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MASON CO. CLERK

2022 JAN 11 PM 1:06

SUPERIOR COURT OF WA.
SHARON K. FOGO

BY AP 78 DEPUTY

21-4-00040-23
NTS 79
Notice of Sale
11667229



**Superior Court of Washington
County of Mason**

In the Guardianship of:

Virginia Jackson

Incapacitated Person

No. 21-4-00040-23

Notice of Sale of Real Property
(NTS)

(RCW 11.92.115)

Notice is given that the guardian of the estate will sell by negotiation the following real property for the price of \$ 145,000 OBO.

Street Address:

141 N. Hamma Hamma Drive E.
Hoodspport, WA 98548

Legal Description:

Lot 117, Lake Cushman No. 6, Volume 7 of Plats, page 9, 10 and 11, records of Mason County, Washington.

This sale may be confirmed ten days after the publication of this Notice and will be presented to the court for confirmation on November 5, 2021 (MLS Listing date). Bidders are required to comply with the provisions of RCW 11.56.110. Bids will be accepted by:

Name: Keller William South Sound
Address: 676 Woodland Sq Loop,
Lacey WA 98503

Dated: December 10, 2021

Renee E. Stein / WSBA 21164

Name

Signature

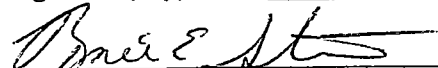
79

with first class postage prepaid to the persons and addresses listed below:

All Persons and Agencies Requiring Notice

Name: Marsha Jackson Marasco	Name: Virginia Jackson
Address: P .O. Box 182	Address: Alpine Village, 900 Alpine Way
City, State, Zip: Highbridge, NJ 08829	City, State, Zip: Shelton, WA 98584
*Telephone: 973 945 3031	*Telephone 360 462 0600
Name: Geri Purvis	Name:
Address: P.O. Box 1339	Address:
City, State, Zip: Hoodspport, WA 98548	City, State, Zip:
*Telephone 360 470-7523	*Telephone

Signed at (city) Union, (state) WA on (date) _____.


Signature

Renee E. Stein / WSBA 21164
Print Name

P.O. Box 143
Address

Union, WA 98592
City, State, Zip

(360) 898-9245
*Telephone/Fax Number

renee@rsteinlaw.com
Email Address

***If you do not want your personal phone number on this public form, you may list your telephone number on a separate form which may be available to parties and the court, as well as its staff and volunteers, but will not be made available to the public. Use Form WPF GDN 03.0100, Guardianship Confidential Information form (Telephone Numbers), for this purpose.**



ATTACHMENT 1

ESCROW / TITLE DOCUMENTS

American Land Title Association

ALTA Settlement Statement - Borrower
Adopted 05-01-2015File No./Escrow No.: 1489868
Officer/Escrow Officer: Niki WoodStewart Title Company
1011 Washington Way
Longview, WA 98632
(360) 575-9845Property Address: 141 N HAMMA HAMMA DR E
HOODSPORT, WA 98548 (MASON)
(422045100117)Borrower: EMPIRE HOME CONSTRUCTION, LLC, A WASHINGTON LIMITED LIABILITY COMPANY
Po Box 241
Kelso, WA 98626Seller: VIRGINIA LEE JACKSON
141 N Hamma Hamma Dr E
Hoodsport, WA 98548

Lender:

Settlement Date: 12/8/2021

Disbursement Date: 12/8/2021

Description	Borrower		
	P.O.C.	Debit	Credit
Deposits, Credits, Debits			
Sale Price of Property		\$130,000.00	
Deposit			\$500.00
Prorations			
County Taxes 12/8/2021 to 1/1/2022 @ \$104.29/Year		\$6.86	
Title Charges			
Title - Lender's Title Insurance to Stewart Title Company			
Title - Document preparation to James E Hungerford		\$125.00	
Title - Settlement or closing fee to Stewart Title Company		\$250.00	
Title - e Record Fee (Buyer/Borrower) to Aegis Land Title Group		\$8.72	
Title - Settlement Sales Tax to Stewart Title Company		\$20.25	
Title - Signing Fee to Aegis Land Title Group		\$32.64	
Government Recording and Transfer Charges			
Recording fees: Deed to County Recorder \$205.50		\$205.50	
Recording Fee Assignment to Aegis Land Title Group \$250.00		\$250.00	
Additional Settlement Charges			
HOA Transfer Fee to Lake Cushman Maintenance Company		\$125.00	
Water Transfer Fee to (NA) LCMC Water Department		\$40.00	
Assignment of Lease Transfer Fee to Lake Cushman Company		\$150.00	
	P.O.C.	Debit	Credit
Subtotals	\$0.00	\$131,213.97	\$500.00
Due From Borrower			\$130,713.97
Totals	\$0.00	\$131,213.97	\$131,213.97

SUBSTITUTE FORM 1099 SELLER STATEMENT: The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTIONS: If this real estate was your principal residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 6252 and/or Schedule D (Form 1040). This transaction does not need to be reported on Form 1099-S if you sign a certification containing assurances that any capital gain from this transaction will be exempt from tax under new IRS Code Section 121. You are required by law to provide the Settlement Agent with your correct taxpayer identification number. If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Stewart Title Company to cause the funds to be disbursed in accordance with this statement.

BORROWER(S)

DocuSigned by:
Empire Home Construction, LLC, A Washington Limited Liability Company

Loren DuVall

Loren DuVall, Authorized Signer

SETTLEMENT COORDINATOR

Niki Wood

2172497 Mason County WA

12/09/2021 10:57:42 AM ASLSE

eRecorded #168262 RecFee: \$207.50 Pages: 5

STEWART TITLE CO

WHEN RECORDED RETURN TO:

Name: Stewart Title Company
Address: 1011 Washington Way
Kelso, WA 98632

AFFIDAVIT
No 52583
WA R.E. EXCISE TAX
Dec 09 2021
PAID \$2,080.00
LISA FRAZIER
Treasurer Mason County

Document Title	Assignment of Lease
Reference Numbers of Related Document	395406
Grantor:	Virginia Lee Jackson
Grantee:	Empire Home Construction, LLC
Legal Description:	Lot 117, Lake Cushman No. 6
Assessor's Property Tax Parcel Nos:	42204-51-00117, 50-09126

Aegis Land Title Group
2021-34255-SH

ASSIGNMENT OF LEASE

KNOW ALL BY THESE PRESENTS: That Virginia Lee Jackson, a single person as her separate property, Assignor,

whose address is: c/o Carolee Pailca, P.O. Box 1215, Hoodspport, WA 98548

for value received,

hereby assign unto Empire Home Construction, LLC, a Washington limited liability company, Assignee,

whose address is: P.O. Box 241, Kelso, WA 98626

that certain lease made by Lake Cushman Co., dated May 2, 1968, recorded on September 10, 1981, in the Office of the Auditor for Mason County, Washington under instrument (file) number 395406 covering the following described property situated in Mason County, Washington:

A LEASEHOLD ESTATE INTEREST in and to:

Lot 117, Plat of Lake Cushman No. 6, according to plat recorded in Volume 7 of Plats, pages 9 through 11, both inclusive, records of Mason County, Washington;

INCLUDING a 1997 PALMH manufactured home, 48' x 29', VIN PH200841 AB, TPO/Plate Number &258125, as described in Manufactured Home Title Elimination recorded April 13, 2005, Auditor's File No. 1835085

Mason County Tax Parcel Nos. 42204-51-00117 and 50-09126;

SUBJECT TO easements, rights, restrictions, covenants, reservations, agreements, and conditions of record, and lease between City of Tacoma and Lake Cushman Co.;

including all of Assignor's interest in the premises herein described and the buildings or equipment thereon, with appurtenances and together with any and all options for renewal and extension of said lease. To have and to hold the same unto Assignee from _____, 2021, for all the rest of the term of said lease and or any extensions thereof, subject to the rents, covenants and provisions therein contained.

And the Assignor hereby covenants that said lease is free from encumbrances except those that may have been placed on the property through anyone other than the Assignor, and that said lease is valid and subsisting according to its terms. The Assignor agrees that she will, subject to acceptances of this assignment by Assignee, execute or procure any further necessary consent or assurance of the right to quiet possession of said premises.

Dated: DEC 7, 2021.

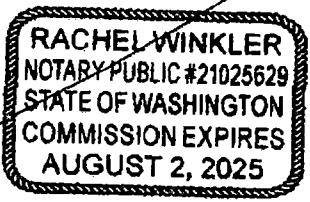
~~Virginia L. Jackson by Carollee Paulca Guardian~~
Virginia Lee Jackson, by
Carollee Paulca, Guardian

STATE OF WASHINGTON
COUNTY OF Mason

)
) ss. See attached
)

On this 7th day of December, 2021, before me, the undersigned Notary Public in and for the State of Washington, personally appeared Carollee Paulca ~~Virginia Lee Jackson~~ to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal hereto affixed the day and year first above written.



Rachel Winkler
Name: Rachel Winkler
Notary Public in and for the State of Washington,
Residing in: Mason county
My appointment expires: August 2, 2025

State of Washington
County of mason

I certify that I know or have satisfactory evidence that Carolee Pailca is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Guardian of Virginia Lee Jackson, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

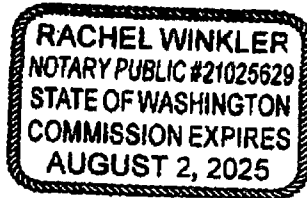
Dated: December 7, 2021

Rachel Winkler
Signature

(Seal or stamp)

Notary
Title

My appointment expires: August 2, 2025



The undersigned, LAKE CUSHMAN CO., the Lessor in the Lease assigned herein, hereby consents to the Assignment of said Lease together with any and all options for renewal and extension of said Lease, subject to the acceptance of said assignment by the Assignee as hereinafter set forth.

Dated: December 3, 2021

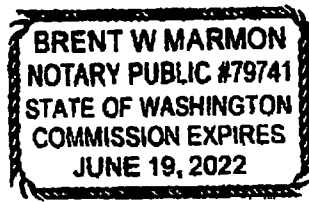
BY: LAKE CUSHMAN COMPANY

BY: *Stephanie A. Earhart*
Name: Stephanie A. Earhart
via special power of attorney recorded
under Auditor's File No. 2120615

STATE OF WASHINGTON)
) ss.
COUNTY OF)

On this 3 day of December 2021, before me, the undersigned Notary Public in and for the State of Washington, personally appeared STEPHANIE EARHART to be the individual who executed the foregoing instrument as attorney in fact of LAKE CUSHMAN COMPANY and acknowledged to me that SHE signed and sealed this instrument as attorney in fact for said corporation, freely and voluntarily, for the purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked.

GIVEN under my hand and official seal the day and year as above written.



Brent W Marmon
Name:
Notary Public in and for the State of Washington,
Residing in:
My appointment expires:

ACCEPTANCE OF ASSIGNMENT OF LEASE

In consideration of the foregoing Assignment of Lease by Virginia Lee Jackson and the consent thereto of Lake Cushman Co., I hereby accept all of the terms, covenants, conditions and agreements of the assigned Lease, and agree to be bound thereby to make all payments as therein provided together with all costs including late fees, attorney fees and all other costs associated with the handling of the collection process in the event of non-payment.

Dated: 12/7, 2021

Empire Home Construction, LLC

By [Signature]

Title owner

STATE OF WASHINGTON)
) ss.
COUNTY OF)

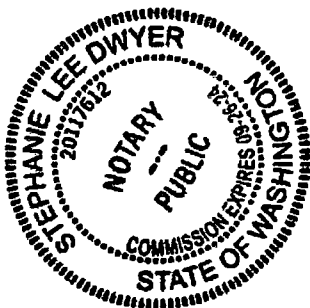
On this 7th day of December, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Loren Davall to me known to be the owner of Empire Home Construction, LLC, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

GIVEN under my hand and official seal hereto affixed the day and year first above written.

[Signature]

Name:
Notary Public in and for the State of Washington
Residing in: Clallamas
My appointment expires:

9-26-24



ATTACHMENT 2

RESIDENTIAL PURCHASE AND SALE AGREEMENT

RESIDENTIAL PURCHASE AND SALE AGREEMENT
Specific Terms

- Date:** November 07, 2021 **MLS No.:** 1861627 **Offer Expiration Date:** 11/8/2021
- Buyer:** Empire Home Construction, LLC
Buyer Buyer Status
- Seller:** Carolee Pailca Guardian of Vir
Seller Seller
- Property:** Legal Description attached as Exhibit A. Tax Parcel No(s): 422045100117
141 N Hamma Hamma Drive E Hoodspout Mason WA 98548
Address City County State Zip
- Included Items:** stove/range; refrigerator; washer; dryer; dishwasher; hot tub; fireplace insert;
 wood stove; satellite dish; security system; attached television(s); attached speaker(s); microwave;
 generator; other
- Purchase Price:** \$ 145,000.00 **One Hundred Forty-Five Thousand** Dollars
- Earnest Money:** \$ 500.00 Check; Note; Wire; Other
Delivery Date 3 days after mutual acceptance; to be held by Buyer Brokerage Firm; Closing Agent
- Default:** (check only one) Forfeiture of Earnest Money; Seller's Election of Remedies
- Title Insurance Company:** Aegis Land and Title **Dennis**
- Closing Agent:** Stewart Title - Longview **Nicki Wood**
Company Individual (optional)
- Closing Date:** 12/8/2021; **Possession Date:** on Closing; Other
- Services of Closing Agent for Payment of Utilities:** Requested (attach NWMLS Form 22K); Waived
- Charges/Assessments Levied Before but Due After Closing:** assumed by Buyer; prepaid in full by Seller at Closing
- Seller Citizenship (FIRPTA):** Seller is; is not a foreign person for purposes of U.S. income taxation
- Agency Disclosure:** Buyer represented by: Buyer Broker; Buyer/Listing Broker (dual agent); unrepresented
Seller represented by: Listing Broker; Listing/Buyer Broker (dual agent); unrepresented
- Addenda:** 22D(Optional Clauses) 22EF(Funds Evidence) 22K(Utilities) 22S(Septic Addendum)
34(Addendum) 35(Inspection)

Authentisign
David C Duvall 11/07/2021
Buyer Signature Date
Buyer Signature Date
Buyer Address
City, State, Zip
Buyer Phone No. Fax No.
dauidduvall80@gmail.com
Buyer E-mail Address
Buyer Brokerage Firm MLS Office No.
Buyer Broker (Print) MLS LAG No.
Firm Phone No. Broker Phone No. Firm Fax No.
Firm Document E-mail Address
Buyer Broker E-mail Address
Buyer Broker DOL License No. Firm DOL License No.

Carolee Pailca 11-8-21
Seller Signature Date
Seller Signature Date
Seller Address
City, State, Zip
(000) 000-0000
Seller Phone No. Fax No.
Seller E-mail Address
Keller Williams South Sound 4602
Listing Brokerage Firm MLS Office No.
Cindy Gonzalez 118049
Listing Broker (Print) MLS LAG No.
(360) 786-6900 (253) 217-8204 (360) 753-3148
Firm Phone No. Broker Phone No. Firm Fax No.
kwssdocs2@gmail.com
Firm Document E-mail Address
cindy@resultshometeam.com
Listing Broker E-mail Address
135380 **9491**
Listing Broker DOL License No. Firm DOL License No.

RESIDENTIAL PURCHASE AND SALE AGREEMENT
General Terms

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

b. **Earnest Money.** Buyer shall deliver the Earnest Money by the Delivery Date listed in Specific Term 7 (2 days after mutual acceptance if not filled in) to the party holding the Earnest Money (Buyer Brokerage Firm or Closing Agent). If sent by mail, the Earnest Money must arrive at Buyer Brokerage Firm or Closing Agent by the Delivery Date. If the Earnest Money is held by Buyer Brokerage Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Buyer Brokerage Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Buyer Brokerage Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Buyer Brokerage Firm is over \$10,000.00 Buyer has the option to require Buyer Brokerage Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Buyer Brokerage Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Buyer Brokerage Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Buyer Brokerage Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.

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

c. **Included Items.** Any of the following items, including items identified in Specific Term No. 5 if the corresponding box is checked, located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, drapes and all other window treatments; window and door screens; awnings; storm doors and windows; installed television antennas; ventilating, air conditioning and heating fixtures; trash compactor; garbage disposal; fireplace doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; and other fixtures; and all associated operating remote controls. Unless otherwise agreed, if any of the above items are leased or encumbered, Seller shall acquire clear title before Closing.

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

DLD 11/07/2021
Buyer's Initials Date

Buyer's Initials Date

CP 11-8-21
Seller's Initials Date

Seller's Initials Date

RESIDENTIAL PURCHASE AND SALE AGREEMENT
General Terms

- e. **Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Homeowner's Policy of Title Insurance for One-to-Four Family Residence, from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. If the Title Insurance Company selected by the parties will not issue a Homeowner's Policy for the Property, the parties agree that the Title Insurance Company shall instead issue the then-current ALTA standard form Owner's Policy, together with homeowner's additional protection and inflation protection endorsements, if available. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Buyer Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in the Policy and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.
- f. **Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. Seller shall deliver keys and garage door remotes to Buyer on the Closing Date or on the Possession Date, whichever occurs first. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is provided possession. Seller shall either repair or replace any system or appliance (including, but not limited to plumbing, heat, electrical, and all included items) that becomes inoperative or malfunctions prior to Closing with a system or appliance of at least equal quality. Buyer reserves the right to walk through the Property within 5 days of Closing to verify that Seller has maintained the Property and systems/appliances as required by this paragraph. Seller shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld. If possession transfers at a time other than Closing, the parties shall execute NWMLS Form 65A (Rental Agreement/Occupancy Prior to Closing) or NWMLS Form 65B (Rental Agreement/Seller Occupancy After Closing) (or alternative rental agreements) and are advised of the need to contact their respective insurance companies to assure appropriate hazard and liability insurance policies are in place, as applicable.
- RCW 19.27.530 requires the seller of any owner-occupied single-family residence to equip the residence with a carbon monoxide alarm(s) in accordance with the state building code before a buyer or any other person may legally occupy the residence following the sale. RCW 43.44.110 requires the seller of a dwelling unit, that does not have at least one smoke detection device, to provide at least one smoke detection device in the unit before the buyer or any other person occupies the unit following a sale. The parties acknowledge that the Brokers are not responsible for ensuring that Seller complies with RCW 19.27.530 or RCW 43.44.110. Buyer and Seller shall hold the Brokers and their Firms harmless from any claim resulting from Seller's failure to install a carbon monoxide alarm(s) or smoke detector(s) in the Property.
- g. **Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.
- h. **Closing Costs and Prorations and Charges and Assessments.** Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides such statement to the Closing Agent. Seller shall pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 12, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent).

