

**ADDENDUM "A" TO
RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT**

THIS ADDENDUM A is to be made a part of and further supplements and revises that certain Earnest Money Agreement and/or Residential Purchase and Sale Agreement, hereinafter ("the Agreement") dated _____, 201__, between **JK Monarch, LLC**, as "Seller/JK Monarch" and _____, collectively known as "Buyer" and/or "Buyers" with regard to that certain real property commonly known as: _____.

- 1. HOME STYLE SELECTION/ELEVATION:** Seller ("Seller") agrees to build Plan Style _____ ("Home") on the Property.

- 2. COMPLETION OF NEW HOME:** The closing date for the Home to be constructed for Buyer as described in the purchase and sale agreement is an estimate only. At the time of interior paint completion, an addendum will be provided to Buyer with an estimated completion and closing date. Completion is defined as: when construction is substantially complete and a certificate of occupancy is issued. Such completion date estimate shall be incorporated into and become a part of the Agreement. However, in order to maintain the quality standards of each new home constructed by Seller, **COMPLETION DATE ESTIMATES ARE ESTIMATES ONLY AND ARE NOT A GUARANTEE AS TO THE EXACT DATE WHEN YOUR NEW HOME WILL BE COMPLETE OR WHEN IT WILL CLOSE.** There may be conditions which extend the completion date of the Home, including but not limited to: back orders, late selections by Buyer, discovery of defective materials that will require replacement and delays due to weather or ground conditions. In such an event, Seller may elect **an automatic sixty (60) day extension** of the Agreement.

- 3. CLOSING:** Buyer shall be entitled to possession of the Home upon the Closing. "Closing" is defined as the date on which all closing documents are recorded and the sale proceeds are transferred to Seller. A new home orientation will be scheduled with the Buyer approximately (5) business days prior to the scheduled Closing. Buyer agrees to close on the Home within (5) business days of the new home orientation walk thru. If this transaction does not close within 5 business days of the scheduled Closing date at no fault to Seller, then Buyer shall pay \$100 per day until Closing. **SELLER IS NOT RESPONSIBLE FOR THE EXPIRATION OF BUYER'S LOAN COMMITMENT, PENALTIES, LOAN, OR OTHER FEES OR LOSSES DUE TO ANY DELAY IN THE CLOSING. BUYER IS ADVISED TO ENSURE THAT THEIR LENDER AND ANY OTHER INTERESTED PARTY IS PROVIDED WITH A COPY OF THE AGREEMENT AND ALL ADDENDUM.** Buyer agrees that if weather and/or ground conditions delay completion of landscaping, final grading and/or flatwork, such delay will not be a reason to delay Closing, or require a holdback of sale proceeds. Seller agrees that as soon as weather and/or ground conditions permit landscaping, final grading, and/or flatwork, such work will move forward to completion.

- 4. LOT AVAILABILITY:** If this offer is a presale on a lot **not** currently owned by the Seller, or a lot in which the Seller is **not** engaged in purchasing, then Seller's obligations under the Agreement and

Buyer's Initials _____ Buyer's Initial _____ Seller's Initials _____

this Addendum are subject to Seller acquiring the lot within 30 days of the date of this Addendum. If Seller is unable to acquire the lot within said 30-day period, the earnest money and any other funds deposited with Seller or escrow will be refunded to Buyer and this agreement will be null and void. This agreement IS [] or IS NOT [] subject to lot acquisition.

5. **SELLER'S FINANCING CONTINGENCY:** Buyer agrees that Seller's obligations under the Agreement and this Addendum are subject to Seller obtaining financing to undertake and complete construction of the Home. If Seller is unable to obtain such financing, then the Earnest Money will be refunded to Buyer and this agreement will be null and void. Buyer's damages shall be limited to the foregoing and Buyer waives any and all other claims for damages that Buyer may have, including but not limited to any claims for incidental or consequential damages. Buyer and Seller agree that the foregoing shall constitute a valid liquidated damage clause.

6. **BUYER'S FINANCING:** Seller encourages Buyer to utilize the premium lending services offered by _____ (name) with _____ (lender) at _____ (phone).

