller understands that the Buyer may have questions regarding the construction of the home. However, Buyer agrees not to interrupt the work of the subcontractors and/or the Seller's employees with questions. Seller's Superintendents and their Subcontractors are not authorized to answer Buyer's questions. Buyer should direct any questions to Buyer's Authorized Agent for handling.
4. Buyer agrees not to perform any work or to contract with any Contractors to perform work on the home except after closing.
5. Buyer shall not enter the property unless they are prepared to take safety precautions and exercise extreme caution. BUYER UNDERSTANDS THAT ENTRY ONTO THE PROPERTY DURING THE CONSTRUCTION PHASE CAN BE DANGEROUS AND HAZARDS MAY BE PRESENT THAT ARE NOT APPARENT. BUYERS ENTRY SHALL BE SOLELY AT THEIR OWN RISK.
6. Buyer accepts all risks, known and unknown that may cause bodily injury to Buyers, Buyer's family or any other individuals accompanying Buyer. An adult must accompany children under the age of 18 at all times. By signing below, the Buyer hereby releases and waives any claims for bodily injury liability against Curtis-Lang Custom Homes, Inc., the employees, contractors, subcontractors and real estate licensees associated with the construction and sale of the subject property.
All parties visiting the site must sign this release form. Refusal to sign release form will prohibit visitation to site prior to the 'Final Occupancy' permit being issued.

CURTIS LANG CUSTOM HOMES, INC. (Contractor's License #CURTILC077NF)

Buyer

Seller

Buyer

Seller

Date

Date

Curtis Lang Custom Homes, Inc.
UPGRADE ADDENDUM – B

The following is part of the Purchase and Sale Agreement dated _____, 20____ between Curtis Lang Custom Homes, Inc. (Seller) and _____ (Buyer) whereas Seller will build (is building) plan # _____ on Lot # _____ Sub-division _____ as recorded in the records of King County, Washington.

Seller and Buyer agree as follows:

1. Buyer has the opportunity to add the cost of upgrades, changes and/or options to the purchase price of the home in the Initial Offer on the Residential Real Estate Addendum/Amendment to Purchase and Sale Agreement (Form 34)
2. Upgrades, changes and/or options requested after the initial Purchase and Sale Agreement are to be paid for in cash or check directly to the Seller upon selection. Payments for upgrades, changes and/or options are non-refundable payments and are not considered additional earnest money or down payment. Credit of these payments will be made to Buyer at closing of home. In the event payment is not received upon selection, invoice will be assessed a charge of 1.5% of the balance due or the highest amount permitted by applicable law, whichever is lower. Interest will begin the day after payment is due.
3. Buyer agrees to pay for upgrades, changes and/or options before installation and understands that upgrade prices are non-negotiable. Under no circumstance is Seller obligated to commence on upgrades, changes and/or options or order any material in connection with a requested upgrade, change and/or option before payment has been received.
4. At the time of closing, the value of the upgrades, changes and/or options will be added to the original sales price of the home. Buyer agrees that due to variable appraisal policies, the full value of the upgrades and/or changes may not be included in the appraised value of the home. In such instance, the Buyer hereby agrees to execute a waiver of low appraisal if necessary to close the transaction and shall pay any difference between the amended sales price and the appraised value.
5. All custom changes and/or upgrades submitted after initial Residential Purchase and Sale Agreement may incur a non-refundable Custom Change Fee of \$100.00 per change request. Payment of the Custom Change Fee is waived if the request is received with the initial Residential Real Estate Purchase and Sale Agreement.
6. The pricing of any upgrades, changes and/or options may include costs to the Buyer such as cost of extra design, retrofit or structural changes, estimating, supervision, rescheduling, and restocking charges, as well as the usual cost of material, labor, tax and Seller's normal mark-up.
7. The Buyer acknowledges and agrees that any upgrades, changes and/or options may cause a delay in the completion date. The Buyer is also aware that any upgrades, changes, options and/or deletions are not refundable as cash payments nor will it affect the amount Buyer will need at the time of loan closing. Some deletions may be credited towards a change or upgrade.
8. Upgrades, changes and/or options are only allowed during the allotted time as stated on the Decorator Selections portion of this addendum unless otherwise agreed in writing.