<u>DD</u>	<u>11/07/2021</u>	_____	_____	<u>CP 11-8-21</u>	_____	_____	_____
Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date	Seller's Initials	Date

RESIDENTIAL PURCHASE AND SALE AGREEMENT
General Terms

Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No. 13.

i. Sale Information. Listing Broker and Buyer Broker are authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Broker and/or Buyer Broker, on request, any and all information and copies of documents concerning this sale.

j. Seller Citizenship and FIRPTA. Seller warrants that the identification of Seller's citizenship status for purposes of U.S. income taxation in Specific Term No. 14 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment in Real Property Tax Act ("FIRPTA") and provide the certification to the Closing Agent within 10 days of mutual acceptance. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

If Seller fails to provide the FIRPTA certification to the Closing Agent within 10 days of mutual acceptance, Buyer may give notice that Buyer may terminate the Agreement at any time 3 days thereafter (the "Right to Terminate Notice"). If Seller has not earlier provided the FIRPTA certification to the Closing Agent, Buyer may give notice of termination of this Agreement (the "Termination Notice") any time following 3 days after delivery of the Right to Terminate Notice. If Buyer gives the Termination Notice before Seller provides the FIRPTA certification to the Closing Agent, this Agreement is terminated and the Earnest Money shall be refunded to Buyer.

k. Notices and Delivery of Documents. Any notice related to this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by Buyer Broker, or at the licensed office of Buyer Broker. Documents related to this Agreement, such as NWMLS Form 17, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Buyer Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice.

Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Buyer Broker and Buyer Brokerage Firm or both Listing Broker and Listing Brokerage Firm at the e-mail addresses specified on page one of this Agreement; or (ii) Buyer Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document.

l. Computation of Time. Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. When counting backwards from Closing, any period of time measured in days shall start on the day prior to Closing and if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day, moving forward, that is not a Saturday, Sunday or legal holiday (e.g. Monday or Tuesday). If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.

m. Integration and Electronic Signatures. This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.

DLD 11/07/2021

Buyer's Initials Date

CP 11-8-21

Seller's Initials Date

Seller's Initials Date

RESIDENTIAL PURCHASE AND SALE AGREEMENT
General Terms

- n. **Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement. 167-169
- o. **Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 8, shall apply: 170-171
- i. **Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure. 172-173
- ii. **Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity. 174-177
- p. **Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' fees and expenses. 178-182
- q. **Offer.** This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed office of the other party's broker pursuant to General Term k. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 183-186
- r. **Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, the other party's broker, or at the licensed office of the other party's broker pursuant to General Term k. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 187-192
- s. **Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn. 193-195
- t. **Agency Disclosure.** Buyer Brokerage Firm, Buyer Brokerage Firm's Designated Broker, Buyer Broker's Branch Manager (if any) and Buyer Broker's Managing Broker (if any) represent the same party that Buyer Broker represents. Listing Brokerage Firm, Listing Brokerage Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Buyer Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Buyer Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency." 196-204
- u. **Commission.** Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Brokerage Firm's commission shall be apportioned between Listing Brokerage Firm and Buyer Brokerage Firm as specified in the listing. Seller and Buyer hereby consent to Listing Brokerage Firm or Buyer Brokerage Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Brokerage Firm and Buyer Brokerage Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or Buyer Brokerage Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement. 205-212
- v. **Cancellation Rights/Lead-Based Paint.** If a residential dwelling was built on the Property prior to 1978, and Buyer receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter. 213-215
- w. **Information Verification Period.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Brokerage Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 216-218

DLD

11/07/2021

Buyer's Initials

Date

Buyer's Initials

Date

CP 11-8-21

Seller's Initials

Date

Seller's Initials

Date

RESIDENTIAL PURCHASE AND SALE AGREEMENT
General Terms

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

DLD

11/07/2021

Buyer's Initials

Date

Buyer's Initials

Date

CP 11-821

Seller's Initials

Date

Seller's Initials

Date

**EVIDENCE OF FUNDS ADDENDUM
TO PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated November 07, 2021 1
between Empire Home Construction, LLC ("Buyer") 2
Buyer Buyer
and Carolee Falca Guardian of Vir ("Seller") 3
Seller Seller
concerning 141 N Hamma Hamma Drive E Hoodspport WA 98548 (the "Property"). 4
Address City State Zip

1. DEFINITIONS. 5

- a. "Evidence" means document(s) from a financial institution(s) in the United States showing that Buyer has sufficient cash or cash equivalent in United States funds. 6 7
- b. "Non-Contingent Funds" means funds that Buyer currently has in its possession and for which there is no contingency, such as financing (NWMLS Form 22A or equivalent), sale of Buyer's property (NWMLS Form 22B or equivalent), or pending sale of Buyer's property (NWMLS Form 22Q or equivalent). 8 9 10
- c. "Contingent Funds" means funds that Buyer does not currently have, but expects to receive from another source prior to Closing, and for which there is no contingency, such as a loan, proceeds from the sale of other property or stock, retirement funds, foreign funds, a gift, or future earnings. 11 12 13

2. EVIDENCE OF NON-CONTINGENT FUNDS. Buyer is relying on Non-Contingent Funds for payment of the Purchase Price. Buyer shall provide Evidence to Seller of such funds within 3 days (3 days if not filled in) of mutual acceptance. Unless Buyer discloses other sources of funds for the payment of the Purchase Price, Buyer represents that the Non-Contingent Funds are sufficient to pay the Purchase Price. Buyer shall not use such Non-Contingent Funds for any purpose other than the purchase of the Property without Seller's prior written consent. If Buyer fails to timely provide such Evidence, Seller may give notice terminating this Agreement any time before such Evidence is provided. Upon Seller's notice of termination under this Addendum, the Earnest Money shall be refunded to Buyer. 14 15 16 17 18 19 20 21

3. DISCLOSURE OF CONTINGENT FUNDS. Buyer is relying on Contingent Funds for the Purchase Price: 22

- Loan: _____ 23
- Sale of the following owned by Buyer: _____ 24
- Gift of \$ _____ from _____ 25
- Funds not readily convertible to liquid United States funds (describe): _____ 26
_____ 27
- Other (describe): _____ 28

Buyer shall provide Evidence to Seller _____ days (10 days if not filled in) prior to Closing that the funds relied upon in Section 3 have been received or are immediately available to Buyer. If Buyer fails to timely provide such Evidence, Seller may give notice terminating this Agreement any time before such Evidence is provided. Buyer shall provide Seller with additional information about such funds as may be reasonably requested by Seller from time to time. Upon Seller's notice of termination under this Addendum, the Earnest Money shall be refunded to Buyer. 29 30 31 32 33 34

If Buyer disclosed that Buyer is obtaining a loan, Seller shall permit an appraisal of the Property and inspections required by lender, including but not limited to structural, pest, heating, plumbing, roof, electrical, septic, and well inspections. Seller is not obligated to pay for such inspections unless otherwise agreed. 35 36 37

4. BUYER DEFAULT. If Buyer fails to timely close because the Contingent Funds identified in Section 3 are not available by Closing, Buyer shall be in default and Seller shall be entitled to remedies as provided for in the Agreement. 38 39 40

DLD 11/07/2021 _____ CP 11-821 _____
Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

RESIDENTIAL PURCHASE AND SALE AGREEMENT
General Terms

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



11/07/2021

Buyer's Initials

Date

Buyer's Initials

Date



Seller's Initials

Date

Seller's Initials

Date

**OPTIONAL CLAUSES ADDENDUM TO
PURCHASE & SALE AGREEMENT**

Continued

- 7. **Leased Property Review Period and Assumption.** Buyer acknowledges that Seller leases the following items of personal property that are included with the sale: propane tank; security system; satellite dish and operating equipment; other _____ 39-41
 Seller shall provide Buyer a copy of the lease for the selected items within _____ days (5 days if not filled in) of mutual acceptance. If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not filled in) of receipt of the lease(s) or the date that the lease(s) are due, whichever is earlier, then this lease review period shall conclusively be deemed satisfied (waived) and at Closing, Buyer shall assume the lease(s) for the selected item(s) and hold Seller harmless from and against any further obligation, liability, or claim arising from the lease(s), if the lease(s) can be assumed. If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 42-48

- 8. **Homeowners' Association Review Period.** If the Property is subject to a homeowners' association or any other association, then Seller shall, at Seller's expense, provide Buyer a copy of the following documents (if available from the Association) within _____ days (10 days if not filled in) of mutual acceptance: 49-51
 - a. Association rules and regulations, including, but not limited to architectural guidelines; 52
 - b. Association bylaws and covenants, conditions, and restrictions (CC&Rs); 53
 - c. Association meeting minutes from the prior two (2) years; 54
 - d. Association Board of Directors meeting minutes from the prior six (6) months; and 55
 - e. Association financial statements from the prior two (2) years and current operating budget. 56
 If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not filled in) of receipt of the above documents or the date that the above documents are due, whichever is earlier, then this homeowners' association review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 57-61

- 9. **Homeowners' Association Transfer Fee.** If there is a transfer fee imposed by the homeowners' association or any other association (e.g. a "move-in" or "move-out" fee), the fee shall be paid by the party as provided for in the association documents. If the association documents do not provide which party pays the fee, the fee shall be paid by Buyer; Seller (Seller if not filled in). 62-66

- 10. **Excluded Item(s).** The following item(s), that would otherwise be included in the sale of the Property, is excluded from the sale ("Excluded Item(s)"). Seller shall repair any damage to the Property caused by the removal of the Excluded Item(s). Excluded Item(s): _____ 67-69

- 11. **Home Warranty.** Buyer and Seller acknowledge that home warranty plans are available which may provide additional protection and benefits to Buyer and Seller. Buyer shall order a one-year home warranty as follows: 71-72
 - a. Home warranty provider: _____ 73
 - b. Seller shall pay up to \$_____ (\$0.00 if not filled in) of the cost for the home warranty, together with any included options, and Buyer shall pay any balance. 74-75
 - c. Options to be included: _____ (none, if not filled in). 76-77
 - d. Other: _____ 78

- 12. **Other.** 79
 Buyer agrees to property transferring with any/all of the contents currently on the property. Buyer can choose to keep or dispose of personal property as desired. No cleaning of the property shall be done. 80-83

DLD

11/07/2021

Buyer's Initials

Date

Buyer's Initials

Date

CP 11-821

Seller's Initials

Date

Seller's Initials

Date

**IDENTIFICATION OF UTILITIES
ADDENDUM TO PURCHASE AND SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated November 7, 2021

between Empire Home Construction LLC ("Buyer")

and Undisclosed ("Seller")

concerning 141 N Hamma Hamms Dr E Hoodspart WA 98548 (the "Property")

Pursuant to RCW 60.80, Buyer and Seller request the Closing Agent to administer the disbursement of closing funds necessary to satisfy unpaid utility charges, if any, affecting the Property. The names and addresses of all utilities providing service to the Property and having lien rights are as follows:

WATER DISTRICT: Lake Cushman Maintenance Co. lakecushmaninc.com

Name 3740 N Lake Cushman Rd e-mail or website (optional)

Address Hoodspart, WA 98548-9787 phone: (360) 877-5233

City, State, Zip n/a Fax No. (optional)

SEWER DISTRICT: Name e-mail or website (optional)

Address

City, State, Zip Fax No. (optional)

n/a

IRRIGATION DISTRICT: Name e-mail or website (optional)

Address

City, State, Zip Fax No. (optional)

n/a

GARBAGE: Name e-mail or website (optional)

Address Mason County Garbage masoncountypgarbage.com

City, State, Zip phone: 360-426-8729

n/a Fax No. (optional)

ELECTRICITY: Name e-mail or website (optional)

Address PO Box 2148

City, State, Zip phone: 360-426-8255

n/a Fax No. (optional)

GAS: Name e-mail or website (optional)

Address

City, State, Zip Fax No. (optional)

n/a

SPECIAL DISTRICT(S): Name e-mail or website (optional)

(local improvement districts or utility local improvement districts)

Address

City, State, Zip Fax No. (optional)

n/a

If the above information has not been filled in at the time of mutual acceptance of this Agreement, then (1) within _____ days (5 if not filled in) of mutual acceptance of this Agreement, Seller shall provide the Listing Broker or Buyer Broker with the names and addresses of all utility providers having lien rights affecting the Property and (2) Buyer and Seller authorize Listing Broker or Buyer Broker to insert into this Addendum the names and addresses of the utility providers identified by Seller.

Nothing in this Addendum shall be construed to diminish or alter the Seller's obligation to pay all utility charges (including unbilled charges). Buyer understands that the Listing Broker and Buyer Broker are not responsible for, or to insure payment of, Seller's utility charges.

Buyer's Initials _____ Date _____ Buyer's Initials _____ Date _____ Seller's Initials CP-11-5-21 Date _____ Seller's Initials _____ Date _____

**SEPTIC ADDENDUM TO
PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated November 07, 2021
between Empire Home Construction, LLC ("Buyer")
and Carolee Palica Guardian of Vir ("Seller")
concerning 141 N Hamma Hamma Drive E Hoodsport WA 98548 (the "Property").

THIS ADDENDUM SUPERSEDES ANY OTHER PROVISIONS OF THIS AGREEMENT RELATING TO THE ON-SITE SEWAGE SYSTEM ("OSS") SERVING THE PROPERTY, EXCEPT FOR THE PROVISIONS OF A COUNTY SPECIFIC SEPTIC ADDENDUM.

1. **Type of OSS.** The Property is served by:
 - Private Septic System
 - Shared Septic System
2. **Seller's Representations.** Seller represents that, to the best of Seller's knowledge, the OSS serving the Property (a) does not require repair other than pumping and normal maintenance; (b) does not currently violate any applicable local, state, and federal laws, standards, and regulations; and (c) has no material defects.
3. **Maintenance Records.** Seller shall deliver to Buyer the maintenance records, if available, of the OSS serving the Property within 10 days (10 days if not filled in) of mutual acceptance.
4. **County or City Inspection Requirements.** Seller shall comply with any local regulations or ordinances that may require Seller to conduct an inspection of the OSS prior to the sale of the Property.
5. **Inspection and Pumping of OSS.** Seller shall have the OSS inspected and, if the inspector determines necessary, pumped by an OSS service company at Seller's expense. Seller shall provide Buyer with a copy of the inspection report within 15 days (10 days if not filled in) of mutual acceptance. If Seller had the OSS inspected and, if necessary, pumped within 12 months (12 months if not filled in) of mutual acceptance by an OSS service company and Seller provides Buyer with written evidence thereof, including an inspection report, Seller shall have no obligation to inspect and pump the system unless otherwise required by Buyer's lender.
 - Buyer's Right to Attend Inspection.** If checked and if Seller has not already conducted an inspection, Buyer shall have the right to observe the inspection. Seller shall provide Buyer with 3 days notice of the date and time of the inspection.
6. **OSS Inspection Contingency.** This Agreement is conditioned on Buyer's subjective satisfaction of the inspection report from the OSS service company. This contingency shall be deemed waived unless Buyer gives notice of disapproval of the inspection report within 5 days (5 days if not filled in) after receipt of the inspection report. If Buyer gives timely notice of disapproval, the Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
7. **Other.**

DLD 11/07/2021

R11-8-21

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

**TITLE CONTINGENCY ADDENDUM TO
PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated November 07, 2021 1
between Empire Home Construction, LLC ("Buyer") 2
Buyer Buyer
and Carolee Paicca Guardian of Vir ("Seller") 3
Seller Seller
concerning 141 N Hamma Hamma Drive E Hoodspout WA 98548 (the "Property"). 4
Address City State Zip

1. **Title Contingency.** This Agreement is subject to Buyer's review of a preliminary commitment for title insurance, 5
together with any easements, covenants, conditions and restrictions of record. Buyer shall have _____ 6
days (5 days if not filled in) from the date of Buyer's receipt of the preliminary commitment for title insurance; 7
or mutual acceptance (from the date of Buyer's receipt, if neither box checked) to give notice of Buyer's 8
disapproval of exceptions contained in the preliminary commitment. If Buyer receives the preliminary 9
commitment before mutual acceptance, Buyer's time to review shall begin on mutual acceptance. 10
Seller shall have 5 days (5 days if not filled in) after Buyer's notice of disapproval to give Buyer 11
notice that Seller will clear all disapproved exceptions. Seller shall have until the Closing Date to clear all 12
disapproved exceptions. 13
If Seller does not give timely notice that Seller will clear all disapproved exceptions, Buyer may terminate this 14
Agreement within 3 days after the deadline for Seller's notice. In the event Buyer elects to terminate the 15
Agreement, the Earnest Money shall be returned to Buyer. If Buyer does not timely terminate the Agreement, 16
Buyer shall be deemed to have waived all objections to title, which Seller did not agree to clear. 17
2. **Supplemental Title Reports.** If supplemental title reports disclose new exception(s) to the title commitment, 18
then the above time periods and procedures for notice, correction, and termination for those new exceptions 19
shall apply to the date of Buyer's receipt of the supplemental title report. The Closing date shall be extended as 20
necessary to accommodate the foregoing times for notices. 21
3. **Marketable Title.** This Addendum does not relieve Seller of the obligation to provide marketable title at Closing 22
as provided for in the Agreement. 23

<u>DLD</u>	<u>11/07/2021</u>			<u>CP 11-8-21</u>			
Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date	Seller's Initials	Date

ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated _____ 1
between _____ ("Buyer") 2
Buyer Buyer
and **Undisclosed** _____ ("Seller") 3
Seller Seller
concerning **141** **N Hamma Hamma Dr E** **Hoodspout** **WA 98548** (the "Property") 4
Address City State Zip

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS:

Ownership shall transfer as Assignment of Lease.