7. **ESCROW/CLOSING OFFICE:** Buyer and Seller agree that the designated closing/escrow agent for the Agreement shall be **Ticor Title & Escrow** which is located at **437 29th St NE, Ste B, Puyallup, WA 98371**; telephone number **253-840-2560**, or such other closing/escrow agent as Seller may approve.

8. **EARNEST MONEY:** Buyer shall deposit Earnest Money in the amount of \$2,500 with the escrow agent. Upon receipt of credit approval letter and/or removal or waiver of all contingencies contained herein, said Earnest Money shall be released to the Seller. At that time, Earnest Money shall be deemed non-refundable. Buyer expressly waives all claims to refund of the Earnest Money after contingencies are removed or waived. Upon Seller's receipt of Buyer's credit approval letter, Buyer's financing contingency shall be deemed satisfied and waived. Buyer authorizes Escrow to release the Earnest Money to the Seller pursuant to the Agreement and this Addendum. Earnest Money deposits will be credited back to Buyer at Closing.

9. **PRE-CONSTRUCTION FEE:** Buyer shall pay a \$ 5,000 non-refundable Construction Fee directly to Seller, which will be applicable to the Purchase Price at closing if Buyer closes on the purchase of the Property. The Construction Fee is due at Mutual Acceptance.

10. **PRECONSTRUCTION MEETING:** A preconstruction meeting (the "Preconstruction Meeting") between Buyer and Seller's representative will be held if determined by Seller to be necessary, after (a) the date Buyer receives written loan approval and delivers same to Seller and, (b) if applicable, after the Buyer waives any contingencies including but not limited to the contingency for the sale of Buyer's present home. Buyer should come prepared to the Preconstruction Meeting with a clear understanding of any desired upgrades or revisions. In order to complete the Preconstruction Meeting within a reasonable period, it is highly recommended that only Buyer and/or their agent attend this meeting. In the event there are no significant upgrades or changes to the Home, then Buyer may elect to forego the Preconstruction Meeting. In this case,

Buyer's Initials _____ Buyer's Initial _____ Seller's Initials _____

Buyers and their agent may submit, in the form of a written addendum, a list of upgrades/changes Buyer requests. Seller will review and provide Buyer and/or their agent with the cost to complete the same. Exterior elevations will be reviewed at the Preconstruction Meeting and/or through Buyer's agent. (Exterior elevation policy dictates that duplicate plan elevations are not allowed next door or directly across the street.) All elevation, color, and material requests that are agreed upon shall be written on a floor plan and initialed by both Buyer and Seller's representative.

11. BUYER UPGRADES AND SELECTIONS: Buyer is aware that the Home being purchased will be constructed with certain limited opportunities for color and finish selections by Buyer. Any model home in the plat or development is presented as a general illustration only. **THE DECORATIONS, FURNISHINGS, OPTIONS, AND COLOR SELECTIONS INCLUDED IN A MODEL HOME SHALL NOT CREATE AN AGREEMENT OR COMMITMENT BY SELLER AS TO THE HOME BEING PURCHASED BY BUYER.** None of the decorations, furnishings, options, or color selections in or to any model home is included in the Agreement unless Seller, as a part of the Agreement, agrees to deliver the same as part of the purchase price. If Seller has not already obtained a building permit prior to acceptance of the Agreement and this Addendum, and Buyer has removed in writing all contingencies to Closing, Buyer shall have the option to select colors of carpet, floor coverings, countertops, and exterior colors for the Home from Seller's designated suppliers and within Seller's standard designated specifications and cost allowances as further described in this Addendum. (Exterior color policy dictates that duplicate color schemes are not allowed next door or directly across the street.) Any colors, selections, upgrades, or chosen items that are different from Seller's standard designated specifications and/or cost allowances must be approved by Seller and **paid for in full at the time of the Selections Meeting.** Should the appraised price be less than the agreed sales price due to changes/upgrades that the Buyer has selected, Buyer must pay the difference between the sales and appraised price in cash directly to Seller upon Closing. It is mutually understood and agreed that Seller will not delay construction of the Home to wait for Buyer's requested selections. If the Home is under construction, any changes to the colors, hard surfaces, carpet, paint, etc., are at the exclusive discretion of Seller and only as evidenced by a mutually signed addendum allowing such changes. All selections, upgrades, or chosen items will remain the property of Seller until transfer of title to the Property at Closing. If this transaction does not close for any reason other than default by Seller, all funds paid for any such items are **non-refundable** from Buyer to Seller and shall be retained by Seller in the event Buyer is unable to and/or elects, for any reason whatsoever, not to complete the transaction contemplated by the Agreement and this Addendum. In the event Seller has already obtained a building permit and has ordered carpet, floor coverings, countertops, appliances, and exterior color of Home prior to mutual acceptance of the Agreement and this Addendum, Buyer may request of Seller in writing for a change in any of said items and, to the extent Seller agrees to a change, Buyer understands they may incur additional charges for increased costs due to any such change, including but not limited to additional charges for cost increases of selected items in comparison to previously selected items, for restocking charges, or for replacement of previously selected items. Seller's upgrade price list only applies to changes requested prior to Seller obtaining a building permit. Special Buyer selected items or changes will not be allowed if they