Buyer Initial/ Date

Seller Initial/Date

Buyer Initial/Date

Seller Initial/Date

Curtis Lang Custom Homes, Inc.

ADDENDUM – C

DECORATOR SELECTIONS

1. Buyer accepts decorator selections the Seller has made. Depending upon the stage of construction, Buyer may request specific selections to be changed provided that the request for such changes is submitted on the Residential Real Estate Addendum/Amendment to Purchase and Sale Agreement and accompanies the Purchase and Sale Agreement.

2. Seller reserves the rights to modify material specifications provided modifications are equal to or better than the original. Electrical, mechanical and plumbing placement as well as minor interior modifications may vary from home to home at the sole discretion of Seller.

3. TIME FRAMES FOR UPGRADES, CHANGES AND/OR OPTION SELECTIONS ARE AS FOLLOWS:

- a. PRIOR TO FOUNDATION: Windows and Doors, Plumbing if a basement plan is being used, any other Foundation or Framing modifications
- b. PRIOR TO FRAMING: Plumbing, Heating, Electrical, other Mechanical, Siding, Masonry, Exterior Paint
- c. PRIOR TO DRYWALL: Cabinetry, Millwork, Interior Finishes (paint, tile, hardwoods)
- d. PRIOR TO MILLWORK: Plumbing Fixtures, Mirrors, Shower Doors and Closet Systems

All final selections must be received 45 days prior to closing.

4. If home is a pre-sale, Buyer is to choose all hard surfaces, lighting and related fixtures from the Seller's designated standard selections and/or suppliers. Hardsurfaces in our Model Homes may be sealed or enhanced for protection and visibility of product. Natural appearance and character of the installed products may vary from that of the Model Home.

5. Buyer acknowledges and agrees that minor modifications to design of the home may be made by Seller during construction if topographical conditions of the property so dictate or as a result of changes in the Building Code. Front window and Architectural Projections may also vary with elevations and home site topography.

CONSTRUCTION COMPLETION

The Seller shall use his best efforts to complete construction of the home by _____, * this date shall be the estimated completion date. *Special Note – Any potential construction meetings will be during normal business hours. Curtis Lang Custom Homes, Inc. hours are: Monday – Friday 8:00 a.m. to 4:30 p.m. for General Office and Customer Service Calls, Monday – Friday 9:00 a.m. to 3:00 p.m. for Interior Design Consultant Appointments, Monday – Friday 7:00 a.m. to 3:30 p.m. (April 1 through September 30) and Monday – Friday 7:30 a.m. to 4:00 p.m. (October 1 through March 31) for Customer Service Repairs, and Monday – Friday 7:00 a.m. to 3:30 p.m. (April 1 through September 30) Monday – Friday 7:30 a.m. to 4:00 p.m. (October 1 through March 31) for On-site Superintendent Hours.

Buyer Initial/ Date

Seller Initial/Date

Buyer Initial/Date
Curtis Lang Custom Homes, Inc.

Seller Initial/Date

CONSTRUCTION COMPLETION (Continued)

The Seller may experience delays because of weather, strikes, material or labor shortages, custom changes requested by the Buyer or other conditions beyond the reasonable control of the Seller. The parties agree that the Seller may change the estimated completion date as is necessary to reflect delays experienced by the Seller. The Seller should not be liable to the Buyer for Seller's failure to complete construction by the estimated completion date. The issuance of a certificate of occupancy, or final inspection approval by the applicable government agency shall be conclusive evidence of the completion of construction by the Seller. Notwithstanding any other provisions in this agreement, closing shall not take place prior to completion of construction.

Buyer and Buyer's lender agree that if weather and/or ground conditions delay completion of landscaping, final grading, and/or flatwork this will not be reason to delay closing or cause a hold back. Seller warrants that as soon as weather and/or ground conditions permit; landscaping, final grading, and/or flatwork will be completed.

EXTENSION OF CLOSING DATE

If this transaction fails to close on or before the scheduled closing date, because of circumstances beyond the control of the party whose performance is delayed, closing shall be extended 30 days.