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ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged.

31

 _____
11/27/21
Buyer's Initials Date Buyer's Initials Date
CP 115-21 _____
Seller's Initials Date Seller's Initials Date

**INSPECTION ADDENDUM TO
PURCHASE AND SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated November 07, 2021 1
between Empire Home Construction, LLC ("Buyer") 2
Buyer Buyer
and Carolee Pailca Guardian of Vir ("Seller") 3
Seller Seller
concerning 141 N Hamma Hamma Drive E Hoodspport WA 98548 (the "Property"). 4
Address City State Zip

1. **INSPECTION CONTINGENCY.** This Agreement is conditioned on Buyer's subjective satisfaction with inspections of the Property and the improvements on the Property. Buyer's inspections may include, at Buyer's option and without limitation, the structural, mechanical and general condition of the improvements to the Property, compliance with building and zoning codes, an inspection of the Property for hazardous materials, a pest inspection, and a soils/stability inspection. Buyer's general home inspection must be performed by Buyer or a person licensed under RCW 18.280. Buyer may engage specialists (e.g. plumbers, electricians, roofers, etc.) to conduct further inspections of the Property.
 - a. **Sewer Inspection.** Buyer's inspection of the Property may; may not (may, if not checked) include an inspection of the sewer system, which may include a sewer line video inspection and assessment and may require the inspector to remove toilets or other fixtures to access the sewer line.
2. **BUYER'S OBLIGATIONS.** All inspections are to be (a) ordered by Buyer, (b) performed by inspectors of Buyer's choice, and (c) completed at Buyer's expense. Buyer shall not alter the Property or any improvements on the Property without first obtaining Seller's permission. Buyer is solely responsible for interviewing and selecting all inspectors. Buyer shall restore the Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf.
3. **BUYER'S NOTICE.** This inspection contingency shall conclusively be deemed waived and Seller shall not be obligated to make any repairs or modifications unless within 10 days (10 days if not filled in) after mutual acceptance of this Agreement (the "Initial Inspection Period"), Buyer gives notice (a) approving the inspection and waiving this contingency; (b) disapproving the inspection and terminating the Agreement; (c) that Buyer will conduct additional inspections; or (d) proposing repairs to the property or modifications to the Agreement. If Buyer disapproves the inspection and terminates the Agreement, the Earnest Money shall be refunded to Buyer. If Buyer proposes repairs to the property or modifications to the Agreement, including adjustments to the purchase price or credits for repairs to be performed after Closing, the parties shall negotiate as set forth in Paragraph 6, below. The parties may use NWMLS Form 35R to give notices required by this Addendum.
4. **INSPECTION REPORT.** Buyer shall not provide the inspection report, or portions of the report, to Seller, unless Seller requests otherwise or as required by Paragraph 5.
 - a. **Waiver of Contingency by Buyer.** If Buyer provides any portion of the inspection report to Seller without Seller's prior written consent or as required by Paragraph 5, the inspection contingency shall conclusively be deemed waived.
 - b. **Seller Consent.** The selection of either checkbox below by Seller shall not be considered a counteroffer.
 - Seller requests that Buyer provide the inspection report to Seller.
 - If Buyer requests repairs or modifications to the Agreement, Seller requests that Buyer provide to Seller only the portions of the inspection report related to the requested repairs or modifications to the Agreement.
5. **ADDITIONAL TIME FOR INSPECTIONS.** If an inspector so recommends, Buyer shall have additional time to obtain further evaluation of any item by a specialist at Buyer's option and expense if, on or before the end of the Initial Inspection Period, Buyer provides Seller a copy of the inspector's recommendation and notice that Buyer will seek additional inspections. If Buyer gives timely notice of additional inspections, Buyer shall have 5 (5 days if not filled in) after giving the notice to obtain the additional inspection(s) as recommended by the inspector.

<u>DLD</u>	<u>11/07/2021</u>	<u>CP</u>	<u>11-8-21</u>
Buyer's Initials	Date	Seller's Initials	Date

**INSPECTION ADDENDUM
TO PURCHASE AND SALE AGREEMENT**
Continued

- 6. BUYER'S REQUESTS FOR REPAIRS OR MODIFICATIONS.** If Buyer requests repairs or modifications pursuant to Paragraph 3, the parties shall negotiate as set forth in this Paragraph 6. Buyer's initial request and Seller's response made in accordance with the following procedures are irrevocable for the time period provided.
- a. Seller's Response to Request for Repairs or Modifications.** Seller shall have 3 days (3 days if not filled in) after receipt of Buyer's request for repairs or modifications to give notice that Seller (i) agrees to the repairs or modifications proposed by Buyer; (ii) agrees to some of the repairs or modifications proposed by Buyer; (iii) rejects all repairs or modifications proposed by Buyer; or (iv) offers different or additional repairs or modifications. If Seller agrees to the terms of Buyer's request for repairs or modifications, this contingency shall be satisfied and Buyer's Reply shall not be necessary. If Seller does not agree to all of Buyer's repairs or modifications, Buyer shall have an opportunity to reply, as follows:
- b. Buyer's Reply.** If Seller does not agree to all of the repairs or modifications proposed by Buyer, Buyer shall have 3 days (3 days if not filled in) from either the day Buyer receives Seller's response or, if Seller fails to timely respond, the day Seller's response period ends, whichever is earlier, to (i) accept the Seller's response at which time this contingency shall be satisfied; (ii) agree with the Seller on other remedies; or (iii) disapprove the inspection and terminate the Agreement, in which event, the Earnest Money shall be refunded to Buyer.
- ATTENTION BUYER:** These time periods for negotiating repairs or modifications shall not repeat. The parties must either reach a written agreement or Buyer must terminate this Agreement by the Buyer's Reply deadline set forth in Paragraph 6(b). Buyer's inaction during Buyer's reply period shall result in waiver of this inspection condition, in which case Seller shall not be obligated to make any repairs or modifications whatsoever and this contingency shall be deemed waived.
- 7. REPAIRS.** If Seller agrees to make the repairs proposed by Buyer, then repairs shall be accomplished at Seller's expense in a commercially reasonable manner and in accordance with all applicable laws no fewer than 3 days (3 days if not filled in) prior to the Closing Date. In the case of hazardous materials, "repair" means removal or treatment (including but not limited to removal or, at Seller's option, decommissioning of any oil storage tanks) of the hazardous material at Seller's expense as recommended by and under the direction of a professional selected by Seller. Seller's repairs are subject to re-inspection and approval, prior to Closing, by the inspector who recommended the repair, if Buyer elects to order and pay for such re-inspection. If Buyer agrees to pay for any repairs prior to Closing, the parties are advised to seek the counsel of an attorney to review the terms of that agreement.
- 8. OIL STORAGE TANKS.** Any inspection regarding oil storage tanks or contamination from such tanks shall be limited solely to determining the presence or non-presence of oil storage tanks on the Property, unless otherwise agreed in writing by Buyer and Seller.
- 9. ON-SITE SEWAGE DISPOSAL SYSTEMS ADVISORY.** Buyer is advised that on-site sewage disposal systems, including "septic systems," are subject to strict governmental regulation and occasional malfunction and even failure. Buyer is advised to consider conducting an inspection of any on-site sewage system in addition to the inspection of the Property provided by this Form 35 by including an appropriate on-site sewage disposal inspection contingency such as NWMLS Form 22S (Septic Addendum).
- 10. NEIGHBORHOOD REVIEW CONTINGENCY.** If the box is checked, Buyer's inspection includes Buyer's subjective satisfaction that the conditions of the neighborhood in which the Property is located are consistent with the Buyer's intended use of the Property (the "Neighborhood Review"). The Neighborhood Review may include Buyer's investigation of the schools, proximity to bus lines, availability of shopping, traffic patterns, noise, parking and investigation of other neighborhood, environmental and safety conditions the Buyer may determine to be relevant in deciding to purchase the Property. If Buyer does not give notice of disapproval of the Neighborhood Review within (3 days if not filled in) of mutual acceptance of the Agreement, then this Neighborhood Review condition shall conclusively be deemed satisfied (waived). If Buyer gives a timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

DD 11/07/2021

Buyer's Initials

Date

Buyer's Initials

Date

CP 11-821

Seller's Initials

Date

Seller's Initials

Date

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 117, Lake Cushman No. 6, Volume 7 of Plats, page 9, 10 and 11, records of Mason County,
Washington.

CP - 115-21



ATTACHMENT 3
HOME INSPECTION REPORT

HOME INSPECTION REPORT

(INCLUDING A WOOD DESTROYING ORGANISM (WDO) REPORT)



141 N Hamma Hamma Dr E, Hoodspport, WA

Inspection Date:
10-22-21

Prepared For:
Chris Hanson

Prepared By:
A-Pro Home Inspection Service
855 Trosper Rd #108-349
Tumwater, WA 98512

360-866-2776
360-866-8766 Fax
Aprowa@comcast.net

Report Number:
21-0423, ICN #11484BH003

Inspector:
John Brinton, CHI, PHI
WSLHI #438
WSDA #65546

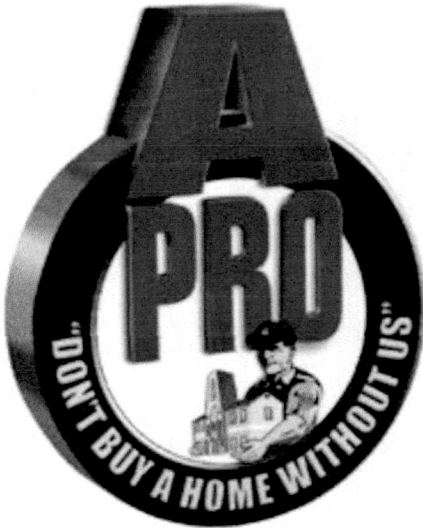


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REPORT OVERVIEW

THE HOUSE IN PERSPECTIVE

This is a 24 year old manufactured home. Some of the systems of the home are aging and will require updating over time. As with all homes, ongoing maintenance is also required. Please remember that there is no such thing as a perfect home. **Additional investigations into the findings in this report are needed to determine the extent of the damage to the home and the costs to make these repairs.**

The home was occupied / furnished at the time of the inspection. Furniture, personal belongings, and storage can conceal damage, and limited the inspection. Only visible areas of the home were inspected. Additional issues may be revealed once the occupant vacates the home. It is recommended that a walk through of the home be performed prior to closing.

KEYS USED IN THIS REPORT

For your convenience, the following keys have been used in this report.

- **Major Concern:** Denotes a major system or component which is considered significantly deficient or is inoperable. Significant deficiencies need to be corrected and, are likely to involve significant expense. This also may denote a *Wood Destroying Organisms (WDO) condition such as, subterranean termites, dampwood termites, carpenter ants, moisture ants, wood boring beetles of the family Anobiidae, and/or wood decay fungus (rot) typically needing further investigation, repair, and/or treatment by a licensed pest control applicator.*
- **Safety Issue:** Denotes an observation or recommendation that is considered an immediate safety concern.
- **Improve:** Denotes a system or component which is missing, damaged, and/or inoperable which needs corrective action or repair to assure proper and reliable function. This may also denote a *Conducive Condition* such as, but not limited to, inadequate clearances, earth to wood contact, conducive debris in the crawl space, inadequate ventilation, excessive moisture, vegetation in contact with structure, bare ground in the crawl space, and/or a restricted or non-functioning gutter/drainage system.
- **Monitor:** Denotes items that have reached or are reaching their normal life expectancy or show indications that they may require repair or replacement anytime during the next five (5) years.

Note: Observations listed under "Discretionary Improvements" are not essential repairs, but represent logical long-term improvements.

IMPROVEMENT RECOMMENDATION HIGHLIGHTS

The following is a synopsis of the potentially significant improvements that should be budgeted for over the short term. Other significant improvements, outside the scope of this inspection, may also be necessary. Please refer to the body of this report for further details on these and other recommendations.

1. Remodeling / Additions

- **Major Concern:** There has been a porch cover attached to the home. Any time something (deck, porch/deck cover, etc.) is attached to a manufactured home, a permit and inspection must be obtained from the Department of Labor & Industries. It should be verified that proper permitting / inspections were obtained when the attachments were made to the home. The verification of proper permitting, inspections, and code compliance is outside the scope of this inspection. It is recommended that the buyer verify these facts to their satisfaction prior to closing.

2. Floors

- **Major Concern:** There has been significant water damage to the primary bedroom and bathroom floor. Further investigation and dismantling of the floors and walls in this area will be needed to determine the extent of the damage and the repairs needed. It is recommended that a qualified contractor be consulted to further evaluate this condition and the remedies available for correction.

3. Exterior Walls

- **Major Concern:** The exterior wall adjacent to the kitchen window shows evidence of substantial rot. Due to the extent of the damage it appears that there is damage to the siding and potentially the wall structure and ends of the floor structure. Further investigation will be needed to determine the extent of the damage. Damaged wood should be repaired or replaced and the conditions that have promoted the rot should be remedied.

4. Roof Structure

- **Major Concern:** Evidence of condensation (in the form of fungal growth / mold / mildew) was observed on the underside of the roof sheathing above the damaged area of the ceiling. This condition can weaken the sheathing and ultimately necessitate replacement. The identification of the organism(s) is beyond the scope of this home inspection. Mold, mildew, fungus and other toxic organisms commonly occur in areas that show evidence of, or have the potential for, leaking, moisture intrusion and/or inadequate ventilation. Any area or item exhibiting such conditions can be a health hazard to some people. In some cases, the condensation and mildew is the result of an aging roof, accumulation of moss or debris on the roof, or the result of current or prior roof leaks. This area should be investigated by a qualified contractor familiar with mildew and fungus. All damaged or affected wood, or wood product, should be removed, or properly treated. If needed, a Certified Industrial Hygienist should be contacted to determine if there exists an ongoing climate for incubation or microbial contamination. It is also recommended that steps be taken to eliminate this climate.

5. Sloped Roofing

- Monitor / Improve:** The starter row at the edge of the roofing has been installed incorrectly. While this may not affect the function of the roof or starter row it implies that the roof may not have been installed by a qualified contractor.
- Improve:** The roofing is considered to be in good condition. There is debris accumulating on the roof. The roof should be properly cleaned.

6. Roof Vents

- **Improve:** There is a rusting roof vent. The vent should be painted with a rust inhibiting paint.

7. Gutters & Downspouts

- **Improve:** The downspout(s) should discharge water at least five (5) feet from the house. Storm water should be encouraged to flow away from the foundation at the point of discharge. An elbow and properly sloped splash block, or drainage system, should be provided at the base of all downspouts.

8. Exterior Walls

- Improve:** Vegetation growing on or within 6 inches of exterior walls should be trimmed and kept trimmed away from siding, window trims, and the eaves.
- Improve:** The siding should be caulked. Caulking should be provided where the siding meets trim boards, window frames, doorframes, siding end joints, and exposed nail heads. As the home ages the caulking on the exterior of the home should be repaired or replaced as needed. This is an annual maintenance item that should be done in the summer months.
- Improve:** The paint on the exterior of the home (siding and /or trim) needs touch up painting in several areas. All areas of the exterior should be kept properly painted / sealed.
- Monitor / Improve:** There is no flashing along the top of the lower band board, and the caulking has deteriorated. This condition can allow for water infiltration to occur behind the trim. It is important to maintain caulking and paint along the top of the trim or to install flashing along the top of the band board. Determining if there is any damage in the concealed area behind the band board is beyond the scope of this visual inspection.

9. Windows - Exterior

- **Improve:** Damaged and/or missing screens were noted on windows. Any damage or missing screens should be repaired or replaced.

10. Exterior Doors

- **Improve:** A pet door has been installed in the side exterior door. This pet door has compromised the structure, security, and fire rating of the door. It is recommended that the door be properly repaired or replaced.

11. Lot Drainage

- **Improve:** Some of the crawl space vents are at or below ground level. Vent wells should be provided for any crawl space vent that is below ground level to help prevent storm water from accessing the crawl space. Alternatively, the ground around the vents can be lowered to prevent ground water from entering the crawl space vents. The ground should slope away from the house at a rate of one inch per foot for at least the first ten feet. Ideally, at least eight (8) inches of clearance should be maintained between soil level and the top of the foundation walls.

12. Front Porch

- **Improve:** The front porch should be painted or stained to improve durability.

13. Furnace

- **Improve:** The heating system appears to need servicing. There is no evidence that there has been a recent servicing of the equipment. It would be advisable to inquire with the existing homeowner as to its last servicing. If it has been longer than twelve (12) months then the system needs to be checked by a licensed mechanical contractor prior to closing.

14. Supply Air Ductwork

- **Improve:** Debris was noted in the heat ducts. Duct cleaning is recommended.