Buyer's Initials _____ Buyer's Initial _____ Seller's Initials _____

would delay construction scheduling or completion of the Home. Any changes made after the parties sign the Seller's Customization Form will require Buyer to pay Seller a \$250 administration fee in addition to the costs of the approved upgrades and/or changes.

12. COMMISSIONS: All commissions will be based on the original base price of the home, and will not include any upgrade amounts that may be rolled into the loan amount.

13. NO ORAL REPRESENTATIONS: It is natural during the course of the transaction for Buyer to have questions regarding their new home. In order for Buyer to receive responsible and authoritative answers to their questions during the construction process and prior to the Closing date of the Agreement, **Buyer's questions shall be submitted through the Seller's Realtor.** Any response by Seller shall be in writing, and may be made by email response either to Buyer and/or their designated real estate agent. Buyer understands and agrees that any statements, interpretations, or representations regarding the Agreement, this Addendum, or the Property made by sales agents, Seller's employees, Seller's agents, contractors, or subcontractors are to be disregarded, are not binding on Seller and that the terms and full understanding of the Agreement shall be limited to the Agreement and this Addendum, except as otherwise agreed to in writing by Seller. Buyer acknowledges that neither Seller (nor any agent or any other person) has made any representation regarding views, or the future use of any developed or undeveloped properties in the vicinity of the Property.

14. ACCESS DURING CONSTRUCTION: Buyer acknowledges that the Home and Property being purchased pursuant to the Agreement is and shall continue to belong to Seller until Closing. Buyer agrees that neither they, nor their agents or representatives, shall enter onto the Property during construction unless accompanied by Seller's authorized representative, and then only at the sole risk of Buyer. Buyer further agrees that only Seller and Seller's employees, Seller's agents, contractors, or subcontractors are authorized to enter and do work on the Property. Buyer is expressly denied permission to enter the Property, or perform any work on the Home or Property prior to Closing.

15. NEW HOME ORIENTATION: Prior to Closing, Seller's Customer Service Representative will schedule a new home orientation with Buyer to explain the operational procedures of the Home's appliances, heating and plumbing systems. Due to limited time availability, the only parties that shall be permitted to attend the new home orientation shall be the Buyers and the Seller's authorized representatives. No other family members, representatives, or real estate agents are permitted to attend this orientation session. In the event Buyer requests to inspect the Home or the Property prior to Closing, Buyer shall provide Seller's listing agent with the time and date requested for said inspection, which shall be forwarded to Seller's construction department for approval and confirmation. Such inspection will waive the new home orientation offered by Seller and, in such event, Buyer and Seller's authorized representative may conduct a limited new home orientation prior to Closing.