POSSESSION AND ALTERATION OF PROPERTY

Buyer may take possession of the Property after closing. Prior to closing, Buyer shall not enter the Seller's Property and make any changes, additions or alterations in the construction of the house or lot including but not limited to the installation or addition of any equipment, fixtures, wiring, appliances, decks, patios, hot tubs, pools, fencing, landscaping, or painting.

LEGAL, FINANCIAL, & TAX ADVICE IMPLICATION

Agent is not licensed to practice law and cannot give legal advice. Buyer and Seller are advised to seek independent legal or financial counsel concerning this Purchase and Sale Agreement and/or specific terms and provisions of any Note and Deed of Trust, Real Estate Contract, or any contract prepared in connection with this agreement.

AGENT REPRESENTATION

Buyer and Seller acknowledge that neither Agent's Company, nor its Agents have made any representations concerning the condition of the property, square footage, and any improvement as shown on the listing agreement and/or County records and/or any fact or preview sheet provided by the Agent, and advises Buyer to verify correct lot size and square footage to Buyer's own independent analysis and inspection of the property and its condition.

Agents Signature _____ Dated _____

Buyer Initial/ Date

Seller Initial/Date

Buyer Initial/Date
Curtis Lang Custom Homes, Inc.

Seller Initial/Date

SELLER REPRESENTATIONS

All maps, plans, landscaping, specifications, elevations, materials, features, square footage, and dimensions shown on any materials provided by Seller are approximate and/or subject to change without notice. Renderings, maps, plans, landscaping, and elevations are artistic conceptions and are not to scale. Seller makes no representations or warranties concerning the size, dimensions, features, elevations, specifications, landscaping or the like. Seller reserves the right to change any subcontractor without prior notice to Buyer.

RECOMMENDATIONS & REFERRALS

Agent may recommend or refer service providers (i.e. home inspectors, contractors, mortgage brokers). Other vendors are available, and the price and quality of services competitive. Buyer and Seller agree that Agent will not be held responsible or liable for the quality of those services.

NO VERBAL AGREEMENTS

There are no verbal representations or other agreements, which modify or affect this Agreement. THIS CONSTITUTES THE FULL UNDERSTANDING BETWEEN BUYER, SELLER AND AGENT.

TRANSFER OF AGREEMENTS

Buyer may not assign or transfer this agreement or any of Buyer's rights hereunder; and any attempted assignment or transfer shall be null and void without prior written consent from Seller.

BUYER'S WALK-THROUGH

Prior to occupancy, an authorized representative of Seller will accompany Buyer on an orientation (Walk-Through) of the home noting any items, which may require adjustment or correction. Items noted on the Walk-Through under normal circumstances will be adjusted and/or corrected within 30 (thirty) days of Walk-Through date. Buyer agrees the date of closing shall not be delayed if Seller has not completed the items identified and noted on the Walk-Through report.

NON-REFUNDABLE CONSTRUCTION DEPOSIT/EARNEST MONEY

Upon initial signing of the Purchase & Sale Agreement earnest money in the amount of 2.5% of the Sales Price or \$10,000 (Ten-Thousand Dollars), which ever is higher, is required and shall be made payable to, and held by, Residential Escrow. Upon issuance of the building permit (if Pre-Sale), the earnest money shall be transferred to a non-refundable construction deposit and dispersed directly to the Seller.

If purchase is of a pre-existing home then all parties agree that earnest money will be made payable to, and held by, Residential Escrow. If changes or upgrades are added, Residential Escrow will release the earnest money to Curtis Lang Custom Homes, Inc. as a non-refundable deposit at the time the changes and/ or upgrades occur.

CURTIS LANG CUSTOM HOMES, INC. (Contractor's License #CURTILC077NF)

Buyer Initial/ Date

Seller Initial/Date

Buyer Initial/Date
Curtis Lang Custom Homes, Inc.