15. Wall / Ceiling Finishes

- Improve:** Significant wear and tear was noted on the interior finishes of the home. Painting /cleaning / repair to the interior finishes is needed.
- Improve:** The ceiling in the rear center bedroom is damaged. This appears to be from a tree hitting the roof. The ceiling and insulation should be repaired as needed.

16. Floors

- **Improve:** The carpet is stained. Cleaning the carpets may help to remove some or all of the stains. Ultimately all floor coverings in the home will need to be replaced.

17. Interior Doors

- **Improve:** There are several missing interior doors. All missing doors should be replaced.

18. Electric Range

- **Safety Issue:** The burners on the electric range do not function properly. The burners are not controlled by the proper knob. The range should be repaired or replaced.

19. Carbon Monoxide Detectors

- **Safety Issue:** It is recommended that carbon monoxide alarms be installed in the house. The alarms may be battery operated or hard wired, and can be purchased from a variety of sources. The alarms should be installed: (1) outside of each separate sleeping area in the immediate vicinity of each bedroom; (2) on each level of the dwelling; and (3) in accordance with the manufacturer's recommendations. Carbon monoxide is a colorless, odorless gas that can result from a faulty fuel burning furnace, range, water heater, space heater or wood stove.

20. Dishwasher

- Improve:** The dishwasher is loose and should be properly secured to the counter.
- Improve:** For proper operation, the dishwasher waste line should loop above the connection point below the kitchen sink.

21. Kitchen Exhaust Hood

- **Improve:** The kitchen exhaust hood fan is inoperative and should be repaired or replaced.

22. Smoke Detectors

- **Safety Issue:** The smoke detectors appear to be older and may be out of date. Smoke detectors should be checked and replaced as needed (per most manufactures recommendation smoke detectors should be replaced every ten years). The batteries in all detectors should be replaced upon taking ownership of the home.

SUMMARY WOOD DESTROYING ORGANISMS (WDO) FINDINGS

	YES / NO
Visible evidence of the presence of wood destroying insects:	<input type="checkbox"/> <input checked="" type="checkbox"/>
Visible evidence of the presence of wood decay fungi:	<input checked="" type="checkbox"/> <input type="checkbox"/>
Visible evidence of damage from wood destroying organisms: (Wood decay fungi).	
Neither the inspector, nor the inspection firm, shall be liable for any corrective actions or repairs related to this, or any concealed damage.	<input checked="" type="checkbox"/> <input type="checkbox"/>
Visible evidence of conditions conducive for wood destroying organisms:	<input checked="" type="checkbox"/> <input type="checkbox"/>

THE SCOPE OF THE WDO INSPECTION

I. WOOD DESTROYING ORGANISM INSPECTION STANDARDS of the WASHINGTON STATE PEST CONTROL ASSOCIATION COMPLETE WOOD DESTROYING ORGANISM (WDO) INSPECTION REPORT. This report is prepared from an inspection conducted by a Washington State Department of Agriculture licensed Structural Pest Inspector in accordance with Washington Administrative Code 16-228-2005 through 2045. Opinions contained herein are based on conditions visible and evident at the time of the inspection. This report does not warrant, represent, or guarantee that the structure reported on is free from evidence of WDO's, their damage, or conditions conducive to WDO's, nor does it represent or guarantee that the total damage, infestation, or infection is limited to that disclosed in this report.

II. INSPECTION PROCEDURES

The inspector shall make a thorough inspection, using accepted methods and practices, of the subject structure to render an opinion on the presence of or damage from WDO's as well as conditions conducive to such WDO's. **AREAS INSPECTED** shall include: structural exterior (accessible both visibly and physically to an inspector at ground level); accessible structure interior; accessible sub structural crawl space(s); garages, carports, and decks which are attached to the structure. Deck inspection shall include; railings, wooden steps, and accessible wooden surface materials, as well as, deck substructures which are accessible (those with at least a 5' soil to joist clearance or elevated decks which can be suitably reached using a 6' step ladder).

WOOD DESTROYING ORGANISMS shall include: subterranean termites, Dampwood termites, carpenter ants, moisture ants, wood boring beetles of the family Anobiidae, and wood decay fungus (rot). The inspector will not assume any responsibility for WDO's that were not detected during their dormant season. When evidence of moisture ants, Dampwood termites, wood infesting anobiids, or wood decay fungi is detected during a complete WDO inspection, the inspector must identify and report the condition(s) conducive to such infestations. It must be stated in the report that such infestations may be eliminated by removal of all infested wood and correction of any contributing conducive conditions.

CONDUCTIVE CONDITIONS, as determined by the inspector, shall include, but not be limited to: inadequate clearance, earth to wood contact, conducive debris in the crawl space, inadequate ventilation, excessive moisture, vegetation contact with the structure, bare ground in the crawl space, existing or seasonal standing water in the crawl space, failed caulking or grout in water splash areas, and/or restricted or non-functioning gutter systems.

III. LIMITATIONS OF INSPECTIONS.

The inspecting firm shall not be held responsible by any party for any condition or consequence of WDO's, which is beyond the scope of this inspection. The scope, defined in section II. **INSPECTION PROCEDURES** is limited as follows;

- (a) **INACCESSIBLE AREAS:** Certain areas of a structure, which are inaccessible by their nature, may be subject to infestation by WDO's yet cannot be inspected without excavation or unless physical obstructions are removed. Such areas include, but are not limited to: wall voids, spaces between floors; substructures concealed by sub-floor insulation or those with inadequate clearance; floors beneath coverings; sleeper floors; areas concealed by furniture, appliances, and/or personal possessions; and deck substructures with less than 5' clearance.
- (b) **ROOF SYSTEMS AND ATTIC AREAS:** Roof systems, roof covering, and attic areas are excluded from this report. This report may note, at the discretion of the inspector, visual evidence of infestation and/or infections of WDO's in the portions of the eaves that are visible and accessible from the ground. No opinion is rendered nor guarantee implied concerning the watertight integrity, the condition, or future life of the roof system. Any comment(s) made regarding an obvious condition of (a) component(s) of the roof system or attic space(s) shall

not imply an extension to the scope of this inspection. If a more qualified opinion is desired, the services of a licensed roof system professional should be obtained.

- (c) **SHEDS AND OUTBUILDINGS:** Sheds, garages, carports, decks, or other structures, which are not attached to the main structure by a permanent roof system or foundation, are excluded from this report, breezeways, deck and/or patio covers, or other non-permanent/original roof structures do not constitute an attachment to the home, unless specifically noted. The inspecting firm reserves the right to charge additionally to inspect any unattached structures. Any comment(s) made regarding an obvious condition of a shed, detached garage, carport, deck, or shed component shall not imply an extension to the scope of this inspection.
- (d) **CLIMATIC LIMITATIONS:** In certain geographical areas of Washington State where wet climate is common and due to their construction and materials, structures may be subject to conditions from normal weathering. Such conditions as cracking, checking, and/or warpage on doors, window casings, siding, and non-supporting wooden members shall not be reported on inspection reports except at the discretion of the inspector. Inspectors are not required to report on any wood-destroying organism infestation, infection, or other condition that might be subject to seasonal constraints or environmental conditions if evidence of those constraints or conditions is not visible at the time of the inspection.
- (e) **MOLD:** Molds, mildews, and other fungal growth (except wood decay fungi) shall be reported on only to the extent that they indicate an excessive moisture condition which may be conducive to WDO's. The inspector is not liable or responsible for determining the type of mold, mildew, or other fungi present, nor shall the inspector be liable or responsible for determining the possible health hazards associated with the presence of molds, mildews, or other fungi. This report is not, nor shall the inspector perform a mold inspection or investigation. If a more qualified opinion is desired, the services of a toxicologist or certified industrial hygienist should be obtained.
- (f) **STRUCTURAL ASSESSMENT:** While it may be possible for the inspector to note damaged materials, neither the inspector nor the inspection firm is liable or responsible in any way to determine the structural integrity of any building materials. If a more qualified opinion is desired, the services of a licensed, qualified contractor or structural engineer should be obtained.
- (g) **REMAINING EVIDENCE:** In certain situations, it may not be practical to eliminate all evidence of previous WDO activity (e.g., carpenter ant frass, insect parts, or subterranean termite scaling), or evidence of conducive conditions, (e.g. water staining). Although noted, this evidence may remain after corrections have been made or if it is the inspector's opinion that evidence is from inactive WDO's and no corrections are recommended. Neither the inspector nor the inspecting firm shall be liable or responsible for any corrective action required by future inspections in regards to this remaining evidence.

IV. REPORTS The inspecting firm shall not issue any complete wood destroying organism inspection report unless a Washington State Department of Agriculture licensed structural pest inspector from that firm has made a careful and thorough inspection of the structure in conformance with and subject to the limitations within these standards. Reports shall include a diagram and a description of the findings to help identify locations of the findings as well as inaccessible areas not identified in III (a) of these standards.

V. WORK RECOMMENDATIONS AND TREATMENTS

- (a) **NO WARRANTIES OF CORRECTIVE WORK:** Neither the inspector nor the inspecting firm will evaluate or warrant the quality of workmanship, the compliance with any applicable building codes, nor the suitability for use of any repairs, corrections, or treatments recommended within this report. Compliance with Washington State pesticide application laws and applicable building codes (current revisions) is the responsibility of the property owner and those performing the work. It is strongly recommended that those parties performing any corrections or treatments be licensed, bonded, and qualified professionals providing warranted services.
- (b) **CONDITIONS REVEALED DURING THE PERFORMANCE OF RECOMMENDATIONS:** Should any WDO, damage, or conducive condition be revealed during the performance of any recommendations, whether performed by the owner, the purchaser, a contractor, or any other party in interest, the inspecting firm must be notified of such, and be given a reasonable opportunity for re-inspecting and determining the need for any additional corrective measures before such conditions are covered. The owner, the purchaser, or any other person performing the work shall be responsible for notifying the inspector. Nothing contained herein shall prevent the inspecting firm from assessing additional charges for each additional inspection.

NOTE: The Washington State Pest Control Association (WSPCA), as a service to inspection firms, has developed this form and these Standards of Practice. By doing so, the WSPCA does not certify that the inspecting firm is a member of the WSPCA or that the inspector is qualified to perform the inspection. The WSPCA shall not be a party to any claim or action by the buyer, seller, or other interested party against the inspection firm solely by reason of making this report form and these Standards of Practice available for use.

THE SCOPE OF THE INSPECTION

All components designated for inspection in the ISHI® Inspector Standards are inspected, except as may be noted in the "Limitations of Inspection" sections within this report. The ISHI® Inspector Standards can be found at the end of this report and are made part of the inspection.

This inspection is visual only. A representative sample of building components is viewed in areas that are accessible at the time of the inspection only. No destructive testing or dismantling of building components is performed.

It is the goal of the inspection to put a homebuyer in a better position to make a buying decision. Not all improvements will be identified during this inspection. Unexpected repairs should still be anticipated. The inspection should not be considered a guarantee or warranty of any kind.

Please refer to the pre-inspection contract for a full explanation of the scope of the inspection.

It is strongly recommended that a Homeowner's Warranty or service contract be purchased to cover the operation of Appliances, the Electrical System, the Air Conditioning System (s), Heating System(s), and the Plumbing System.

Verification of compliance with current or past Building Code and/or Zoning Regulations or requirements is outside the scope of this inspection.

This inspector is not qualified to detect the presence of Chinese Drywall. Accordingly the issue of Chinese Drywall (and its potential problems) is beyond the scope of the inspection report.

Please refer to the ISHI® Inspector Standards and the inspection authorization and agreement for a full explanation of the scope of the inspection.

WEATHER CONDITIONS

Mixed weather conditions prevailed at the time of the inspection. Mixed weather conditions have been experienced in the days leading up to the inspection.

STRUCTURAL / FOUNDATION

DESCRIPTION OF STRUCTURAL / FOUNDATION COMPONENTS

Foundation:	•Piers •Crawl Space Configuration •Embedded Tie Downs
Columns:	•Concrete Block
Floor Structure:	•Metal Beams •Wood Joist
Wall Structure:	•Wood Frame
Roof Structure:	•Trusses •Not Visible
Attic Method of Inspection:	•No Access
Crawlspace Method of Inspection:	•Entered

STRUCTURAL / FOUNDATION COMPONENT OBSERVATIONS

General Comments

A licensed general contractor should be consulted to undertake the improvements recommended below.

RECOMMENDATIONS / OBSERVATIONS

Remodeling / Additions

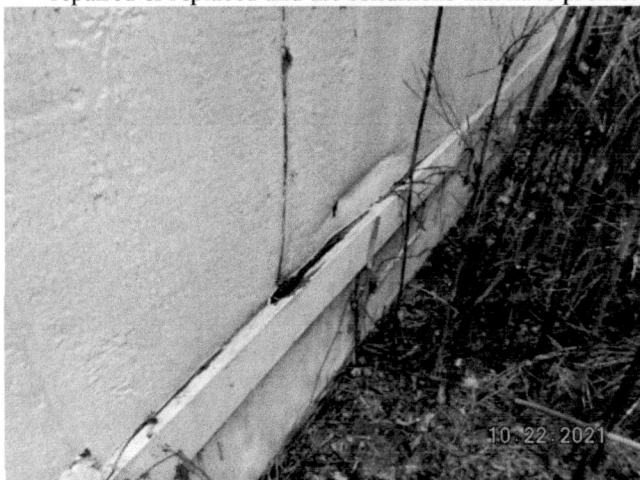
- **Major Concern:** There has been a porch cover attached to the home. Any time something (deck, porch/deck cover, etc.) is attached to a manufactured home, a permit and inspection must be obtained from the Department of Labor & Industries. It should be verified that proper permitting / inspections were obtained when the attachments were made to the home. The verification of proper permitting, inspections, and code compliance is outside the scope of this inspection. It is recommended that the buyer verify these facts to their satisfaction prior to closing.

Floors

- **Major Concern:** There has been significant water damage to the primary bedroom and bathroom floor. Further investigation and dismantling of the floors and walls in this area will be needed to determine the extent of the damage and the repairs needed. It is recommended that a qualified contractor be consulted to further evaluate this condition and the remedies available for correction.

Exterior Walls

- **Major Concern:** The exterior wall adjacent to the kitchen window shows evidence of substantial rot. Due to the extent of the damage it appears that there is damage to the siding and potentially the wall structure and ends of the floor structure. Further investigation will be needed to determine the extent of the damage. Damaged wood should be repaired or replaced and the conditions that have promoted the rot should be remedied.



Roof Structure

- **Major Concern:** Evidence of condensation (in the form of fungal growth / mold / mildew) was observed on the underside of the roof sheathing above the damaged area of the ceiling. This condition can weaken the sheathing and ultimately necessitate replacement. The identification of the organism(s) is beyond the scope of this home inspection. Mold, mildew, fungus and other toxic organisms commonly occur in areas that show evidence of, or have the potential for, leaking, moisture intrusion and/or inadequate ventilation. Any area or item exhibiting such conditions can be a health hazard to some people. In some cases, the condensation and mildew is the result of an aging roof, accumulation of moss or debris on the roof, or the result of current or prior roof leaks. This area should be investigated by a qualified contractor familiar with mildew and fungus. All damaged or affected wood, or wood product, should be removed, or properly treated. If needed, a Certified Industrial Hygienist should be contacted to determine if there exists an ongoing climate for incubation or microbial contamination. It is also recommended that steps be taken to eliminate this climate.

Wood Boring Insects

- **Monitor:** This home is situated in an area known for wood destroying insect activity. Wood destroying insects can do a substantial amount of damage to the wood structural components of a home. Several steps can be taken to reduce the risk of a wood destroying insect problem. Any form of wood/soil contact should be avoided. Controlling dampness in the soil around the perimeter of a home, including below porches and in crawl spaces, is recommended. Preventive chemical treatment, performed by a licensed pest control specialist, is also advisable.

LIMITATIONS OF STRUCTURAL / FOUNDATION COMPONENT INSPECTION

As prescribed in the inspection authorization and agreement, this is a visual inspection only. Assessing the structural integrity of a building is beyond the scope of a standard home inspection. A certified Licensed Professional Engineer (P.E.) is recommended where there are structural concerns about the building. Inspection of structural components was limited by (but not restricted to) the following conditions:

- Structural components concealed behind finished surfaces could not be inspected.
- Only a representative sampling of visible structural components were inspected.
- Furniture and/or storage restricted access to some structural components.

Please refer to the ISHI[®] Inspector Standards for a full explanation of the scope of the inspection.

ROOFING

DESCRIPTION OF ROOFING

Roof Covering:	•Composite Shingle
Roofing Layers:	•One
Gutters and Downspouts:	•Aluminum •Downspouts discharge above grade
Method of Inspection:	•Walked on roof

ROOFING OBSERVATIONS

General Comments

A licensed roofing contractor should be consulted to undertake the roofing related improvements recommended in this report.

RECOMMENDATIONS / OBSERVATIONS

Sloped Roofing

- **Monitor / Improve:** The starter row at the edge of the roofing has been installed incorrectly. While this may not affect the function of the roof or starter row it implies that the roof may not have been installed by a qualified contractor.
- **Improve:** The roofing is considered to be in good condition. There is debris accumulating on the roof. The roof should be properly cleaned.

Roof Vents

- **Improve:** There is a rusting roof vent. The vent should be painted with a rust inhibiting paint.



Gutters & Downspouts

- **Improve:** The downspout(s) should discharge water at least five (5) feet from the house. Storm water should be encouraged to flow away from the foundation at the point of discharge. An elbow and properly sloped splash block, or drainage system, should be provided at the base of all downspouts.