Buyer's Email: _____

Buyer's Initials _____ Buyer's Initial _____ Seller's Initials _____

- 16. LOCATION OF HOME AND FENCING; LANDSCAPING:** SELLER HAS SOLE DISCRETION TO DETERMINE THE EXACT LOCATION OF THE HOME, THE DESIGN, AND THE CONSTRUCTION OF ANY FENCING AND/OR LANDSCAPING ON THE PROPERTY BEING PURCHASED. Many factors and considerations dictate that Seller has the exclusive responsibility and authority to make such decisions. Seller agrees to landscape the property in a manner consistent with the appearance of the neighborhood and the new Home. Buyer thus acknowledges that the design and construction of all fencing and landscaping is delegated to Seller's sole and absolute discretion.
- 17. HOMEOWNER'S ASSOCIATION AND DUES:** It is understood that all owners of lots within the Plat/development will become members of _____. The homeowner's association is a non-profit corporation organized and existing under the laws of the State of Washington. The Association assesses annual dues in the current amount of \$_____ per year and will be pro-rated at Closing. Buyer acknowledges that assessments by the Association may change and that Seller makes no representations regarding the amount of any assessments or other matters regarding the Association. In addition, Buyer will pay a one-time fee at Closing of \$_____ which shall be payable, in its entirety to the Seller to partially reimburse the Seller for entry monuments, fencing, or other improvements for the Plat/development which will be owned and maintained by the Association or its members.
- 18. SUBSTITUTION/CHANGES:** Seller reserves the right to substitute items of comparable quality or to make changes or modifications, as needed, to meet County, City, FHA, VA, or Lender guidelines or codes ("Codes"), without prior notice to Buyer. During construction, it may be necessary to make changes to the plans and specifications. The modifications may include changes to the floor plans, interior and exterior design, and materials as Seller deems necessary and/or required by Code. Seller reserves the right to change materials and/or specifications provided the changes are of equal or better quality than the original, in Seller's sole and absolute discretion. Electrical, mechanical, and plumbing placement may vary at the sole and absolute discretion of Seller.
- 19. PLAN VARIATIONS:** No two homes are built exactly alike. It is not uncommon to have minor differences in the dimensions or style of concrete, landscaping, framing, cabinets, etc. All homes are built with materials of comparable quality, but the above-mentioned items can and do vary from home to home. These variations are not considered defects and will not be changed.
- 20. PLANS ARE PROPERTY OF SELLER:** All plans, drawings, specifications, and design materials shall remain the sole property of Seller and will not be made available to Buyer.
- 21. COMMON AREAS; PLAT:** Buyer hereby acknowledges and agrees that the Seller's obligations with respect to any common areas or other plat/development improvements are limited to performing such work, and completing such improvements, as are required to obtain a certificate of occupancy for the Home from the applicable City or County authority. Buyer agrees that Seller has made no other representations or warranties with respect to common areas or other plat/development improvements, and Buyer releases Seller from any and all obligations with respect to such common areas or other plat/development improvements.

Buyer's Initials _____ Buyer's Initial _____ Seller's Initials _____

22. INSULATION: As to homes permitted with applicable governmental authorities on or after July 1, 2002, and in accordance with Washington State Energy code requirements at the time of building permit, and pursuant to Federal Trade Commission regulations require the following information from Seller: (if insulation is not yet selected, FTC regulations require Seller to furnish to Buyer the information below in writing as soon as available.)

Wall Insulation:	Type: Batt	Thickness: 5 ½"	R-Value: R-21
Ceiling Insulation:	Type: Batt (Vault Only)	Thickness: 10"	R-Value: R-49
Ceiling Insulation:	Type: Blown	Thickness: 12"	R-Value: R-49
Floor Insulation:	Type: Batt	Thickness: 10"	R-Value: R-30

Other insulation data: Insulation installation specifications meet Washington State requirements. Insulation requirements are subject to change to comply with current energy code. Per 2002 WSEC under 12% glazing. All glazing is U=35 or less.

23. UTILITIES: It is the responsibility of the Buyer to, within 48 hours of Closing, switch the utilities into their name as of Closing. Seller will pay for usage fees up to Closing. Seller will not be responsible for any connection or other charges regarding the utilities, including any surcharges and/or assessments payable after Closing.

24. WAIVER OF REAL PROPERTY TRANSFER DISCLOSURE STATEMENT: Buyer has received a blank Form 17 for information purposes, and understands that due to the fact this Home is a pre-sale or under construction, there is not a completed Form 17. Buyer acknowledges that the Environmental section of Form 17 has zero "yes" answers. Buyer has been advised of their right to receive a completed Form 17. Buyer expressly waives their right to receive a Real Property Transfer Disclosure Statement as provided in RCW 64.06 et. seq.