Seller Initial/Date

WARRANTIES

Seller is hereby providing Homebuyer with the warranty contained in the most recent edition of the Curtis Lang Custom Homes, Inc. Homeowners Limited One-Year Warranty as of the date of the execution of this Agreement. That Booklet has been made available to the Homebuyer, and is incorporated by reference, and made a part of this purchase agreement. The warranty contained in the Curtis Lang Custom Homes, Inc. Homeowners Limited One-Year Warranty is the sole warranty provided to Homebuyer. Any other warranty, warranties, promises, guarantees or representations made by Seller or anyone else acting or claiming to act on behalf of Seller, whether express or implied, are disclaimed by Seller and waived by Homebuyer, unless otherwise prohibited by particular state law.

ARBITRATION OF DISPUTES

The Seller and Buyer hereby agree that if a dispute arises regarding the interpretation or enforcement of the Purchase and Sales Agreement, the warranty, or any matter relating to the construction of the home, said dispute shall be settled by binding arbitration. These disputes include but are not limited to: 1) any pre or post closing or construction disputes, 2) complaints, 3) unresolved warranty issues, 4) disputes as to events, representations, or omissions which predate the Purchase and Sales Agreement, 5) other action performed or to be performed by the Seller pursuant to the Purchase and Sales Agreement or the Warranty, 6) as to repairs or warranty claims arising during the term of the Warranty, and/or 7) as to the cost of repair or replacement of any defect covered by the Warranty (collectively, an "unresolved dispute"). Such arbitration shall be submitted to and governed by procedures of the Commercial Rules of the American Arbitration Association and RCW 7.04.

The arbitration process commences when the Buyer (or Arbitrator) gives the Seller written notice of your demand for Arbitration of an unresolved dispute. The dispute will be submitted to the American Arbitration Association, or such other independent arbitration service as is agreeable to Curtis Lang Custom Homes, Inc. and the Buyer within 20 days after Curtis Lang Custom Homes, Inc. has received your notice of demand for Arbitration. If you submit a demand for Arbitration, you must pay the Arbitrator's filing fee prior to the matter being referred to the Arbitrator. The Arbitrator shall have the power to award the cost of this fee to the Buyer or to split it among the parties for the Arbitration. The Arbitration shall be conducted in accordance with the Arbitrator's rules and regulations to the extent that they are not in conflict with RCW 7.04.

Either party may, within one year after an arbitration award, apply to the King County Superior Court for the State of Washington, to confirm the award. For further information regarding arbitration, rules, regulations and proceeding governing arbitration, you may go to <http://www1.leg.wa.gov/LawsAndAgencyRules>

In as much as this Agreement provides for the mandatory Arbitration of disputes, if any party commences litigation in violation of the Agreement, such party shall reimburse the other parties to the litigation for their costs and expenses including attorney's fees incurred in seeking dismissal for such litigation.

The Seller (Builder) shall have 60 days after receipt of the arbitration award in which to comply with the Arbitrator's decision. Repairs begin as soon as possible and will be completed within 60 days with the exception of any seasonal repairs or items that would reasonably take more than 60 days to complete. The Seller (Builder) will complete such repairs or replacements with diligence but without the necessity of incurring overtime or weekend expense.

CURTIS LANG CUSTOM HOMES, INC. (Contractor's License #CURTILC077NF)

Buyer Initial/ Date

Seller Initial/Date

Buyer Initial/Date
Curtis Lang Custom Homes, Inc.

Seller Initial/Date

ARBITRATION OF DISPUTES (continued)

Buyer understands and agrees that the foregoing Arbitration provision was specifically and separately negotiated, bargained for and agreed upon between the Buyer and Seller, and that the Buyer had the opportunity and right to consult their Agent and Attorney prior to signing this Agreement.

ESCROW RATE

Due to the volume of Escrow business conducted by the Seller, the Seller receives a Builder's Escrow Rate.

TITLE COMPANY

The Title Company is _____
.

PRE-QUALIFICATION LETTER

Buyer agrees to obtain a loan pre-qualification letter from _____
by ____/ ____/_____, and Closing Agent shall be Residential Escrow

HOME OWNERS' ASSOCIATION

Buyer acknowledges there __IS __IS NOT a Home Owners' Association. If there is a Home Owners' Association, Buyer understands Home Owners dues will be approximately _____ per year. Also, if there is a Home Owners' Association, Buyer acknowledges receipt of CC&R's and has 72 (seventy-two) hours to review and accept. CC&R's are considered accepted unless Buyer advises Seller in writing within 72 (seventy-two) hours of receipt of CC&R's which were provided to Buyer on _____.