LIMITATIONS OF ROOFING INSPECTION

As prescribed in the inspection authorization and agreement, this is a visual inspection only. Roofing life expectancies can vary depending on several factors. Any estimates of remaining life are approximations only. This assessment of the roof does not preclude the possibility of leakage. Leakage can develop at any time and may depend on rain intensity, wind direction, ice build up, etc. The inspection of the roofing system was limited by (but not restricted to) the following conditions:

- The entire underside of the roof sheathing is not inspected for evidence of leakage.
- Evidence of prior leakage may be disguised by interior finishes.

Please refer to the ISHI[®] Inspector Standards for a full explanation of the scope of the inspection.

EXTERIOR

DESCRIPTION OF EXTERIOR

Wall Cladding:	•Composite
Exterior Doors:	•Metal
Window/Door Frames and Trim:	•Vinyl
Porches, Decks, and Steps:	•Wood

EXTERIOR OBSERVATIONS

General Comments

A licensed general contractor should be consulted to undertake the improvements recommended below.

RECOMMENDATIONS / OBSERVATIONS

Exterior Walls

- **Improve:** Vegetation growing on or within 6 inches of exterior walls should be trimmed and kept trimmed away from siding, window trims, and the eaves.
- **Improve:** The siding should be caulked. Caulking should be provided where the siding meets trim boards, window frames, doorframes, siding end joints, and exposed nail heads. As the home ages the caulking on the exterior of the home should be repaired or replaced as needed. This is an annual maintenance item that should be done in the summer months.
- **Improve:** The paint on the exterior of the home (siding and /or trim) needs touch up painting in several areas. All areas of the exterior should be kept properly painted / sealed.
- **Monitor / Improve:** There is no flashing along the top of the lower band board, and the caulking has deteriorated. This condition can allow for water infiltration to occur behind the trim. It is important to maintain caulking and paint along the top of the trim or to install flashing along the top of the band board. Determining if there is any damage in the concealed area behind the band board is beyond the scope of this visual inspection.



Windows - Exterior

- **Improve:** Damaged and/or missing screens were noted on windows. Any damage or missing screens should be repaired or replaced.

Exterior Doors

- **Improve:** A pet door has been installed in the side exterior door. This pet door has compromised the structure, security, and fire rating of the door. It is recommended that the door be properly repaired or replaced.



Lot Drainage

- **Improve:** Some of the crawl space vents are at or below ground level. Vent wells should be provided for any crawl space vent that is below ground level to help prevent storm water from accessing the crawl space. Alternatively, the ground around the vents can be lowered to prevent ground water from entering the crawl space vents. The ground should slope away from the house at a rate of one inch per foot for at least the first ten feet. Ideally, at least eight (8) inches of clearance should be maintained between soil level and the top of the foundation walls.

Front Porch

- **Improve:** The front porch should be painted or stained to improve durability.

LIMITATIONS OF EXTERIOR INSPECTION

As prescribed in the inspection authorization and agreement, this is a visual inspection only. The inspection of the exterior was limited by (but not restricted to) the following conditions:

- A representative sample of exterior components was inspected.
- The inspection does not include an assessment of geological conditions and/or site stability.
- Decks with less than five (5) feet of clearance from the ground are outside the scope of this inspection but may be referenced as a courtesy only.

Please refer to the ISHI[®] Inspector Standards for a full explanation of the scope of the inspection.

ELECTRICAL SYSTEM

DESCRIPTION OF ELECTRICAL SYSTEM

Size of Electrical Service:	•120/240 Volt Main Service - Service Size: 200 Amp
Service Entrance Wires:	•Underground
Service Ground:	•Copper
Main Distribution Panel:	•Breakers
Distribution Wiring:	•Copper
Receptacles:	•Grounded
Ground Fault Circuit Interrupters:	•Electrical Panel •Bathroom(s) •Kitchen

ELECTRICAL SYSTEM OBSERVATIONS

General Comments

The size of the electrical service is sufficient for typical single family needs. All 3-prong outlets that were tested were appropriately grounded. Ground fault circuit interrupter (GFCI) devices have been provided in some areas of the home. These devices are extremely valuable, as they offer an extra level of shock protection. Dedicated 220 volt circuits have been provided for all 220 volt appliances within the home.

LIMITATIONS OF ELECTRICAL SYSTEM INSPECTION

As prescribed in the inspection authorization and agreement, this is a visual inspection only. The inspection does not include low voltage systems, telephone wiring, intercoms, alarm systems, TV cable, timers or smoke detectors. The inspection of the electrical system was limited by (but not restricted to) the following conditions:

- Electrical components concealed behind finished surfaces could not be inspected.
- Only a representative sampling of outlets and light fixtures were tested.
- Furniture and/or storage restricted access to some electrical components.
- Electrical circuits are not load (capacity) tested.
- 220 / 240 Volt plugs are not tested and are outside the scope of this inspection.

Please refer to the ISHI[®] Inspector Standards for a full explanation of the scope of the inspection.

HEATING SYSTEM

DESCRIPTION OF HEATING SYSTEM

Primary Energy Source:	•Electricity
Heating System Type:	•Forced Air
Heat Distribution Methods:	•Ductwork
Operating Controls:	•Wall Thermostat

HEATING SYSTEM OBSERVATIONS

General Comments

As is not uncommon in homes of this age and location, the heating system is older and may be approaching the end of its life cycle. It would be wise to consider a homeowner's warranty to protect the buyers from unexpected breakdown and failure.

RECOMMENDATIONS / OBSERVATIONS

Furnace

- **Improve:** The heating system appears to need servicing. There is no evidence that there has been a recent servicing of the equipment. It would be advisable to inquire with the existing homeowner as to its last servicing. If it has been longer than twelve (12) months then the system needs to be checked by a licensed mechanical contractor prior to closing.

Supply Air Ductwork

- **Improve:** Debris was noted in the heat ducts. Duct cleaning is recommended.

LIMITATIONS OF HEATING SYSTEM INSPECTION

As prescribed in the inspection authorization and agreement, this is a visual inspection only. The inspection of the heating system is general and not technically exhaustive. A detailed evaluation of the furnace heat exchanger is beyond the scope of this inspection. The inspection was limited by (but not restricted to) the following conditions:

- The adequacy of heat distribution is difficult to determine during a one-time visit to a home.
- Most heat exchangers are not visible and as such are excluded from inspection.

Please refer to the ISHI[®] Inspector Standards for a full explanation of the scope of the inspection.

INSULATION / VENTILATION

DESCRIPTION OF INSULATION / VENTILATION

Attic Insulation:	•R38 in Attic
Exterior Wall Insulation:	•Unknown
Crawl Space Insulation:	•R19 in Floor above Crawl Space
Air / Vapor Barrier(s):	•Plastic
Roof Ventilation:	•Roof Vents •Soffit Vents
Crawl Space Ventilation:	•Exterior Wall Vents
Exhaust Fans / Vent Locations:	•Kitchen •Bathroom

INSULATION / VENTILATION OBSERVATIONS

General Comments

The insulation and ventilation systems that were observed are typical for a home of this age and construction. Upgrading insulation levels in a home is considered an improvement rather than a necessary repair. Caulking and weather-stripping around doors, windows and other exterior wall openings will help to maintain weather tightness and reduce energy costs.

LIMITATIONS OF INSULATION / VENTILATION INSPECTION

As prescribed in the inspection authorization and agreement, this is a visual inspection only. The inspection of insulation and ventilation was limited by (but not restricted to) the following conditions:

- Insulation/ventilation type and levels in concealed areas cannot be determined. No destructive tests are performed.
- Potentially hazardous materials such as Asbestos and Urea Formaldehyde Foam Insulation (UFFI) cannot be positively identified without a detailed inspection and laboratory analysis. This is beyond the scope of the inspection.
- An analysis of indoor air quality is beyond the scope of this inspection.
- Any estimates of insulation R-values or depths are rough average values.
- No access was gained to the wall cavities of the home.

Please refer to the ISHI[®] Inspector Standards for a full explanation of the scope of the inspection.

PLUMBING SYSTEM

DESCRIPTION OF PLUMBING SYSTEM

Water Supply Source:	•Public Water Supply
Main Valve Location:	•Exterior
Supply Piping:	•Plastic
Waste System:	•Private Sewage System
Drain / Waste / Vent Piping:	•Plastic
Water Heater:	•Electric •Approximate Capacity (in gallons): 40 •Approximate Age (in years): 1

PLUMBING SYSTEM OBSERVATIONS

General Comments

The water pressure supplied to the fixtures is reasonably good. A typical drop in flow was experienced when two fixtures were operated simultaneously. The water heater is a relatively new unit. As the typical life expectancy of water heaters is 7 to 12 years, this unit should have several years of remaining life.

LIMITATIONS OF PLUMBING SYSTEM INSPECTION

As prescribed in the inspection authorization and agreement, this is a visual inspection only. The inspection of the plumbing system was limited by (but not restricted to) the following conditions:

- Portions of the plumbing system concealed by finishes and/or storage (below sinks, etc.), below the structure, and beneath the yard were not inspected.
- Water quality is not tested. The effect of lead content in solder and or supply lines is beyond the scope of the inspection.
- Flooring beneath carpeted floors in bathrooms cannot be visually inspected and are excluded from this inspection.
- An inspection of the sewage system is outside the scope of this inspection.

Please refer to the ISHI[®] Inspector Standards for a full explanation of the scope of the inspection.

INTERIOR

DESCRIPTION OF INTERIOR

Wall and Ceiling Finishes:	•Drywall/Plaster
Floor Surfaces:	•Carpet •Vinyl/Resilient •Laminated Wood
Interior Windows Style / Glazing:	•Sliders •Fixed Pane •Double-Pane Insulated
Interior Doors:	•Wood

INTERIOR OBSERVATIONS

General Condition of Windows and Doors

The majority of the windows and doors are good quality units.

RECOMMENDATIONS / OBSERVATIONS

Wall / Ceiling Finishes

- **Improve:** Significant wear and tear was noted on the interior finishes of the home. Painting /cleaning / repair to the interior finishes is needed.
- **Improve:** The ceiling in the rear center bedroom is damaged. This appears to be from a tree hitting the roof. The ceiling and insulation should be repaired as needed.

Floors

- **Improve:** The carpet is stained. Cleaning the carpets may help to remove some or all of the stains. Ultimately all floor coverings in the home will need to be replaced.

Interior Doors

- **Improve:** There are several missing interior doors. All missing doors should be replaced.

LIMITATIONS OF INTERIOR INSPECTION

As prescribed in the inspection authorization and agreement, this is a visual inspection only. Assessing the quality and condition of interior finishes is highly subjective. Issues such as cleanliness, cosmetic flaws, quality of materials, architectural appeal and color are outside the scope of this inspection. Comments will be general, except where functional concerns exist. No comment is offered on the extent of cosmetic repairs that may be needed after removal of existing wall hangings and furniture. The inspection of the interior was limited by (but not restricted to) the following conditions:

- Furniture, storage, appliances and/or wall hangings restricted the inspection of the interior.
- Wood / Gas Freestanding Fireplaces and Fireplace Inserts are not inspected and outside the scope of this inspection.
- The presence / identification of Chinese Drywall (and its potential problems) is beyond the scope of the inspection report.

Please refer to the ISHI[®] Inspector Standards for a full explanation of the scope of the inspection.

APPLIANCES

DESCRIPTION OF APPLIANCES

Appliances:	•Electric Range •Dishwasher
Laundry Facility:	•240 Volt Circuit for Dryer •Dryer Vented to Building Exterior •120 Volt Circuit for Washer •Hot and Cold Water Supply for Washer •Waste Standpipe for Washer
Other Components:	•Kitchen Exhaust Hood •Smoke Detectors

APPLIANCES OBSERVATIONS

General Comments

The appliances are showing signs of aging. As such, they are more prone to breakdowns. A few years of serviceable life should still remain. A qualified technician should be consulted to undertake the improvements recommended below.

RECOMMENDATIONS / OBSERVATIONS

Electric Range

- **Safety Issue:** The burners on the electric range do not function properly. The burners are not controlled by the proper knob. The range should be repaired or replaced.

Carbon Monoxide Detectors

- **Safety Issue:** It is recommended that carbon monoxide alarms be installed in the house. The alarms may be battery operated or hard wired, and can be purchased from a variety of sources. The alarms should be installed: (1) outside of each separate sleeping area in the immediate vicinity of each bedroom; (2) on each level of the dwelling; and (3) in accordance with the manufacturer's recommendations. Carbon monoxide is a colorless, odorless gas that can result from a faulty fuel burning furnace, range, water heater, space heater or wood stove.

Dishwasher

- **Improve:** The dishwasher is loose and should be properly secured to the counter.
- **Improve:** For proper operation, the dishwasher waste line should loop above the connection point below the kitchen sink.

Kitchen Exhaust Hood

- **Improve:** The kitchen exhaust hood fan is inoperative and should be repaired or replaced.

Smoke Detectors

- **Safety Issue:** The smoke detectors appear to be older and may be out of date. Smoke detectors should be checked and replaced as needed (per most manufactures recommendation smoke detectors should be replaced every ten years). The batteries in all detectors should be replaced upon taking ownership of the home.

LIMITATIONS OF APPLIANCES INSPECTION

As prescribed in the inspection authorization and agreement, this is a visual inspection only. Appliances are tested by turning them on for a short period of time only. It is strongly recommended that a Homeowner's Warranty or service contract be purchased to cover the operation of appliances. It is further recommended that appliances be tested during any scheduled pre-closing walk through. Like any mechanical device, appliances can malfunction at any time (including the day after taking possession of the house). The inspection of the appliances was limited by (but not restricted to) the following conditions:

- Thermostats, timers and other specialized features and controls are not tested.
- The effectiveness, efficiency, and overall performance of the appliances, is outside the scope of this inspection.

Please refer to the ISHI[®] Inspector Standards for a full explanation of the scope of the inspection.

Maintenance Advice

UPON TAKING OWNERSHIP

After taking possession of a new home, there are some maintenance and safety issues that should be addressed immediately. The following checklist should help you undertake these improvements:

- Change the locks on all exterior entrances, for improved security.
- Check that all windows and doors are secure. Improve window hardware as necessary. Security rods can be added to sliding windows and doors. Consideration could also be given to a security system.
- Install smoke detectors on each level of the home. Ensure that there is a smoke detector outside all sleeping areas. Replace batteries on any existing smoke detectors and test them. Make a note to replace batteries again in one year.
- Create a plan of action in the event of a fire in your home. Ensure that there is an operable window or door in every room of the house. Consult with your local fire department regarding fire safety issues and what to do in the event of fire.
- Examine driveways and walkways for trip hazards. Undertake repairs where necessary.
- Examine the interior of the home for trip hazards. Loose or torn carpeting and flooring should be repaired.
- Undertake improvements to all stairways, decks, porches and landings where there is a risk of falling or stumbling.
- Review your home inspection report for any items that require immediate improvement or further investigation. Address these areas as required.
- Install rain caps and vermin screens on all chimney flues, as necessary.
- Investigate the location of the main shut-offs for the plumbing, heating and electrical systems. If you attended the home inspection, these items would have been pointed out to you.

REGULAR MAINTENANCE

EVERY MONTH

- Check that fire extinguisher(s) are fully charged. Re-charge if necessary.
- Examine heating/cooling air filters and replace or clean as necessary.
- Inspect and clean humidifiers and electronic air cleaners.
- If the house has hot water heating, bleed radiator valves.
- Clean gutters and downspouts. Ensure that downspouts are secure, and that the discharge of the downspouts is appropriate. Remove debris from window wells.
- Carefully inspect the condition of shower enclosures. Repair or replace deteriorated grout and caulk. Ensure that water is not escaping the enclosure during showering. Check below all plumbing fixtures for evidence of leakage.
- Repair or replace leaking faucets or showerheads.
- Secure loose toilets, or repair flush mechanisms that become troublesome.

SPRING AND FALL

- Examine the roof for evidence of damage to roof coverings, flashings and chimneys.
- Look in the attic (if accessible) to ensure that roof vents are not obstructed. Check for evidence of leakage, condensation or vermin activity. Level out insulation if needed.
- Trim back tree branches and shrubs to ensure that they are not in contact with the house.
- Inspect the exterior walls and foundation for evidence of damage, cracking or movement. Watch for bird nests or other vermin or insect activity.
- Survey the basement and/or crawl space walls for evidence of moisture seepage.
- Look at overhead wires coming to the house. They should be secure and clear of trees or other obstructions.
- Ensure that the grade of the land around the house encourages water to flow away from the foundation.

- Inspect all driveways, walkways, decks, porches, and landscape components for evidence of deterioration, movement or safety hazards.
- Clean windows and test their operation. Improve caulking and weather-stripping as necessary. Watch for evidence of rot in wood window frames. Paint and repair windowsills and frames as necessary.
- Test all ground fault circuit interrupter (GFCI) devices, as identified in the inspection report.
- Shut off isolating valves for exterior hose bibs in the fall, if below freezing temperatures are anticipated.
- Test the Temperature and Pressure Relief (TPR) Valve on water heaters.
- Inspect for evidence of wood boring insect activity. Eliminate any wood/soil contact around the perimeter of the home.
- Test the overhead garage door opener, to ensure that the auto-reverse mechanism is responding properly. Clean and lubricate hinges, rollers and tracks on overhead doors.
- Replace or clean exhaust hood filters.
- Clean, inspect and/or service all appliances as per the manufacturer's recommendations.

ANNUALLY

- Replace smoke detector batteries.
- Have the heating, cooling and water heater systems cleaned and serviced.
- Have chimneys inspected and cleaned. Ensure that rain caps and vermin screens are secure.
- Examine the electrical panels, wiring and electrical components for evidence of overheating. Ensure that all components are secure. Flip the breakers on and off to ensure that they are not sticky.
- If the house utilizes a well, check and service the pump and holding tank. Have the water quality tested. If the property has a septic system, have the tank inspected (and pumped as needed).
- If your home is in an area prone to wood destroying insects (termites, carpenter ants, etc.), have the home inspected by a licensed specialist. Preventative treatments may be recommended in some cases.