Buyer	Seller
Initial: _____	Initial: _____

25. POSSESSION: Keys will be delivered, and Buyer shall be entitled to possession of their new Home upon Closing.

26. AGENCY: Both Seller and Buyer acknowledge that Buyer's real estate agent represents Buyer exclusively, not Seller. Seller's listing agent, _____ ("Seller's Realtor") represents Seller exclusively and not Buyer. If selling agent and listing agent are different licenses affiliated with the same real estate broker, then both Seller and Buyer consent to said broker acting as a dual agent. Both Seller and Buyer acknowledge receipt of a copy of the pamphlet entitled "The Law of Real Estate Agency." Seller may have directed their listing agent to list the subject property in the Northwest Multiple Listing Service, and Seller agrees to pay a commission as set forth in the terms of any such listing agreement. Commissions shall not be payable by Seller on any sums representing upgrades, selections, options, changes, Buyer incentives, or bonuses that may be added to the sales price of the Property.

Buyer's Initials _____ Buyer's Initial _____ Seller's Initials _____

27. INTERPRETATION: This Addendum shall supersede and prevail in any conflict between the Agreement and this Addendum. Only handwritten or typed changes to the Agreement or this Addendum shall have effect, provided that both Buyer and Seller initial them.

28. INTEGRATED AGREEMENT; BUYER'S CAPACITY: There are no express or implied agreements, promises, or representation except as set forth herein or in another written document executed by Seller and Buyer. Buyer enters into this Addendum and the Agreement on behalf of themselves personally, and on behalf of the Homeowner's Association in Buyer's capacity as a future member of the HOA, and their heirs, successors, and assigns.

29. INSPECTION ADDENDUM: The terms and conditions of any Inspection Addendum (NWMLS 35 or otherwise) are amended as follows: If Buyer has not requested and notified Seller in writing of the date for the inspection prior to Buyer's new home orientation, any requirements of an Inspection Addendum shall be deemed waived and satisfied. Buyer's delay in ordering and conducting an inspection shall not be an excuse to delay Buyer's new home orientation and/or Closing. The Seller requires that no pre-sale homes or homes under construction be contingent upon having a home inspection. Buyer has the right to have a home inspection done upon completion of the Home; however, the Purchase and Sale Agreement will not be contingent upon it. In that instance, Buyer waives the right to an inspection contingency.

30. ARBITRATION: Any controversy or claim arising out of or relating to this Addendum, the Agreement, any matter related to the Property or the Home, or any claimed defect relating to the Property or the Home, including without limitation, any claim brought under the Washington State Consumer Protection Act, (but excepting any request by Seller to quiet title to the Property) shall be determined by binding arbitration in accordance with RCW 7.04A The Uniform Arbitration Act. The decision and award rendered by the arbitrator(s) shall be final and binding upon the parties, and judgment upon the award may be entered in any court having jurisdiction. The prevailing party in any such arbitration shall be entitled to reasonable attorney's fees and expenses.

31. BUYER'S EXCLUSIVE REMEDY: IN THE EVENT OF ANY DISPUTE OF ANY KIND REGARDING THE AGREEMENT, BUYER'S SOLE AND EXCLUSIVE LEGAL AND EQUITABLE REMEDY FOR ANY BREACH OF THE AGREEMENT BY SELLER SHALL BE THE RESCISSION OF THE AGREEMENT AND THE RELEASE BY SELLER OF ANY CLAIM OR INTEREST IN THE EARNEST MONEY DEPOSIT PAID BY BUYER.

Buyer	Seller
Initial: _____	Initial: _____

32. NOTICE: Buyer acknowledges that mold and mildew are normally occurring conditions in any climate. Seller makes no representation or warranty that the Home is or shall remain free from mold, mildew, or similar conditions ("Mold"). Seller specifically disclaims all express and implied warranties with respect to Mold, and with respect to any related damage to the Home or problems with the air quality in or about the Home. Buyer is solely responsible for maintaining

Buyer's Initials _____ Buyer's Initial _____ Seller's Initials _____

the exterior of the Home, the interior of the Home, and the ventilation systems, in such manner so as to prevent the growth of Mold, and Seller has no responsibility to take any action whatsoever in this regard.