WARRANTY OF BUYER'S PERSONAL BELONGINGS

Seller does not warranty nor accept any responsibility for loss, damage or theft of Buyer's personal items or belongings which have been delivered, installed or placed in the home prior to closing and/or occupancy.

FORM 17

Property disclosure statement (Form 17) is hereby waived by Buyer, as Seller does not provide one.

CURTIS LANG CUSTOM HOMES, INC. (Contractor's License #CURTILC077NF)

Buyer Initial/ Date

Seller Initial/Date

Buyer Initial/Date

Seller Initial/Date

Curtis Lang Custom Homes, Inc.

PREFERRED LENDER INCENTIVE

Seller has selected a Preferred Lender and negotiated extra closing costs for you, the Buyer. You are not required to use the Preferred Lender, but by using the lender listed below, you, the Buyer, will receive:

1. A \$500.00 (Five-Hundred Dollar) Buyer Bonus from Curtis Lang Custom Homes, Inc.
2. An additional \$1,000.00 (One-Thousand Dollar) Buyer Bonus from the Preferred Lender.
3. The Preferred Lender will accept responsibility for any bank related extension of closing date, as referred to on Page 4 of the Curtis Lang Custom Homes, Inc. Purchase and Sale Addendums.
4. A \$2,500.00 (Two-Thousand Five-Hundred Dollar) earnest money reduction from the required \$10,000.00 (Ten-Thousand Dollar) or 2- % of the Sales Price (which ever is higher) earnest money as required on page 5 of the Curtis Lang Custom Homes, Inc. Purchase and Sale Addendums.
5. If you, the Buyer chooses not to use the Preferred Lender after the earnest money is received then the earnest money reduction of \$2,500.00 (Two-Thousand Five-Hundred Dollars) will be due and payable upon application of your loan with the alternate Lender.

All Buyer Bonuses will be credited to the Buyer's closing costs at closing.

PREFERRED LENDER

Joe Lombardo

Wells Fargo Home Mortgage, Inc.

(800) 800-4660

(253) 945-1212

Office

Direct Line

SEWER CAPACITY CHARGE

All new customers who connect to sewers in Metro's service area are required to pay a sewer capacity charge. The purpose of the charge is to pay for building sewage treatment capacity to serve newly connected customers. The capacity charge ensures that all customers pay their share of the cost of capital improvements that provide them with sewage treatment service.

Customers connected to sewers in King County's service area on or after Feb. 1, 1990, are subject to the capacity charge. King County sends capacity charge bills to property owners about six months after connection to sewers. King County then bills property owners directly every six months for 15 years. King County requires single-family residential customers to pay \$34.05 a month (\$204.30 every six months) for 15 years (01/01/06).

CURTIS LANG CUSTOM HOMES, INC. (Contractor's License #CURTILC077NF)

Buyer Initial/ Date

Seller Initial/Date

Buyer Initial/Date

Seller Initial/Date

Curtis Lang Custom Homes, Inc.

PESTS

Seller takes certain precautions to avert pest infestation in and around the home. The Seller incorporates into the construction of the home Bird-blocks and other materials in order to assist in the deterrence of such pests. However, some homes built on acreage or by greenbelts may often notice larger colonies of pests due to the types of vegetation and surroundings of the property. It is the Buyer's responsibility to maintain the home and the surrounding property in order to control any type of pests.

UTILITIES

Upon date of closing or occupancy, whichever occurs first, Buyer agrees to contact and assume all utility charges including but not limited to electric, natural gas, propane, water, sewer and garbage.

GENERAL PROPERTY INFORMATION

To the best of Seller's actual knowledge, the property: (a) is not at present subject to material settling, soil, standing water, or drainage problems; and (b) is not in a designated flood plain or flood hazard zone (although Buyer's lender may require flood hazard insurance at Buyer's expense). To enhance the appearance and grade of the property, Seller may have incorporated on the property local fill material, which to the best of Seller's actual knowledge meets applicable legal requirements. Some properties may have a designated wetland or native growth retention area. Buyer is responsible for and subject to all applicable King County Codes with regard to alterations and protection of said areas.