PREVENTION IS THE BEST APPROACH

Although we've heard it many times, nothing could be more true than the old cliché "an ounce of prevention is worth a pound of cure." Preventative maintenance is the best way to keep your house in great shape. It also reduces the risk of unexpected repairs and improves the odds of selling your house at fair market value, when the time comes.

Please feel free to contact our office should you have any questions regarding the operation or maintenance of your home. Enjoy your home!

ISHI® Home Inspection Standards

ARTICLE I. INTRODUCTION

SECTION 1.01 PREFACE:

The International Society of Home Inspectors, Inc. (ISHI) is a not-for-profit professional society established in 1995. Membership in ISHI and/or the ITI designation program is voluntary and its members include exclusive, fee-paid home inspectors. ISHI's objectives include encouragement of superiority within the profession and constant development of its members' inspection services to the public utilizing a fair & balanced reporting method.

SECTION 1.02 PRINCIPLE AND EXTENT:

The principle behind these Inspector Standards is to establish a minimum and standardized NORM for private, fee-paid home inspectors who are members of the International Society of Home Inspectors. Home Inspections performed to these Home Inspector Standards are intended to provide the client with information regarding the condition of the systems and components of the home existing at the time of the home Inspection. Any system or components specified for inspection can be excluded from inspection if requested by the client and if so stated in the pre-inspection agreement and inspection report.

SECTION 1.03 INSPECTORS WILL INSPECT:

- A) Installed and accessible systems and components of homes listed in these Inspector Standards.

SECTION 1.04 INSPECTORS WILL REPORT ON:

- A) Inspected systems and components which, in the professional opinion of the inspector, ARE DEFICIENT or near the end of their serviceable lives.
- B) A reason why, if not self-evident, the system or component is deficient.
- C) Recommendations that will correct or monitor the REPORTED DEFICIENCIES.
- D) On any systems and components designated for inspection in these Inspector Standards which were present at the time of the Home Inspection but were not inspected and the reasons they were not inspected.
- E) Recommendations for further evaluation when appropriate.
- F) Recommendations for home buyer improvements regarding unsafe and differed maintenance conditions.
- G) Positive attributes of systems and components when appropriate.

SECTION 1.05 These Standards do not restrict inspectors from:

- A) Providing or performing any additional inspection or testing services. Specifying repairs or estimating repair costs provided the inspector is qualified to do so.

ARTICLE II. STRUCTURE SYSTEM

SECTION 2.01 INSPECTORS WILL INSPECT:

- A) Structural components, including foundation and framing.
- B) Foundation performance by utilizing a foundation level survey™ when appropriate.

SECTION 2.02 INSPECTORS WILL REPORT ON:

- A) Foundation, floor, wall, ceiling and roof structure and their types of construction.
- B) Methods used to gain access to under-floor crawl space and attic space.
- C) Positive attributes of the system or components.

SECTION 2.03 INSPECTORS ARE NOT REQUIRED TO:

- A) Provide engineering or architectural services.
- B) Offer opinions as to the design or adequacy OF STRUCTURAL systems or components.

ARTICLE III. EXTERIOR SYSTEM

SECTION 3.01 INSPECTORS WILL INSPECT:

- A) Exterior wall coverings, flashing and trim, exterior doors and windows, safety glass.
- B) Decks, balconies, stoops, steps, porches, and associated railings.
- C) Eaves, soffits, and fascias where accessible from the ground level
- D) Vegetation, grading, surface drainage, and retaining walls when likely to adversely affect the building or property.
- E) Walkways, patios, and driveways.
- F) Installed screening, shutters, storm doors, storm windows, AND FENCES.

SECTION 3.02 INSPECTORS WILL REPORT ON:

- A) The exterior wall covering type(s).
- B) Positive attributes of the system or components.

SECTION 3.03 INSPECTORS ARE NOT REQUIRED TO INSPECT:

- A) Geological, geotechnical or hydrological conditions.
- B) Recreational facilities.
- C) Outbuildings, detached garages, or carports.
- D) Seawalls, break-walls, docks and boat houses.
- E) Below surface erosion control and earth stabilization measures.
- F) AWNINGS and similar seasonal accessories.

ARTICLE IV. ROOF SYSTEM

SECTION 4.01 INSPECTORS WILL INSPECT:

- A) Roof coverings and flashings.
- B) Roof drainage systems.
- C) Skylights, chimneys, and roof penetrations.

SECTION 4.02 INSPECTORS WILL REPORT ON::

- A) Roof covering Types
- B) Methods used to gain access to the roof
- C) Positive attributes of the system or components.

SECTION 4.03 INSPECTORS ARE NOT REQUIRED TO INSPECT:

- A) Inaccessible flues or chimneys.
- B) Installed accessories AND antennae.

ARTICLE V. PLUMBING SYSTEM

SECTION 5.01 INSPECTORS WILL INSPECT:

- A) Water supply and distribution system.
- B) Drain, waste and vent system.
- C) Fixtures, faucets and appurtenances.
- D) Water heating equipment.
- E) Vent systems, flues, and chimneys WHERE ACCESSIBLE.
- F) Fuel storage and fuel distribution system.
- G) Drainage sump, sump pump, and related piping.
- H) Bathtubs, Sinks and Indoor jetted bathtubs.

SECTION 5.02 INSPECTORS WILL REPORT ON:

- A) Water supply, drain, waste, and vent piping materials.
- B) Water heating equipment, including energy source size AND LOCATION.
- C) Location of main water and main fuel shut-off valves.
- D) Positive attributes of the system or components.

SECTION 5.03 INSPECTORS ARE **NOT** REQUIRED TO INSPECT:

- A) Well, well pump, or water storage related equipment.
- B) Water conditioning system.
- C) Solar water heating system.
- D) Fire and lawn sprinkler systems.
- E) Private waste disposal system.
- F) Spa, Swimming pool, Sauna, Steam Shower.
- G) Whether water supply and waste disposal systems are public or private.
- H) Quantity or quality of water supply.
- I) Operation of safety or shut-off valves.
- J) By lighting gas pilots.

ARTICLE VI. ELECTRICAL SYSTEM

SECTION 6.01 INSPECTORS WILL INSPECT:

- A) Service drop, entrance, conductors, cables, raceways and conduits.
- B) Service equipment, main disconnects and service grounding.
- C) Interior components of service panels, conductors and over current protection devices.
- D) Lighting fixtures, switches, and receptacles WHERE ACCESSIBLE.
- E) Ground fault circuit interrupters.

SECTION 6.02 INSPECTORS WILL REPORT ON:

- A) SERVICE amperage and voltage rating.
- B) Location of main disconnect(s) and SERVICE panels.
- C) Wiring methods EMPLOYED.
- D) Presence of solid conductor aluminum branch 120v and 240v circuit wiring.
- E) Smoke detectors, or absence thereof.
- F) Positive attributes of the system or components.

SECTION 6.03 INSPECTORS ARE *NOT* REQUIRED TO INSPECT:

- A) Remote control device unless it is the only control.
- B) Low voltage wiring, and alarm systems.
- C) Ancillary wiring systems not a part of the main electrical power distribution system
- D) Amperage, voltage, or impedance.

ARTICLE VII. HEATING SYSTEM

SECTION 7.01 INSPECTORS WILL INSPECT:

- A) Installed heating systems.
- B) Vent systems, flues, and chimneys WHERE ACCESSIBLE.
- C) Presence of a heat source in habitable rooms.

SECTION 7.02 INSPECTORS WILL REPORT ON:

- A) Energy source.
- B) Heating method by distinguishing characteristics.
- C) Performance of central systems utilizing temperature measurements.
- D) Positive attributes of the system or components.

SECTION 7.03 INSPECTORS ARE *NOT* REQUIRED TO INSPECT:

- A) Humidifier or dehumidifier.
- B) Electronic air filter.
- C) Solar space heating system.
- D) To determine heat supply adequacy or distribution balance.
- E) By lighting gas pilots.
- F) Concealed Heat Exchangers.

ARTICLE VIII. COOLING SYSTEM

SECTION 8.01 INSPECTORS WILL INSPECT:

- A) INSTALLED cooling systems.
- B) Central cooling equipment.
- C) Presence of a cooling source in habitable rooms.

SECTION 8.02 INSPECTORS WILL REPORT ON:

- A) Energy source.
- B) Cooling method by DISTINGUISHING CHARACTERISTICS.
- C) PERFORMANCE OF CENTRAL SYSTEMS UTILIZING TEMPERATURE MEASUREMENTS.
- D) Positive attributes of the system or components.

SECTION 8.03 INSPECTORS ARE *NOT* REQUIRED TO INSPECT:

- A) Electronic air filters.
- B) To determine cooling supply adequacy or distribution balance.

ARTICLE IX. INTERIOR SYSTEM

SECTION 9.01 INSPECTORS WILL INSPECT:

- A) Walls, ceilings, and floors.
- B) Steps, stairways, and railings.
- C) INSTALLED countertops, DRAWERS AND cabinets.
- D) Doors and windows, safety glass.
- E) Garage doors and THEIR operators.

SECTION 9.02 INSPECTORS WILL REPORT ON:

- A) Positive attributes of the system or components.

SECTION 9.03 INSPECTORS ARE *NOT* REQUIRED TO INSPECT:

- A) Paint, wallpaper, carpeting, window treatments and other cosmetic finish treatments.
- B) Indoor recreational facilities, exercise equipment, ETC.

ARTICLE X. INSULATION AND VENTILATION SYSTEM

SECTION 10.01 INSPECTORS WILL INSPECT::

- A) Insulation and vapor retarders materials in unfinished spaces.
- B) Ventilation of attics and foundation areas.
- C) Mechanical ventilation systems.

SECTION 10.02 INSPECTORS WILL REPORT ON:

- A) Insulation and vapor retarders in finished spaces.
- B) Absence of insulation in finished spaces at conditioned surfaces.
- C) Positive attributes of the system or components.

SECTION 10.03 INSPECTORS ARE *NOT* REQUIRED TO:

- A) Disturb insulation or vapor retarders.
- B) Determine indoor air quality.
- C) Report on insulation or lack of insulation in unfinished areas.

ARTICLE XI. SOLID FUEL BURNING APPLIANCE & FIREPLACE SYSTEMS

SECTION 11.01 INSPECTORS WILL INSPECT:

- A) System and components.
- B) Vent systems, flues, and chimneys, where accessible.

SECTION 11.02 INSPECTORS WILL REPORT ON:

- A) Type of fireplaces and solid fuel burning appliances.
- B) Type of chimneys.
- C) Positive attributes of the system or components.

SECTION 11.03 INSPECTORS ARE *NOT* REQUIRED TO INSPECT:

- A) Fire screens and doors.
- B) Seals and gaskets.
- C) Automatic fuel feed devices.
- D) Mantles and fireplace surrounds.
- E) Combustion make-up air devices.
- F) Heat distribution assists whether gravity controlled or fan assisted.
- G) By igniting or extinguishing fires or by lighting gas pilots.
- H) Determine draft characteristics.
- I) Fireplace inserts or wood stoves.

ARTICLE XII. APPLIANCE SYSTEM

SECTION 12.01 INSPECTORS WILL INSPECT:

- A) Dishwasher through a normal cycle.
- B) Range, cook top, and oven.
- C) Trash compactor.

- D) Garbage disposal.
- E) Ventilation equipment or range hood.
- F) Microwave oven.
- G) Central Vacuum System.
- H) Any other permanently installed appliances.

SECTION 12.02 INSPECTORS WILL REPORT ON:

- A) Positive attributes of the system or components.

SECTION 12.03 INSPECTORS ARE **NOT** REQUIRED TO INSPECT:

- A) Clocks, timers, self-cleaning oven function, or thermostats FOR CALIBRATION or automatic operation.
- B) Non built-in appliances such as clothes washers and dryers.
- C) Refrigeration units such as freezers, refrigerators and ice makers.
- D) Appliances in USE, shut down, or otherwise inoperable.

ARTICLE XIII. COMMON LIMITATIONS AND EXCLUSIONS

SECTION 13.01 GENERAL LIMITATIONS: Home Inspections are performed in accordance with these standards:

- A) Home Inspections are not technically exhaustive.
- B) Will not identify concealed conditions or latent or hidden defects.
- C) Are applicable to buildings with ONE to four dwelling units and their attached garages or carports.

SECTION 13.02 General exclusions:

- A) Inspectors do not inspect any system or component unless specifically stated in these Inspector Standards, except as may be otherwise required by law.

SECTION 13.03 Inspectors are NOT required to determine:

- A) Remaining life of any system or component.
- B) Strength, adequacy, effectiveness, or efficiency of any system or component.
- C) Condition of systems or components which are not accessible.
- D) Future conditions including, but not limited to, failure of systems and components, or parts.
- E) Cause of any defect or condition.
- F) Methods, materials, or costs of corrections of defects or conditions.
- G) Suitability of the property for any specialized use.
- H) Compliance with insurance company or regulatory requirements (codes, regulations, laws, ordinances, etc.).
- I) Market value of the real estate property or its current or future marketability.
- J) Advisability of the purchase of the property.
- K) Presence of potentially hazardous plants, animals or insects, including, but not limited to, wood destroying organisms or diseases harmful to humans.
- L) Presence of any environmental hazards including, but not limited to, toxins, carcinogens, noise, vibration; contaminants in soil, water; mold, mildew, fungus, bio-organisms, electromagnetic fields, air Quality, underground storage tanks, etc.
- M) Effectiveness of any system installed or methods utilized to control any system.
- N) Operating costs of utilities, systems or components.
- O) Lighting, vibration or acoustical properties of any system or component.

SECTION 13.04 Inspectors are NOT required to offer:

- A) Or perform any act or service conflicting with law.
- B) Or perform engineering or architectural services.
- C) Or carry out work in any trade or any professional service other than home inspection.
- D) Warranties or guarantees of any type.

SECTION 13.05 Inspectors are NOT required to operate:

- A) Any system or component which is shut down or inoperable.
- B) Any system or component which does not respond to normal operating controls.
- C) Automatic safety controls.
- D) Shut-off valves which are normally always open or always closed.
- E) Gas pilot lights which are shut off.

SECTION 13.06 Inspectors are NOT required to enter:

- A) Any area which may, in the opinion of the inspector, be dangerous to the inspector or other persons OR MAY damage the property or its systems or components.
- B) Under-floor crawl spaces, attics, or roofs, which are not accessible or hazardous.

SECTION 13.07 Inspectors are NOT required to inspect:

- A) Underground utilities, systems or components including, but not limited to, underground storage tanks or other underground equipment, whether active or abandoned.
- B) Systems or components which are PORTABLE OR not completely installed.
- C) Decorative or cosmetic items or materials.
- D) Systems or components located in areas that cannot be entered.
- E) Detached structures other than garages and carports.
- F) Common areas, systems and components in multi-unit housing, such as condominium properties or cooperative housing.
- G) Underground electrical, plumbing, gas, above or below ground oil tanks, and other utility systems..

SECTION 13.08 Inspectors are NOT required to:

- A) Perform any procedure or operation which will, in the opinion of the inspector, likely to be unsafe to the inspector or other persons or damage the property or its systems or components.
- B) Move furniture, personal property, ceiling tiles,, equipment, plants, soil, ice, snow, or other debris.
- C) Dismantle any system or component, except as required by these Home Inspector Standards.

Glossary of Terms

ACCESSIBLE:

Exposed for visual examination without need for moving of personal belongings, dismantling, destructive measures, or any action which will likely involve hazard OR DAMAGE to persons or property.

ACCESS PANEL:

A panel supplied for homeowners use in examination and maintenance that is within normal reach, can be removed by one person, and is not sealed in place.

ALARM SYSTEMS:

Installed or free-standing Warning devices, including but not limited to: flue gas and other spillage detectors, carbon monoxide detectors, security equipment, and smoke alarms.

APPLIANCES:

Installed or FREE STANDING Kitchen, laundry, and similar appliances.

ARCHITECTURAL SERVICE:

Any practice involving the art and science of building design for construction of any structure or grouping of structures and the use of space within and surrounding the structures or the design for construction, including but not specifically limited to, schematic design, design development, preparation of construction contract documents, and administration of the construction contract.

AUTOMATIC SAFETY CONTROLS:

Devices designed and installed to protect systems and components from hazardous conditions.

COMPONENT :

A part of a system.

“CHI” Home Inspector Standards

Advanced chi home inspector requirements are higher than the basic standardized NORM FOR private, fee-paid home inspectors who, for an additional fee may also perform a home warranty evaluation for approved home warranty providers. CHI™ is a registered trademark of (ITI) Inspection Training Institute. All rights reserved by ITI.

DECORATIVE:

Ornate; not required for the operation of the basic systems and components of a home or building.

DEFICIENT:

Not functioning as intended, unsafe, hazardous.

DISMANTLE:

To take apart or detach any component, device or piece of equipment that would not be taken apart or removed by a homeowner in the course of ordinary and normal home owner maintenance.

ENGINEERING SERVICE:

Any professional service or creative work requiring engineering education, training, and experience and the application of special knowledge of the mathematical, physical and engineering sciences to such professional service or creative work as consultation, investigation, evaluation, planning, design and supervision of construction for the purpose of assuring compliance with the specifications and design, in conjunction with structures, buildings, machines, equipment, works or processes.

FURTHER EVALUATION:

Investigation by a qualified professional, tradesman, service technician or subject matter expert outside that provided by the home inspector.

HOME INSPECTION:

The process by which a home inspector visually examines accessible systems and components of a home and Provides a report containing results and Descriptions of those systems and components in accordance with these Professional Home Inspector Standards.

