

## Freestone Grand Firs LLC

### Grand Firs Builder's Addendum "A"

The following is hereby attached to and made a part of the Purchase and Sale Agreement dated the \_\_\_ day of \_\_\_\_\_, 2011, between Freestone Grand Firs LLC, A Washington limited liability company, hereinafter "Seller" and/or "Builder" and \_\_\_\_\_, hereinafter "Purchaser(s)" and/or "Buyer(s)."

1. **LEGAL DESCRIPTION OF SUBJECT PROPERTY:** Lot \_\_\_\_, Grand Firs, as per plat thereof recorded under Recording No. 200809110327, records of Pierce County, Washington, hereinafter "the Property".
2. **COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&R'S) FOR ROSEWOOD HEIGHTS:** Purchasers are directed to review the terms of the Covenants, Conditions and Restrictions ("CC&R's") for Grand Firs which control certain aspects of owning and maintaining your new home in Grand Firs. These CC&R's were recorded under Recording No. 200601101098, as amended by documents recorded under Recording No. 200704235001, 200809115009, 200901080247, 200908180153, 201011241203, and a subsequent amendment dated December 29, 2010, records of Pierce County, Washington and are incorporated herein by this reference. Buyer is advised to review the title insurance commitment that they will receive on or prior to the closing date to review said documents in detail.
3. **HOME STYLE SELECTION/ELEVATION:** Seller agrees to build Plan/Style\_\_\_\_\_ Elevation \_\_\_\_ on the Property as described in Section 1 of this Addendum above.
4. **EARNEST MONEY DEPOSIT:** Purchaser shall deposit with the Closing Agent set forth below, the sum of \$\_\_\_\_\_ as Earnest Money (Except as required in section 28 below in the event of a contingency based upon the sale of the Purchaser's current home) within five (5) days of mutual acceptance. In the event the home is currently under construction, Purchaser shall deposit \$\_\_\_\_\_ Earnest Money. Upon credit approval and/or removal of all contingencies contained herein, said Earnest Money shall be released to the Seller and construction shall commence/continue. At that time, Earnest Money shall be deemed non-refundable. Purchaser expressly waives all claims to refund of the Earnest Money after contingencies are removed or waived. Upon Seller's receipt of credit approval letter, the financing contingency shall be deemed satisfied and waived. Purchaser authorizes Broker holding Earnest Money, to release funds to the Seller. All deposits will be credited to purchaser at closing. *(To begin construction before a house sale contingency is waived, see item #26)*

Buyer(s) Initials & Date \_\_\_\_\_, 2011 Seller Initials & Date \_\_\_\_\_, 2011

5. **COMPLETION OF NEW HOME:** Seller believes that the new home to be constructed for Purchaser as described in the Agreement should be substantially completed on or prior to the closing date. However, in order to maintain the strict quality standards of each new home constructed by Seller, **THIS COMPLETION DATE IS AN ESTIMATE ONLY AND NOT A GUARANTEE AS TO THE EXACT DATE WHEN YOUR NEW HOME WILL BE COMPLETED.** In the event the Agreement provides for the sale and construction of a presale home, Seller shall apply for a Building Permit within ten (10) business days after the later date of Seller A) receiving acceptable loan approval from Purchaser's lender, B) if applicable, receiving the waiver by Purchaser of any contingencies, and C) completion of the preconstruction meeting between Purchaser and Seller's representatives with all upgrades fully selected and paid. It is the goal of the Seller to complete construction of the new home subject to the Agreement, subject to adverse weather conditions, on/or before one hundred fifty (150) days after receiving a building permit from applicable authorities in Pierce County. It is the Seller's basic philosophy to provide good quality homes to our Purchasers at the absolute best possible price. Therefore, there may be conditions beyond the Seller's control, such as but not limited to: back orders, late customer selections, discovery of defective materials, weather issues, etc., which extend the completion date of the home. In such an event, the Seller shall assume an automatic 60 day extension of this agreement. Purchaser shall be entitled to possession upon completion (as evidenced by the issuance of a Certificate of Occupancy) or upon closing,