The subject property shall be constructed pursuant to all local codes as established by the local governing agency. The subject property has or will be inspected and shall pass all required building inspections prior to closing and/or occupancy.

DAMAGES AND INJURY

Seller will not be responsible for any damages or injuries caused by Buyer's lack of knowledge or understanding of the components of the home. Buyer is encouraged to read all printed material, notices and/or warnings on appliances, smoke detectors, gas fireplaces, hot water heaters, propane tanks, and all other mechanical devices installed inside or around the home. Buyer should make sure all mechanical components of the home have been inspected and mechanical operation is understood at the time of Buyer's Walk-Through. Buyer is responsible for yearly maintenance and inspection of all components.

SERVERABILITY

In the event, any provision of this Agreement shall be deemed invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.

CURTIS LANG CUSTOM HOMES, INC. (Contractor's License #CURTILC077NF)

Buyer Initial/ Date

Seller Initial/Date

Buyer Initial/Date

Seller Initial/Date

Curtis Lang Custom Homes, Inc.

BLUEPRINTS

Blueprints are the sole property of the Seller and are not available for sale, distribution, design consulting or Buyer's use.

STANDARD FEATURES LIST

Buyer acknowledges receipt of Curtis Lang Custom Homes, Inc. Standard Feature list and agrees to the same.

LISTING AGENT

Seller is related to the Listing Agent.

AGENT COMMISSIONS

No commissions shall be paid on Buyer's Bonuses or Seller contributions to Buyer's Closing costs or upgrades.

ENFORCEMENT

Buyer acknowledges receipt, understanding and approval of a copy of this Addendum bearing Buyer's initial(s) and/or signature(s). Buyer also understands that it is their responsibility to utilize reasonable and diligent attention with regard to adherence, enforcement and consideration to the items disclosed in this Addendum. Disregard to the Addendum and its significance may jeopardize the completion of the Buyers home and may render the Purchase and Sale null and void.

Buyer

Seller

Buyer

Seller

Date

Date

Curtis Lang Custom Homes, Inc.

ADDENDUM – D

DISCLAIMER & WAIVER REGARDING MOLD WHAT HOMEOWNERS SHOULD KNOW ABOUT MOLD

Mold

Mold is a type of fungus. It occurs naturally in the environment, and it is necessary for the natural decomposition of plant and other organic material. It spreads by means of microscopic spores borne on the wind, and is found everywhere life is supported. Residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in your home. Most homeowners are familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile.

In order to grow, mold requires a food source. This might be supplied by items found in the home, such as fabric, carpet or even wallpaper, or by building materials, such as drywall, insulation, and wood, to name a few. In addition, mold growth requires temperature climate. The best growth occurs at temperatures between 40 degrees F and 100 degrees F. Finally, mold growth requires moisture. Moisture is the only mold growth factor that can be controlled in a residential setting. By minimizing moisture, a homeowner can reduce or eliminate mold growth.

Moisture in the home can have many causes. Spills, leaks, overflows, condensation, and high humidity are common sources of home moisture. Good housekeeping and home maintenance practices are essential in the effort to prevent or eliminate mold growth. Moisture allowed to remain on a growth medium can develop mold within 24 to 48 hours.

Consequences of Mold

Not all molds are necessarily harmful, but certain strains of mold have been shown to have adverse effects on susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat, and headache. Individuals with suppressed immune systems may risk infections. Some experts contend that mold causes serious symptoms and diseases which may even be life threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold. As of the date of this agreement, the center of Disease Control has not identified a link between the presence of toxic mold and serious health conditions.

What the Homeowner Can Do

The homeowner can take positive steps to reduce or eliminate the occurrence of mold growth in the home, and thereby minimize any possible adverse effects caused by mold. These steps include the following:

1. Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions or most tile cleaners are effective in elimination or preventing mold growth.
2. Keep the humidity in the home low. Vent clothes dryers to the outdoors. Ventilate kitchen and bathrooms by opening the windows and exhaust fans.
3. Promptly clean up spills, condensation, and other sources of moisture.