HOME INSPECTOR:

A qualified person hired to investigate any system or component of a building in accordance with these Home Inspector Standards.

INSPECT:

To observe accessible systems and components of a Home or building in accordance with these Professional HOME INSPECTOR Standards, using normal operating controls and opening maintenance accessible panels.

INSPECTOR STANDARDS

Basic, CHI or PHI home inspector requirements to establish a minimum and standardized NORM for private, fee-paid home inspectors who are members of the International Society of Home Inspectors (ISHI)..

INSTALLED:

Attached where Removal would require tools.

NORMAL OPERATING CONTROLS:

Devices such as thermostats, switches or valves intended to be operated by the home owner for everyday use.

POSITIVE ATTRIBUTES

Replaced, upgraded or upscale systems and components such as, new roof material, newly RENOVATED system or component or area, granite countertops, high quality lighting systems, high grade appliances, positive testing results such as A/c temperature measurements, etc.

“PHI” PROFESSIONAL HOME INSPECTOR STANDARDS

Advanced “phi” Professional Home INSPECTOR REQUIREMENTS are higher than the basic standardized NORM for private, fee-paid home inspector. PHI Professional HOME inspectors also agree to carry “errors and omissions” insurance that protects most parties involved in the home inspection process.

PHI™ is a registered trademark of (ITI) Inspection Training Institute. All rights reserved by ITI.

RECREATIONAL FACILITIES:

Equipment such as, saunas, steam baths, swimming pools, exercise, entertainment, athletic, playground or other similar equipment and associated accessories.

REPORT:

To advise the client in writing with a professional reporting method complying with these standards.

Report On:

To describe a system or its components by its type or other observed important characteristics to differentiate it from other systems or components

ROOF DRAINAGE SYSTEMS:

Mechanisms used to carry water off a roof and away from a home or building.

SHUT DOWN:

A status in which a system or component cannot be operated by normal operating controls.

SOLID FUEL BURNING APPLIANCES:

A hearth and fire chamber or similar arranged area in which a fire may be lit and which is constructed in conjunction with a chimney; or a listed construction of a fire chamber, its chimney and interrelated factory-made parts designed for unit assembly.

STRUCTURAL COMPONENT:

A component which supports non-variable forces or weights (dead loads) and variable forces or weights (live loads).

SYSTEM:

A combination of interacting or interdependent components, constructed to carry out one or more functions.

TECHNICALLY EXHAUSTIVE:

An evaluation that involves taking apart; the wide-ranging use of complex techniques, measurements, instruments, testing, calculations, or other means.

UNDERFLOOR CRAWL SPACE:

The area within the limits of the foundation and between the terrain and the underside of the floor.

UNSAFE:

A condition in an accessible, installed system or component which the home inspector believes to be a considerable risk of material damage or personal injury during typical, day-to-day use. The hazard may be due to damage, deterioration, improper installation or a change in traditional residential Building construction standards.

WIRING METHODS:

Description of electrical conductors or wires by their general type, such as "non-metallic sheathed cable" ("Romex"), "armored cable" ("bx") "knob and tube", "two wire ungrounded", "three wire grounded", "aluminum circuit wiring", etc.

ATTACHMENT 51

COMPARATIVE MARKET ANALYSIS

Comparative Market Analysis



Researched and prepared by
Cindy Gonzalez

Prepared exclusively for
Carolee Pailca

Prepared on
September 16, 2021

Subject Property

Cindy Gonzalez Keller Williams South Sound
676 Woodland Square Loop #122
Lacey, WA 98503
(253) 217-8204
cindy@resultshometeam.com



Comparative Market Analysis

141 N Hamma Hamma Dr E
Hoodsport



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Minimums and Maximums

This page summarizes key fields of the listings in this analysis.

Thursday, September 16, 2021

The listings in this analysis can be summarized as follows:

Priced between \$85,000 and \$185,000

Selling Price between \$70,000 and \$95,000

3 Bedrooms

2.00 Bathrooms

1,188 to 1,680 Square Feet

\$51 to \$138 per Square Foot

\$42 to \$80 per Sold Square Foot

Built between 1975 and 1988

25 to 55 Days on Market





Comparative Market Analysis

141 N Hamma Hamma Dr E
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Pricing Recommendation

Thursday, September 16, 2021

This page suggests a recommended selling price based on a thorough analysis of your property.

In the current condition, the home should be listed between \$95k-115k.

Property is in Lake Cushman HOA - leased land community in Hoodsport, WA. Due to the leased land, manufactured homes have fewer financing options, so tend to sell for less money than a similar property on "owned land".

Subject property has new roof, but still has significant ceiling damage inside. One bathroom has significant flood damage with possible mold present. Carpet is badly worn. Condition best described as poor.





Comparative Market Analysis

141 N Hamma Hamma Dr E
Hoodsport



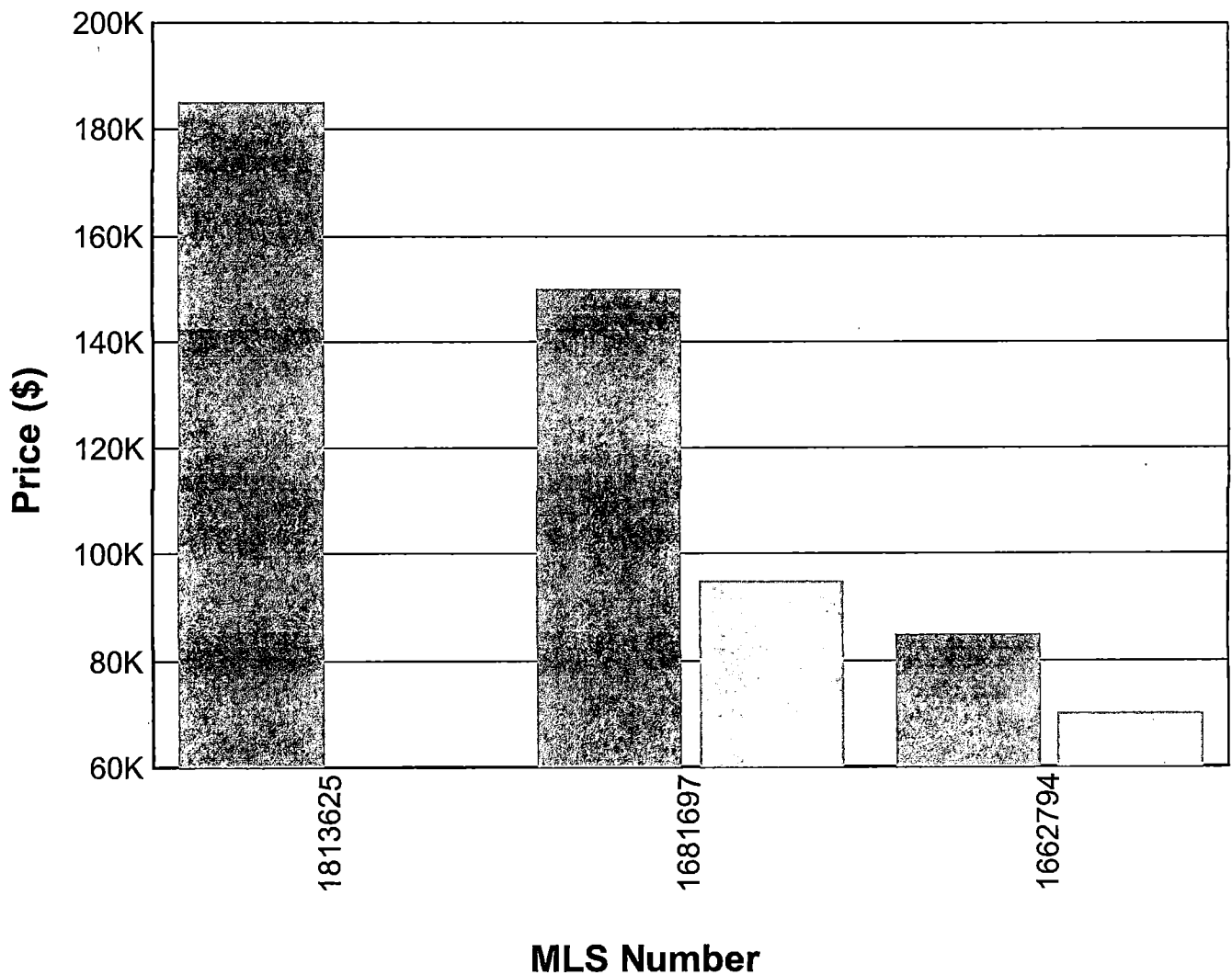
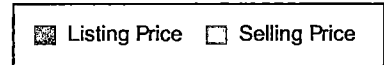
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List Price and Sale Price

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This graph illustrates the list price, along with sale price in Sold listings.

Price Graph





Comparative Market Analysis

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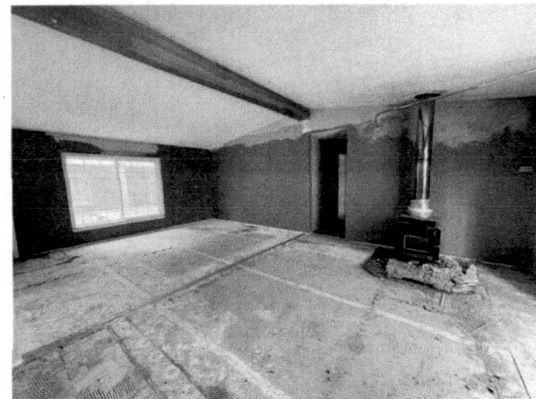
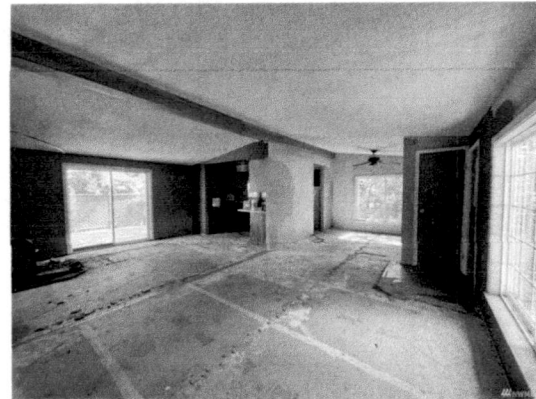
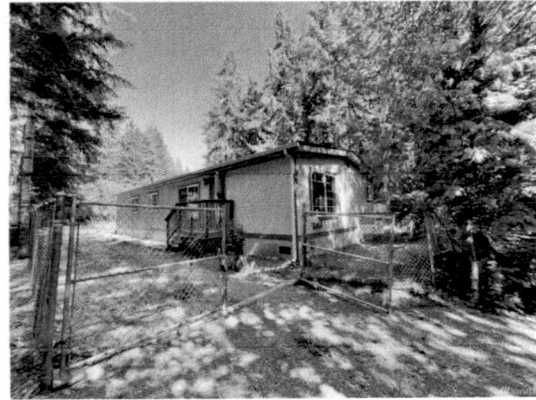
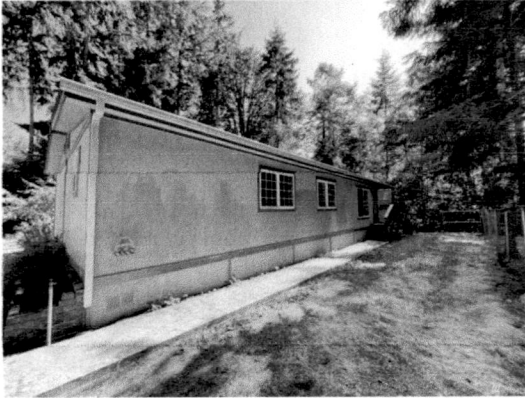
Thursday, September 16, 2021

Photo Report

A photo gallery of all available photos for your comparables.

Listing #: 1813625

80 N Gadwall Place N , Hoodsport 98548





Comparative Market Analysis

141 N Hamma Hamma Dr E
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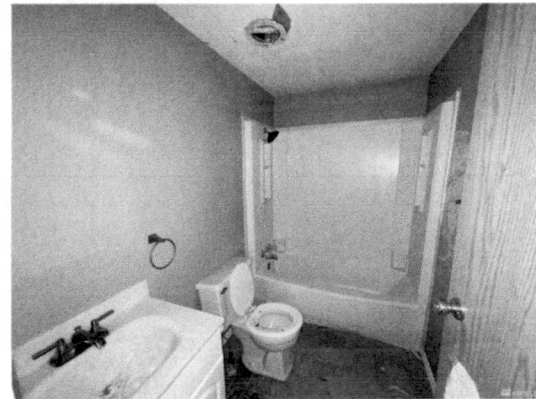
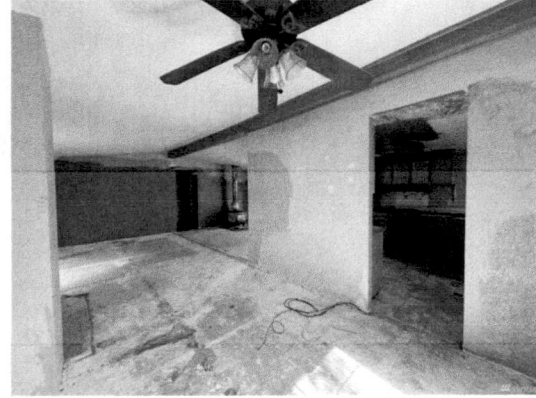
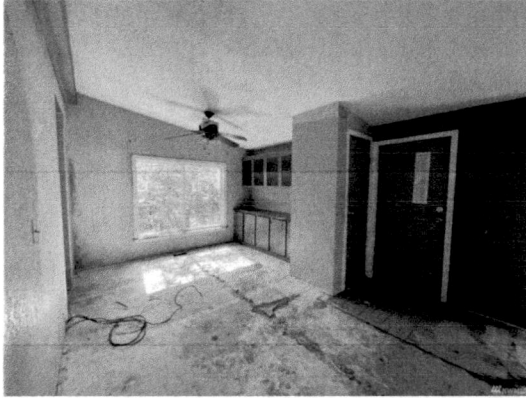
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80 N Gadwall Place N , Hoodspport 98548





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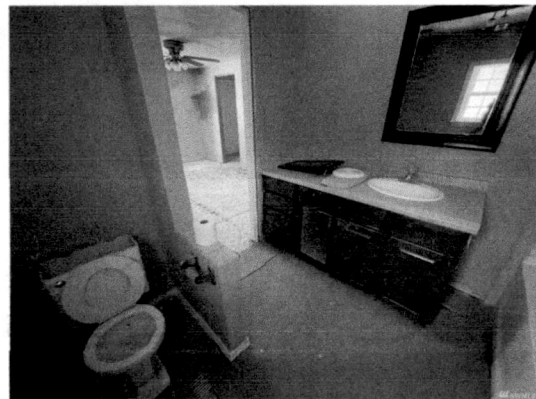
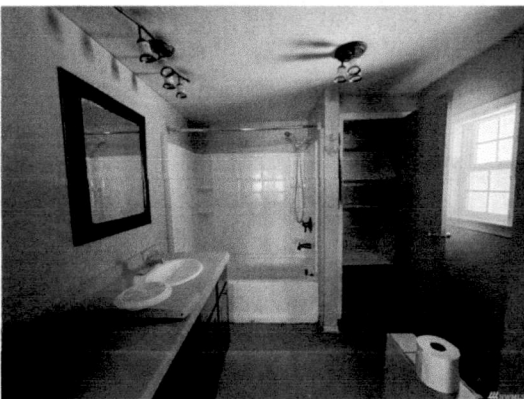
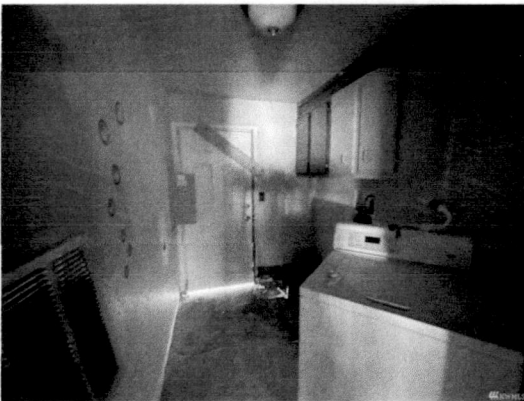
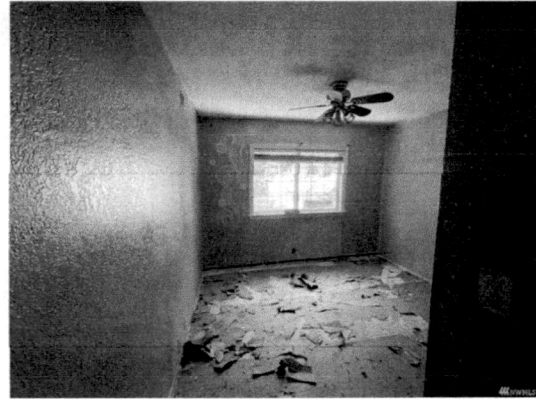
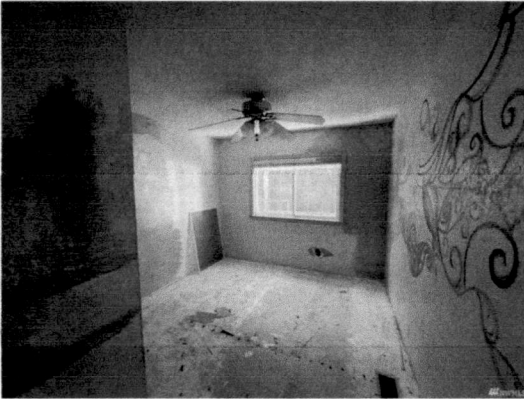
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80 N Gadwall Place N , Hoodsport 98548