whichever occurs last. "Closing" is defined as that date on which all documents are recorded and the sale proceeds are available to Seller. The closing date in the Agreement shall be considered the termination date unless mutually extended or otherwise agreed in writing. If the new home described in the Agreement is not completed prior to the closing date, the exclusive remedy available to the Purchaser shall be either terminate the Agreement OR mutually extend the closing date of the Agreement. **SELLER IS NOT RESPONSIBLE** for the expiration of Purchaser's loan commitment, penalties, loan or other fees or losses due to the estimated completion date not being met. **PURCHASER IS ADVISED TO INSURE THAT THEIR LENDER AND ANY OTHER INTERESTED PARTIES ARE MADE AWARE OF THIS AGREEMENT.** Any concerns with regards to materials or scheduling of construction will be directed to the Seller's real estate broker for transmittal to Mr. Rick Carlile at the address provided for the Seller with a copy sent via e-mail to the Seller's real estate broker Jim Selden at jimse@johnlscott.com.

6. **PURCHASER DÉCOR SELECTIONS:** Purchaser is aware that this is a "spec" built home, not a custom home. In the event that the Seller has not already obtained a Building Permit prior to the acceptance of this agreement and addenda, Purchaser may select colors of carpet, vinyl floor coverings, countertop laminates, color of appliances, and exterior color of home from Seller's designated suppliers and within Seller's standard designated specifications and cost allowances. Purchaser shall select their choice of interior and exterior paint colors and interior colors of carpet, vinyl floor coverings, countertop granite from Seller's design boards and their requested TV and phone jack locations and any additional upgrade/option selections in the community model home during regular posted hours. In the event that Purchaser would like to select any alternative flooring and counter surfaces that are different than those included on Seller's design boards, Seller has designated Elite Floor Covering, Inc., as its exclusive supplier of flooring and countertop materials for inclusion in your new home. To facilitate the care and attention you deserve in making alternative selections, please schedule an appointment with Elite Floor Covering by calling (253) 735-2232, in advance, for selection appointment on all presale homes. Said selections shall be made by Purchaser as described in Section 7 below. Any colors, selections or chosen items that are different from the Seller's standard designated specifications and/or cost allowances must be approved by the Seller and will be paid in full by the Purchaser prior to installation and shall remain the property of the Seller until transfer of title at time of closing. If this transaction does not close for any reason, all funds paid for any such items are non-refundable to the Purchaser. In the event the Seller has already obtained a building permit and has ordered colors of carpet, vinyl floor coverings, countertop laminates, color of appliances, and exterior color of home prior to mutual acceptance of this agreement and related addenda, Purchaser may request Seller, in writing, for a change in any of said items and, to the extent Seller consents to a change thereto, Purchaser understands they may incur an additional charge for restocking or replacement of previously selected items.
7. **PURCHASERS PRECONSTRUCTION MEETING/UPGRADES:** If the house has not been started, Purchaser shall give Seller it's choice of exterior house colors, all interior surface selections, TV and phone jack locations and any additional upgrade/option selections at the Seller's community model home with a copy to the Seller's listing broker, Jim Selden of John L. Scott via his e-mail at jimse@johnlscott.com. after the date Purchaser receives written loan approval and, if applicable, the waiver by Purchaser of any contingencies including the sale of their present home. Said selections will be written on a floor plan and initialed by the Purchaser and the Seller and all upgrade/option selections selected by the Purchaser and approved by the Seller will be paid in full by the Purchaser to the Seller and the cost thereof shall not be satisfied by the use of the buyer bonus granted by Seller. The cost of any upgrades requested by Purchaser after construction has commenced will be determined by Seller and will be subject to an additional surcharge of ten percent (10%) to partially absorb the additional scheduling and overhead expenses of the Seller in facilitating the pricing and installation of such upgrades. Seller's upgrade price list only applies to changes requested prior to commencement on construction. All payments for upgrades shall be considered to constitute a non-refundable payment to the Seller and shall be retained by the Seller in the event Purchaser is unable to and/or elects, for any reason whatsoever, not to complete the transaction contemplated by this Agreement. All items are subject to reasonable availability. Special Purchaser selected items shall not delay construction scheduling or completion. All changes/upgrades must be evidenced in the form of a written addendum signed by both the Seller and the Purchaser.