Buyer	Seller
Initial: _____	Initial: _____

33. HOMEOWNER LIMITED WARRANTY: See attached Addendum to Purchase Contract, 2-10 Home Buyer’s Warranty.

CHAPTER 64.50 RCW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST THE SELLER OR BUILDER OF YOUR HOME. FORTY-FIVE DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO THE SELLER OR BUILDER A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEDGE 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. ALL DISPUTES RELATED TO THE AGREEMENT AND THIS ADDENDUM SHALL BE RESOLVED PURSUANT TO SECTION 30 OF THIS ADDENDUM.

In no event shall Seller’s liability exceed the fair and reasonable cost of repair or replacement of the warranted defect. Seller shall not be liable for any cost or expense incurred by Buyer in remedying any warranted defects unless Seller has been notified in writing and has been afforded the opportunity to cure the claimed defect.

Buyer	Seller
Initial: _____	Initial: _____

34. KING COUNTY SEWER CAPACITY: A sewage treatment capacity charge applies to properties in King County which are connected to the sanitary sewer system. It is a monthly connection charge, not an upfront development fee, and is the responsibility of the current property owner. The legal basis for this capacity charge is listed under the Revised Code of Washington (RCW) 35.58.570 and King County Code 28.84.050. Under these laws, a lien may be filed against a property that has delinquent or unpaid charges.

For questions about this capacity charge, contact:
 King County Capacity Charge Program
 201 South Jackson, M.S. KSC-NR-0502
 Seattle, Washington 98104
 Phone: 206-296-1450
 Internet: <http://www.kingcounty.gov/capacitycharge>

Buyer’s Initials _____ Buyer’s Initial _____ Seller’s Initials _____

Email: capchargeescrow@kingcounty.gov

I/We have had the opportunity to read this Addendum and hereby agree to its terms and conditions.
All other terms and conditions of said Agreement remain the same and unchanged.

DATED _____, 201__.

BUYER:

Name: _____

Name: _____

SELLER:

JK Monarch, LLC

By _____

Name: _____

Title: _____

Buyer's Initials _____ Buyer's Initial _____ Seller's Initials _____

EXHIBIT A

Legal Description of Property:

Lot _____, of _____,
according to the plat thereof recorded _____ under recording
No. _____, records of _____ County, Washington.

SEE ATTACHED

Buyer's Initials _____ Buyer's Initial _____ Seller's Initials _____



MAIL TO:
2-10 Home Buyers Warranty
P.O. Box 371348 | Denver, CO 80237-1348 | 800.488.8844

ADDENDUM
TO PURCHASE CONTRACT

Address of Subject Home: _____

1. Superseding Agreement. The provisions of this Addendum are a material consideration for the Seller to enter into the Purchase Contract to which this Addendum is appended and such provisions supersede and preempt any and all different or inconsistent provisions in the Purchase Contract.

2. Arbitration Agreement. Any and all claims, disputes and controversies by or between Seller and Homebuyer arising from or related to the Purchase Contract, the Home, the real property on which it is located, and any common elements in which Homebuyer shall have any interest, including without limitation, any claim of negligent or intentional misrepresentation, shall be settled by arbitration.

The arbitration shall be conducted by DeMars & Associates, Ltd., or by any mutually agreeable service. The choice of arbitration service shall be that of the claimant. The arbitration shall be conducted pursuant to the applicable rules of the arbitration service selected.

The parties expressly agree that this arbitration agreement involves and concerns interstate commerce and is governed by the provisions of the Federal Arbitration Act (9 U.S.C. § 1, et seq.), to the exclusion of any different or inconsistent state or local law, ordinance or judicial rule.

3. Exclusive Remedy Agreement. The agreement contained in this paragraph shall be effective if but only if Seller shall enroll the Home in the Home Buyers Warranty Program and shall furnish Homebuyer with an HBW Warranty. Effective one year from the date of closing on the purchase of the Home, Homebuyer(s) waives the right to seek damages or other remedies from the Seller, its subcontractors, agents, suppliers or design professionals for any defect to the Home, the real property upon which it is situated, and any common elements in which Homebuyer shall have any interest, under any common law or statutory theory of liability, including but not limited to negligence and strict liability.

Homebuyer _____

Date _____

Seller _____

Date _____

Homebuyer _____

Date _____

Title _____

Buyer's Initials _____ Buyer's Initial _____ Seller's Initials _____