Buyer Initial/ Date

Seller Initial/Date

Buyer Initial/Date

Seller Initial/Date

What the Homeowner Can Do (continued)

4. Thoroughly dry any wet surfaces or material. Do not let water pool or stand in your home. Promptly replace any materials that cannot be thoroughly dried.
5. Inspect for leaks on a regular basis, look for discolorations or wet spots. Repair any leaks promptly. Take notice of musty odors, and any visible signs of mold.
6. Should mold develop, thoroughly clean the affected material with a mild solution of bleach. First, test to see if the affected material or surface is color safe. Porous materials, such as fabric, upholstery, or carpet should be discarded. Should the mold growth be severe, call on the services of a qualified professional cleaner.

DISCLAIMER AND WAIVER

In order to prevent mold growth in a home, it is entirely up to the homeowner to properly manage and maintain the home. The Seller's responsibility as a homebuilder must be limited to things that can be controlled during construction. The homebuilder cannot eliminate the possibility that mold and other fungi may grow in your home after construction is completed. Therefore, the Seller will not be responsible or liable, and Buyer on behalf of Buyer's family members, tenants, invitees and licensees, hereby releases Seller from any damages caused by mold, or by some other fungus or agent, that may be associated with alleged defects in construction, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effects, or any other effects. Any implied warranties, including the implied warranty of workmanlike construction, the implied warranty of habitability, and the implied warranty of fitness for a particular use, do not apply to the prevention of mold or other fungal growth. The Buyer hereby waives all claims and causes of action against the Seller in connection with mold or other fungal growth, and any damages related hereto.

This Addendum is hereby appended to and made a part of the Purchase and Sale Agreement. The consideration for this disclaimer and waiver shall be the same as stated in the Agreement. Should a court of competent jurisdiction rule any term or provision of this Addendum invalid or unenforceable, the remainder of this Addendum shall nonetheless remain in full force and effect.

The undersigned acknowledges receipt of this Notice, Disclosure, Disclaimer and Waiver agreement. The undersigned has carefully read and reviewed its contents, and agrees to its provisions.

_____	_____
Buyer	Seller
_____	_____
Buyer	Seller
_____	_____
Date	Date

Curtis Lang Custom Homes, Inc.
ADDENDUM – E
Maple Ridge Homeowners' Association

The following is part of the Purchase and Sale Agreement dated _____, 20____ between Curtis Lang Custom Homes, Inc. (Seller) and _____ (Buyer) whereas Seller will build (is building) plan # _____ on Lot # _____ Subdivision _____ as recorded in the records of King County, Washington.

Seller and Buyer agree as follows:

1. The Pinnacle will be part of the Maple Ridge Homeowners' Association.
2. There is an initial assessment of \$250.00 (Two Hundred and Fifty Dollars) due from the Buyer at the time of closing.
3. The property will be subject to Covenants, Conditions and Restrictions ("CC&R's"). Buyer acknowledges receipt of a copy of _ a draft of _ the recorded CC&R's for the plat. If only a draft was provided, a copy of the recorded CC&R's will be delivered to Buyer after recording. The CC&R's, in part, set forth certain terms and conditions relating to the rights of the Seller to construct other homes in the plat as well as the rights of other homeowners and Buyers relating to uses, maintenance and construction of changes/additions to homes in the plat. The CC&R's are recorded and become a restriction on the title to the Property. This Property is a member of a Homeowner's Association. Buyer shall be bound by all terms and conditions in the CC&R's and any subsequent addenda thereto and Buyer is advised to review them thoroughly.
4. Upon closing of property, Buyer is responsible to contact the Homeowners' Association with reference to questions or concerns regarding any additional fencing, outbuildings, parking of Recreational Vehicles, placement of waste receptacles, street lighting, mailboxes, common areas, parks, playgrounds, or any other matters bound by the CC&R's or Homeowners' Association.

CURTIS LANG CUSTOM HOMES, INC. (Contractor's License #CURTILC077NF)

Buyer

Seller

Buyer

Seller

Date

Date