8. **PURCHASERS PRECONSTRUCTION MEETING/UPGRADES:** If the house has not been started, Purchaser shall give Seller it's choice of exterior house colors, all interior surface selections, TV and phone jack locations and any additional upgrade/option selections at the Seller's community model home with a copy to the Seller's listing broker, Jim Selden of John L. Scott via his e-mail at jimse@johnlscott.com. after the date Purchaser receives written loan approval and, if applicable, the waiver by Purchaser of any contingencies including the sale of their present home. Said selections will be written on a floor plan and initialed by the Purchaser and the Seller and all upgrade/option selections selected by the Purchaser and approved by the Seller will be paid in full by the Purchaser to the Seller and the cost thereof shall not be satisfied by the use of the buyer bonus granted by Seller. The cost of any upgrades requested by Purchaser after construction has commenced will be determined by Seller and will be subject to an additional surcharge of ten percent (10%) to partially absorb the additional scheduling and overhead expenses of the Seller in facilitating the pricing and installation of such upgrades. Seller's upgrade price list only applies to changes requested prior to commencement on construction. All payments for upgrades shall be considered to constitute a non-refundable payment to the Seller and shall be retained by the Seller in the event Purchaser is unable to and/or elects, for any reason whatsoever, not to complete the transaction contemplated by this Agreement. All items are subject to reasonable availability. Special Purchaser selected items shall not delay construction scheduling or completion. All changes/upgrades must be evidenced in the form of a written addendum signed by both the Seller and the Purchaser.
9. **NO VERBAL REPRESENTATIONS:** It is natural during the course of the transaction for the Purchaser to have questions regarding their new home. In order for the Purchaser to receive responsible and authoritative answers to their questions during the construction process and prior to the Closing Date of the Agreement, any question(s) shall be directed by the Purchaser's real estate broker to the Seller's listing broker in a written form sent to jimse@johnlscott.com who will then have the Seller respond in writing. Any responses by the Seller shall be in writing and may be made by email response to either the Purchaser and/or their designated real estate broker. Purchaser understands and agrees that sales agents/brokers and subcontractors are not authorized to make any such representations, or representations that shall modify the Agreement as written, and that the full understanding between the parties shall be limited to the Agreement, as written, together with any clarifications made by the Seller in writing. Purchaser acknowledges that neither the Seller (nor any sale agent/broker or any other person) has made any representations regarding views, or the future use or any developed or undeveloped properties in the vicinity of the property subject to the Agreement and this Addendum.
10. **PURCHASER'S ACCESS DURING CONSTRUCTION:** Purchaser acknowledges that the property being purchased pursuant to the Agreement is and shall continue to belong to the Seller until the closing date of this Agreement. Purchaser agrees that they shall not enter onto the Property during construction unless accompanied by Seller's representative or agent/broker. Purchaser further acknowledges notice that only Seller and Seller's employees and authorized subcontractors are authorized to enter and do work on the Property prior to closing for any reason whatsoever without the prior written agreement and consent of the Seller.
11. **APPROVED LENDERS:** In order to maintain the current low pricing of the home at Grand Firs and for Purchaser to be entitled to receive any buyer closing cost assistance incentive at the closing of this Agreement, Purchaser agrees that they will apply for financing to purchase the above property within five (5) days after mutual acceptance of the Agreement through one of the Seller's approved premium lenders which include the following individuals/companies:
- A. Chris Johnston, Community One: 253-229-2562
  - B. Trevor Irish, Republic Mortgage: 206-550-3490
  - C. Jason Buchanan, First Priority Financial Inc: 253-307-9144

If Purchaser elects to make application with any alternate lender, they will still be required to get pre-qualified from one of the above approved lenders but, in such event, they will receive no buyer closing cost assistance, at all, from the Seller at closing.

The Seller shall not pay any fee on behalf of the Purchaser or to the Purchaser's lender unless expressly agreed in this Agreement. With regards to presales, Purchaser shall supply Seller with a pre-qualification letter and verification of their credit approval from their lender within five (5) days after mutual acceptance of the Agreement. No construction will commence until after Seller has received and is satisfied with the content of such information and, if applicable, Purchaser has waived their home sale contingency.