Comparative Market Analysis

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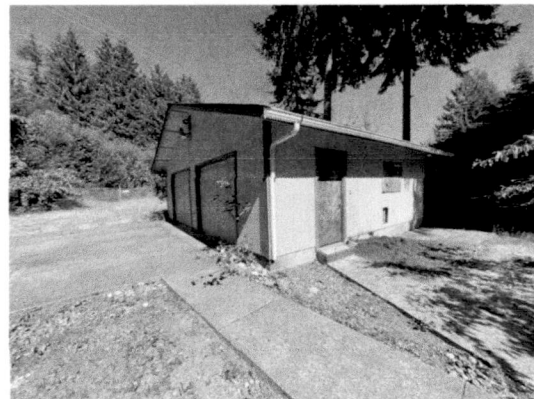
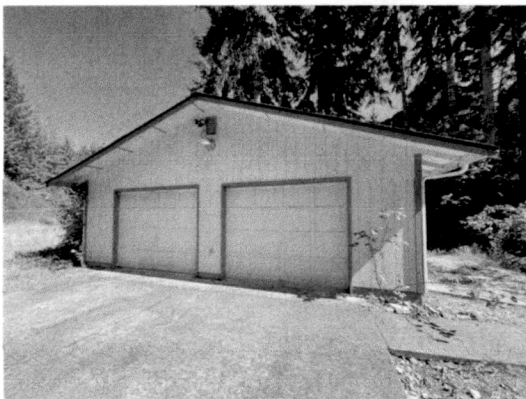
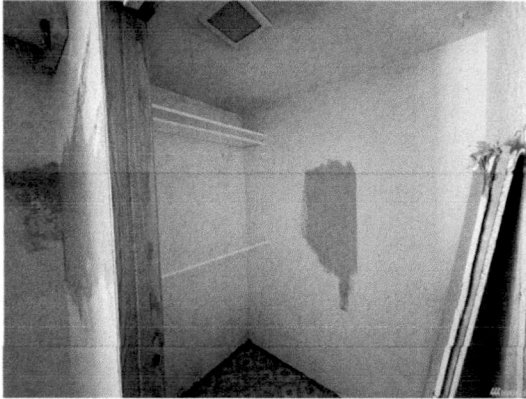
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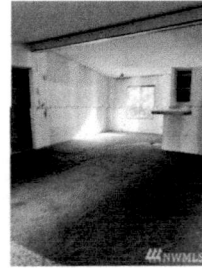
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Photo Report

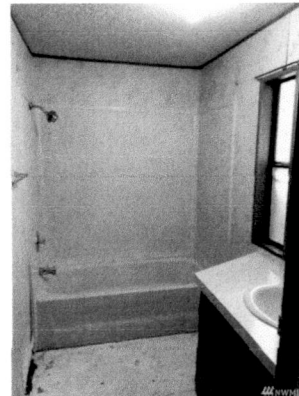
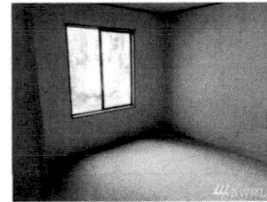
A photo gallery of all available photos for your comparables.

Listing #: 1681697

71 N Fircrest Place , Hoodsport 98548



Living/Dining area Vaulted Ceiling





Comparative Market Analysis

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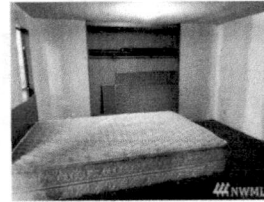
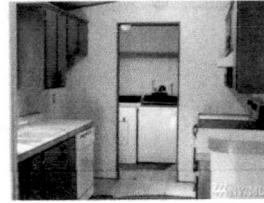
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Listing #: 1681697

71 N Fircrest Place , Hoodsport 98548





Comparative Market Analysis

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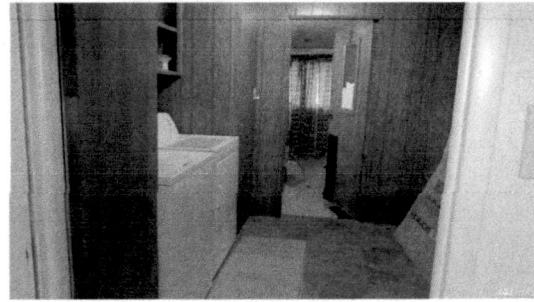
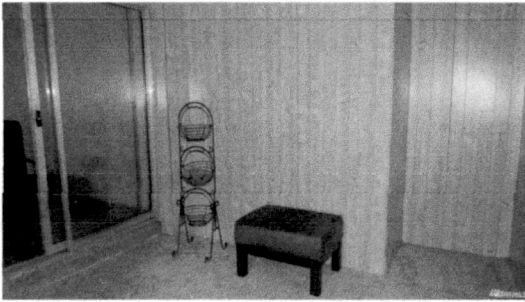
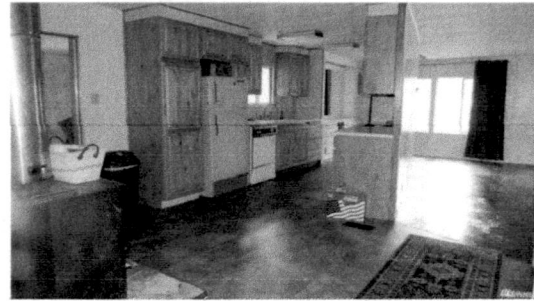
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Photo Report

A photo gallery of all available photos for your comparables.

Listing #: 1662794

50 N Cod Place , Hoodsport 98548





Comparative Market Analysis

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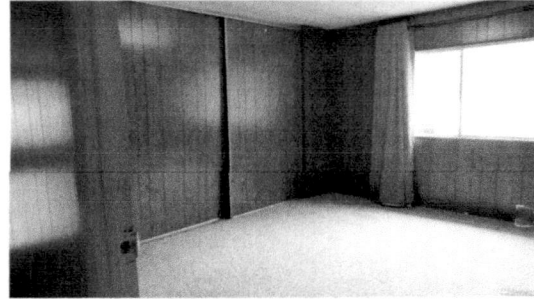
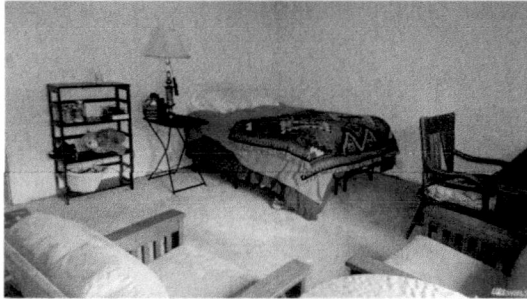
Thursday, September 16, 2021

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Listing #: 1662794

50 N Cod Place , Hoodsport 98548





Comparative Market Analysis

141 N Hamma Hamma Dr E
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Thursday, September 16, 2021

Summary of Comparable Listings

This page summarizes the comparable listings contained in this market analysis.

Active listings

Address	L/S Price	Bd	Bth	Sqft	\$/Sq	Built	MLS #	Date	CDOM
141 N Hamma Hamma Dr E		2	3	1,323		1997			
80 N Gadwall Place N	\$185,000	3	2.00	1,344	\$138	1981	1813625	07/24/2021	54
	\$185,000	3.0	2.00	1,344	\$138				54

Sold listings

Address	L/S Price	Bd	Bth	Sqft	\$/Sq	Built	MLS #	Date	CDOM
141 N Hamma Hamma Dr E		2	3	1,323		1997			
71 N Fircrest Place	\$95,000	3	2.00	1,188	\$80	1988	1681697	01/12/2021	55
50 N Cod Place	\$70,000	3	2.00	1,680	\$42	1975	1662794	11/20/2020	25
	\$82,500	3.0	2.00	1,434	\$61				40

Median: **\$95,000**
Average: **\$116,667**





Comparative Market Analysis

141 N Hamma Hamma Dr E
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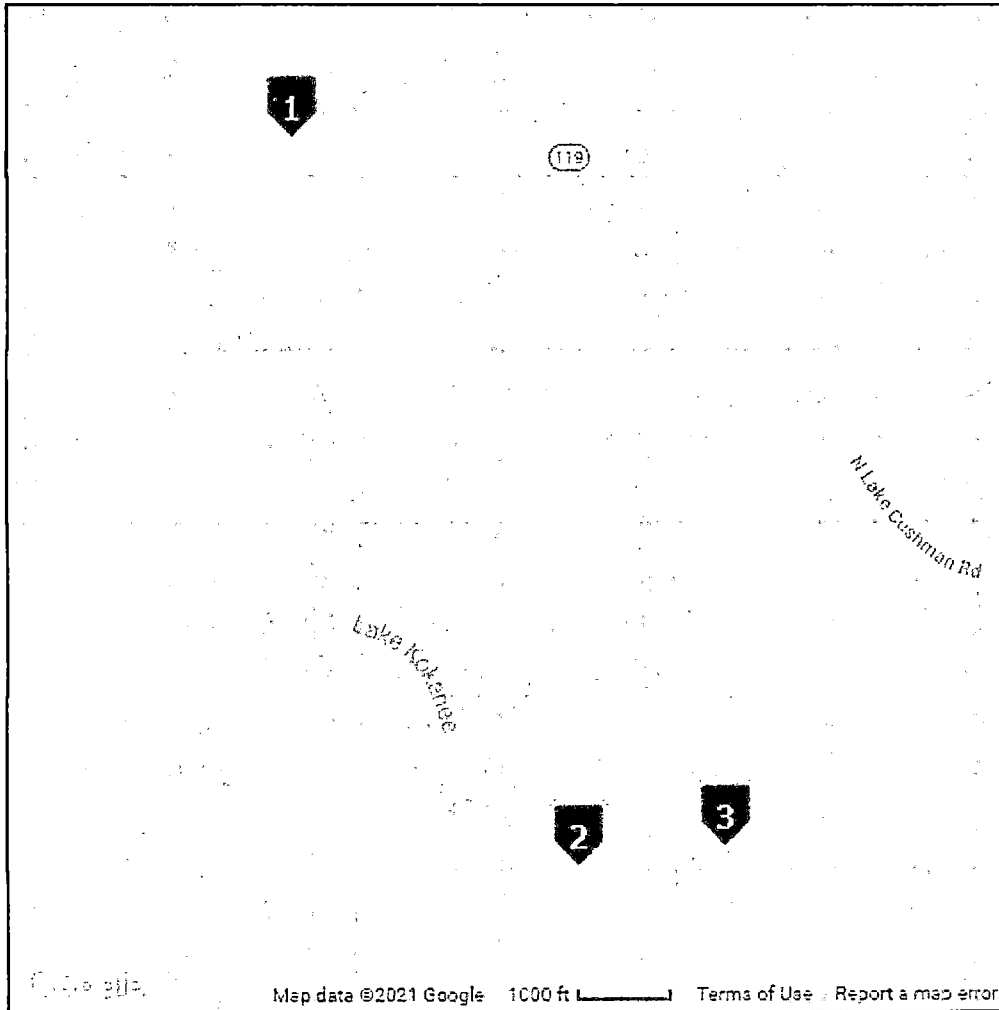


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CMA Map Layout

Thursday, September 16, 2021

This page displays the Map for the CMA Subject and your comparables.



- 141 N Hamma Hamma Dr E
- 1 80 Gadwall Place N
- 2 71 Fircrest Place N
- 3 50 Cod Place N





Comparative Market Analysis

141 N Hamma Hamma Dr E
Hoodsport



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Market Analysis Explanation

Thursday, September 16, 2021

This is an explanation and overview of this market analysis.

This Comparative Market Analysis will help to determine the correct selling price of your home. Ultimately, the correct selling price is the highest possible price the market will bear.

This market analysis is divided into three categories:

1. Comparable homes that are currently for sale
2. Comparable homes that were recently sold
3. Comparable homes that failed to sell

Looking at similar homes that are currently offered for sale, we can assess the alternatives that a serious buyer has from which to choose. We can also be sure that we are not under pricing your home.

Looking at similar homes that were sold in the past few months, we can see a clear picture of how the market has valued homes that are comparable to yours. Banks and other lending institutions also analyze these sales to determine how much they can lend to qualified buyers.

Looking at similar homes that failed to sell, we can avoid pricing at a level that would not attract buyers.

This Comparative Market Analysis has been carefully prepared for you, analyzing homes similar to yours. The aim of this market analysis is to achieve the maximum selling price for your home, while being able to sell your home within a relatively short period of time.



ATTACHMENT 8

RESIDENTIAL AGENT DETAIL REPORT

Listing # 1861627 141 N Hamma Hamma Dr E , Hoodspport 98548 STAT: Sold LP: \$145,000
 County: Mason LT: 117 BLK: CMTY: Lake Cushman PRJ: Lake Cushman Div 6



Type: Residential CDOM: 3
 AR: 178 TAX: 422045100117 OLP: \$145,000
 MAP: GRD: Internet: Yes SP: \$130,000
 DD: From Hwy 101 & N Lake Cushman FIN: Cash
 Rd in Hoodspport, W on Lake Cushman, L LD: 11/05/2021
 on Duckabush Way, L on NE Duckabush XD: 03/05/2022
 Dr, R on N Union Dr, R on E Hamma OMD: 11/08/2021
 Hamma Dr to home on left. SLDT: 12/08/2021

LAG: Cindy Gonzalez (118049) PH: (253) 217-8204
 FAX: PH Type: Home
 LO: Keller Williams South Sound (4602) PH: (360) 786-6900
 SOC: 2.5 Cmnts:
 CLA: PH:
 CLO: PTO: Yes F17: Provided
 OTVP: Vacant OCC: Vacant
 OWN: Undisclosed OPH: (000) 000-0000

SFF: 1,392 SFU:
 ASF: 1,323 SFS: Public Records
 Community Feat: CCRs, Community Waterfront/Pvt
 Beach, Golf Course
 SPA: SAA: AFH:

KEY: Appointment, MLS Keybox, ShowingTime, Vacant
 PTS: (253) 217-8204 OAD: undisclosed
 POS: Closing
 TRM: Cash Out, Rehab Loan
 HOD:

SO: Keller Williams South Sound (4602) TX\$: \$208 TXY: 2021 SNR: Yes MOR:
 PH: (360) 786-6900 Seller Concess: Right of First Refusal:

BR: 3 BDA: 3 BTH: 2.00 FBT: 2 QBT: 0 HBT: 0 FP: 0 TOF:

G L M U ACR: 0.210 LSF: 9,148
 BR: 0 3 0 VEW:
 FUL: 0 0 2 0 WFT:
 3/4: 0 0 0 0 LTV: Level
 1/2: 0 0 0 0 LDE: Paved Street
 FP: SIT: Deck WFG:
 POL:

Dining Room Main GR: Driveway Parking GAR: 0 STY: 21 - Manuf-Double Wide
 Entry Main BLD: YBT: 1997 NC: FND: Concrete Ribbon
 Kit w/o Eat Spc Main BDI: Manufactured Home ARC:
 Living Room Main BDC: RF: Composition
 Primary Bedroom Main EXT: Wood BSM: None
 MHM: Palm Harbor MHS: PH2008412B MHN:

ENS: Geothermal HTC: Forced Air
 WHT: LSD: FLS: Laminate, Wall to Wall Carpet
 FEA:
 APS: Refrigerator, Stove/Range

WAS: Community WAC: Lake Cushman Mai SD: Hood Canal #404 EL: Buyer To Verify
 SWC: septic POC: Mason PUD3 JH: Buyer To Verify SH: Buyer To Verify
 Green Cert: BUS:
 Zoning Jur:: Zoning Code:: 3rd Party Aprvl Req: Other - See R Bank/REO Owned Y/N: No
 Built Green: HERS Score: EPS Score: LEED:
 NWMLS Cert: Cnstrct Mthds:

Agent Only Remarks: Estate sale w damaged interior. Interior photo review before showing appt. Seller will not remove items or clean home. As-is. Home Inspection report available. Pre-inspection form attached. 99 yr leasehold - addendums attached. Olympic Title & Escrow - Shari McGee. Note in P&S "Ownership shall transfer as Assignment of Lease". See Lakecushmanmc.com for HOA docs. LCMC yearly HOA Dues: \$480. Yearly LCC Lease Fee: \$182.77. USE SHOWINGTIME FOR APPOINTMENT TO SHOW.

Marketing Remarks: Potential in Lake Cushman!! 3 bed/2 full bath spacious home in Lake Cushman community with exterior covered porch, large yard spaces and a bamboo oasis in the back yard with a large storage shed. Newer roof (2-3 years old). Upgraded kitchen, cathedral ceilings and large windows throughout. Dining area and breakfast nook. Large laundry/utility room. Estate sale - sold as-is, including items on property. This needs more than paint and flooring - but offers the potential of a beautiful home in a serene setting after you're done. Cash only. Interior photos on request.

Offers: Seller intends to review offers upon receipt

Realist Tax

Tax ID:	4-22-04-51-00117	Tax Year:	2020	Ann Tax:	\$111
Address:	141 N Hamma Hamma Dr E Hoodspott, 98548+9730	Condo #:		Townshp:	1 404 H P3 F18 Lh I
County:	Mason	SF:	1,323	FipsStCd:	53045
Sub-d:		Stories:	1	Year Built:	1997
Owner:	Virginia Lee Jackson	Assess Year:	2020	Fireplc:	
Assess Imp:	\$81,480	Assess Ttl:	\$104,700	Land As:	\$23,220
Lot Depth:		Lot Front:		Garage:	
Bedrooms:	3	Full Baths:	2	Heat:	Forced Air
Water:		Sewer:			
		Pool:			