12. **DESIGNATED ESCROW/CLOSING OFFICE:** Purchaser and Seller further agree that the designated closing/escrow agent for the Agreement shall be Puget Sound Title Company, which is located at 5350 Orchard Street West in University Place, Washington, telephone number (253) 474-4747, or such other closing/escrow agent as Seller may approve. Seller is allowed a special builder's rate on escrow fees if such company is used and these cost savings are reflected in the sales price of your new home.
13. **NEW HOME ORIENTATION:** Prior to the closing date of this Agreement, Seller will schedule a new home orientation with the Purchaser to explain the new home warranty program, required Purchaser maintenance and the operational procedures of the homes' appliances, heating and plumbing systems. Due to the number of new homes constructed by Seller and the importance of this limited time available, the only parties that shall be permitted to attend the new home orientation shall be the Purchaser and the Seller's trained representatives. No other family members, representatives or real estate agents/brokers are permitted to attend the orientation session. In the event Purchaser elects to have a home inspection conducted of the property prior to closing, such inspection will waive the typical orientation offered by the Seller and in such event, Purchaser and Seller's representatives will conduct, prior to closing, a limited orientation.
14. **LOCATION OF HOME AND FENCING: SELLER HAS SOLE DISCRETION TO DETERMINE THE EXACT LOCATION OF THE HOME AND ANY FENCING ON THE PROPERTY BEING PURCHASED.** Many factors and considerations dictate that the Seller have the exclusive responsibility and authority to make such decisions.
15. **NO REPRESENTATION:** The Seller, Listing Broker and Selling Broker make no representations concerning (a) lot size; (b) the square footage of any improvements on the Property; (c) whether there are any encroachments (fences, rockeries, buildings) on the Property, or by the Property on adjacent properties. Purchaser is advised to verify all lot sizes, square footage and encroachments to Purchaser's own satisfaction. It is understood and agreed that any agreements made between the Purchaser and Seller will become null and void should they be contrary to the rules and regulations of any authorities governing the construction of the home (i.e., FHA, VA, County Building and Health Departments). Said disputed agreement will not void the entire Purchase and Sale Agreement, but only terminate the disputed item.
16. **WARRANTIES:**
  - A. Seller warrants that all labor, materials and taxes will be paid for and that there will be no potential lien claimants upon the completion of the work and final payment by the Purchaser. All work will be performed in a commercially reasonable manner. It is understood by both parties that the only warranty offered by the Seller to the Purchaser is the six year limited warranty offered by Residential Warranty Company, LLC. No other warranty, expressed or implied, is made by the Seller, and Purchaser specifically acknowledges that fact. In the event of any dispute related to the terms and conditions of the home buyers limited warranty, the parties agree that they will follow the claim process and dispute resolutions system contained in the Residential Warranty Company, LLC booklet. Further, the parties agree to be bound by any decision reached pursuant to the provisions of the warranty offered by the Residential Warranty Company, LLC and the disputes resolution system outlined in that booklet. In the event of any further dispute between Seller and Purchaser, the parties agree that they shall submit that dispute to binding arbitration pursuant to RCW 7.04 or pursuant to any other arbitration system to which the parties agree to refer the dispute. The arbitration process shall be binding on both parties and neither party shall have authority to proceed to any court prior to the exhaustion of the arbitration process. The parties may appeal the arbitrator's award only as allowed in RCW 7.04.

**THIS WARRANTY IS GIVEN IN LIEU OF ANY EXPRESS OR IMPLIED WARRANTIES OTHERWISE PROVIDED UNDER THE LAWS OF WASHINGTON. SELELR SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF HABITABILITY. PURCHASER ACKNOWLEDGES THAT THIS DISCLAIMER OF IMPLIED WARRANTY HAS BEEN DISCUSSED AND SPECIFICALLY BARGAINED FOR WITH SELLER'S LISTING BROKER AND THAT PURCHASER HAS BEEN PROVIDED WITH THE OPPORTUNITY TO DISCUSS THIS DISCLAIMER WITH THEIR OWN LEGAL COUNSEL. PURCHASER HAS NO WARRANTY CLAIMS AGAINST THE LAND OWNER OR ANY OTHER PARTY OTHER THAN THE SELLER.**

B. Manufactured or consumer products such as roofing materials, appliances, hardware, siding materials, windows, heating and mechanical systems, fixtures, etc. may be separately warranted by the manufacturers thereof and are not separately warranted by the Seller. In the event that the Purchaser encounters a defect in a manufactured or supplied product, the Seller shall cooperate in providing to Purchaser information on how Purchaser may directly apply to the manufacturer's or distributor's warranty.

Purchaser acknowledges the receipt of Seller's written warranty and agrees to review and accept the terms of said warranty prior to closing.

17. **HOMEOWNER'S ASSOCIATION & DUES:** It is understood that all owners of lots within Grand Firs will become members of the Grand Firs Homeowner's Association, a non-profit corporation organized and existing under the laws of the State of Washington. The Association will also assess annual dues to each member to maintain and improve the common areas of Grand Firs. The annual dues of the Association for 2011 are in the amount of approximately \$350 which will be prorated at closing. In addition to the payment of the prorated first Annual Assessment at closing, Purchaser shall pay the Association the amount of \$150 as a contribution to the working capital of the Association, a \$50 transfer fee payable to JC Higgins & Associates (the community property manager) and an additional \$500 to reimburse the Association for improvements and services provided to the Association during the period of time before control of the Association is delivered to the homeowners.
18. **SUBSTITUTION:** Seller reserves the right to modify floor plans, exteriors, materials, specifications, features and product types without the prior notice or obligation to Purchaser in order to accommodate any governmental requirements or supply changes or Lender guidelines or codes. 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/or exterior design and materials, as Seller deems necessary and/or required by applicable building codes. Seller may make minor modifications to the design and/or location of the home during construction if topographical conditions of the property so dictate, in Seller's sole and absolute discretion or as a result of requirements of applicable building codes.
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 the same quality materials, 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. **PAINT, TILE & GRANITE MATERIAL & COLOR VARIATIONS & SELECTION:** It is not uncommon to have differences in the color, luster or final finish of granite and tile nor is it uncommon for the interior and exterior paint displayed in the color books provided by Seller's paint provider to appear visually different in the color book than what they actually appear when applied to the interior and exterior of your home. The Seller has no control over these color and finish variations in the granite or tile installed OR in the interior and exterior paint that is applied which can and do vary from home to home. These variations are not considered defects and will not be changed nor will Seller agree to replace or repaint, at its expense, after installation and application. Any changes to these items will be at the sole and exclusive prepaid expense of Purchaser. In addition, all interior and exterior paint selections must be made exclusively from Seller's approved paint selection book and only in the color schemes set forth that have been previously

approved by Seller and the architectural control committee for the community in which your home is to be constructed. Seller will not allow or otherwise consent to any changes being made to either the colors set forth in the approved schemes nor may Buyer alternate their selection of base, trim or any other colors set forth in such scheme.

Buyer(s) Initials & Date \_\_\_\_ \_\_\_\_, 2011 Seller Initials & Date \_\_\_\_ \_\_\_\_, 2011

21. **PLANS ARE PROPERTY OF THE SELLER:** Plans, drawings, specification and design materials shall remain the sole property of the Seller and will not be made available to the Purchaser.

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

Wall Insulation:	Type: Batt	Thickness: 5 <sup>1/2</sup>	R-Value: R-21
Ceiling Insulation:	Type: Blown	Thickness: 16"	R-Value: R-49
Vaulted Ceiling Ins.:	Type: Batt	Thickness: 12"	R-Value: R-38
Floor Ceiling:	Type: Batt	Thickness: 10"	R-Value: R-30

Other Insulation Data: Insulation installed specifications meet or exceed Washington State requirements.

23. **UTILITIES PAID BY ESCROW FOR SELLER:** Seller acknowledges the obligation under RCW 60.80.010 to satisfy, upon closing, any lien or charge provided for by RCW 35.21, 35.67, 36.36, 36.89, 36.94, 57.08, or 87.03. Notwithstanding the terms contained in paragraph 14 of the attached Residential Real Estate Purchase and Sale Agreement to the contrary, the services of the closing agent for the payment of utilities for the Property is hereby requested and Seller agrees to satisfy any such liens or charges at closing.

24. **FORM 17 PROPERTY DISCLOSURE:** Purchaser has received a blank Form 17 for informational purposes and understands that due to the fact this home is a pre-sale or under construction there is not a completed Form 17. Purchaser has been advised of Purchaser's right to receive a complete Real Property Transfer Disclosure Statement. Purchaser waives that right.

25. **POSSESSION:** Purchaser shall be entitled to possession of their new home on the closing date set forth in the parties purchase and sale agreement except as otherwise provided in Section 5 above. In the event that Purchaser desires to take possession of their new home prior to the actual closing date, Seller may agree, at Seller's exclusive option, to allow Purchasers to move into their new home prior to the actual closing date only if: 1) Purchaser has obtained final loan approval and has deposited all funds required for closing with the designated escrow company, 2) the home is fully completed and the Seller has received a final certificate of occupancy from all applicable government agencies, 3) the Purchaser provides Seller with verification of insurance coverage in an amount not less than the purchase price naming Seller as an additional loss payee for the period prior to the actual closing date, 4) the Purchaser contacts all utility companies serving the Property, establishes accounts in Purchaser's name and notifies said utility companies that Purchaser shall be responsible for the payment of all utility fees/costs arising on and after the date that Purchaser takes occupancy of the Property, and 5) Purchaser executes a pre-closing rental agreement in a form approved by Seller and agrees to prepay rent to the Seller in the amount of \$75.00 per day from and inclusive of each day that Purchaser is granted possession of their new home prior to the actual closing date of the Agreement, said rental amount to be in addition to all other sums represented by this Agreement and all rents pre-paid by the Purchaser shall be prorated and any excess rent paid shall be refunded to Purchaser within five (5) days after the closing date.

26. **AGENCY:** Both Seller and Purchaser acknowledges that the selling real estate broker represents Purchaser exclusively and not the Seller and that the listing broker Jim Selden, represents the Seller exclusively and not the Purchaser. If selling broker and listing broker are different licensees affiliated with the same real

estate broker, then both Seller and Purchaser consent to said brokers acting as a dual broker/agent. Both Seller and Purchaser acknowledge receipt of a copy of the pamphlet entitled "The Law of Real Estate Agency." Purchasers acknowledge that they are herein advised that the principal officer of Seller is a licensed Real Estate Broker in the State of Washington.

27. **WAIVER OF INSPECTION:** Purchaser has received a blank Form 35B from the selling broker for information purposes and understands that due to the fact his home is a presale or is under construction, a home inspection would not be able to be performed within the standard 10 days from the date of mutual acceptance of this Agreement. Therefore, the Builder requires that no pre-sale homes or homes under construction be subject to, or contingent upon, having a home inspection. Purchaser 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. Purchasers waive their right to an inspection contingency.

Buyer(s) Initials & Date \_\_\_\_ \_\_\_\_, 2011 Seller Initials & Date \_\_\_\_ \_\_\_\_, 2011

28. **NOTICE TO CONTINGENT PURCHASERS:** If Purchaser is contingent and wants construction on their new home to begin prior to their contingency being removed or waived, Purchaser must release their earnest money deposit in an amount of not less than \$5,000.00 to the Seller immediately as a non-refundable construction deposit.

In such event, the following formula will apply in regards to Purchaser's Contingency Status:

- a) Purchaser cannot be bumped by another offer during the course of construction, provided however, that the Purchaser must remove their contingency status and paragraph 4 of this addendum shall apply.
- b) Upon notice that a certificate of occupancy has been issued for the Property, if Purchaser is still contingent as of that date, Purchaser shall have five (5) days to close on the Property. If closing does not occur within the allowed five (5) days, Purchaser will be subject to being bumped from the Property by a non-contingent purchaser. Upon being bumped, the construction deposit remains non-refundable.

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

30. **COMMON AREAS GRAND FIRS:** Purchaser acknowledges and agrees that the Seller's obligations with respect to the common areas and/or the plat/development/community of Grand Firs, as a whole, are limited to performing such work and completing such improvements as are required to obtain approval of completion from the applicable governmental authority. Purchaser agrees that Seller has made no other representations or warranties with the respect to the common areas and/or the plat/development/community of Grand Firs and Purchaser hereby releases Seller, now and hereafter at all time prior to and after the closing date, from any and all obligations and liabilities with respect to the common areas and the plat/development/community or Grand Firs except as specifically set forth in this paragraph.

31. **INTERPRETATION:** This Addendum shall supersede and prevail in any conflict between the Agreement to which this Addendum is attached and made part of. Only handwritten or typed changes to the Agreement or this addendum shall have effect, provided that they are initialed by both Purchaser and Seller.

32. **COMMISSION:** Selling Office Commission shall be based on the base price of this home exclusive of upgrades, which is: \$\_\_\_\_\_.

All other terms and conditions of said agreement remain the same and unchanged.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Seller:

FREESTONE GRAND FIRS,  
LLC

By: Freestone, Inc., Manager

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

Purchaser(s):

\_\_\_\_\_

\_\_\_\_\_