



200909020003

Skagit County Auditor

9/2/2009 Page 1 of 5 9:25AM

AFTER RECORDING RETURN TO:

Encore Homes, Inc.
1801 Grove St., Unit B
Marysville, WA 98270

Document Title

Notice of Builder's Disclosures

CHICAGO TITLE CO.

1QB3198

Grantor

Encore Homes, Inc.

Grantee:

Current and future owners of Lots 2, 5, 6 and 7 of the Plat of Cedar Creek, recorded under Skagit County Auditor's File Number 200810070082, Located in the Northwest 1/4 of Section 11, Township 35 North, Range 4 East. W. M.

Legal Description:

Lots 2, 5, 6 and 7 of the Plat of Cedar Creek, recorded under Skagit County Auditor's File Number 200810070082, Located in the Northwest 1/4 of Section 11, Township 35 North, Range 4 East. W. M. Situated in Skagit County

Assessor's Property Tax Parcel/Account Numbers:

P127942
P127945
P127946
P127947

This notice is from Encore Homes Inc., the BUILDER of the homes in Cedar Creek Estates to all current and future owners of said homes as well as to potential BUYERS. The information in this notice applies to the houses and appurtenant fixtures and equipment as originally built in 2009 by BUILDER. By taking title to the property, owners agree to be bound by the terms of this document that apply to BUYER.

2-10 HOME BUYERS WARRANTY: The home is or will be enrolled in the 2-10 Home Builder Warranty Program provided by the Home Buyers Warranty Corporation. That warranty is contained in the edition of the 2-10 Home Buyers Warranty Booklet that was current at the time construction of the home was completed. The remaining coverage or terms under BUILDER'S warranty shall automatically transfer upon closing to BUYER. Future BUYERS should note that the 2-10 Warranty may have expired by the time they purchase the house, please contact Home Buyers Warranty Corporation to determine remaining coverage, if any. The warranty booklet should be requested by BUYER from the seller under his/her purchase agreement. The warranty contained in the 2-10 Home Buyers Warranty Booklet is the sole warranty provided to BUYER by BUILDER. BUILDER will make no other agreements or representations regarding the construction of the subject home. Any other warranty or warranties, whether express or implied or regarding quality, fitness for a particular purpose, merchantability, habitability or otherwise are disclaimed by BUILDER, unless otherwise prohibited by state law. If there is a conflict between the provisions of this document and the provisions of the 2-10 Home Buyers Warranty Booklet, the provisions of the 2-10 Home Buyers Warranty Booklet will apply. If there is a conflict between any other term of this document and this section or the following section titled ARBITRATION OF DISPUTES THAT ARISE AFTER CLOSE OF ESCROW, these two sections will apply.

Rights of BUYER against BUILDER for defects in construction shall be solely and exclusively as set forth in 2-10 Home Buyers Warranty Booklet, (which BUYER should request) in lieu of any and all liability of any kind, including personal injury, or direct, incidental or consequential loss or damage arising out of or in connection with the design, method of construction, choice and nature of equipment and materials and all other aspects of the construction of the subject home. BUYER should understand that the warranty as to appliances and other consumer products installed in or furnished with the home are exclusively the warranty of the manufacturer or supplier, and the same are assigned to BUYER effective upon closing.

ARBITRATION OF DISPUTES WHICH ARISE AFTER CLOSE OF ESCROW. It is hereby disclosed that all claims, disputes and controversies between BUYER and BUILDER arising from or related to the home or to any defect in or to the subject home shall be submitted to binding arbitration by and pursuant to the arbitration provision contained in the applicable edition of the 2-10 Home Buyers Warranty Booklet. That Booklet should be requested by BUYER and is incorporated herein by reference. As set forth in the Warranty Booklet, binding arbitration of disputes which arise after the close of escrow will be accomplished pursuant to the rule of Construction Arbitration Services ("CAS"), in effect at the time of the request for arbitration. The Federal Arbitration Act, to the exclusion of any inconsistent state law, shall govern this arbitration agreement. Any attempt to use other dispute resolution procedures in violation of the terms of the 2-10 Home Buyers Warranty Booklet shall result in the right of an affected party to reimbursement of costs and expenses deemed necessary by the affected



party, including attorney's fees, incurred in seeking dismissal of such unauthorized dispute resolution procedure.

RIGHT TO CURE NOTICE: RCW CHAPTER 64.50 CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST THE BUILDER OF YOUR HOME. FORTY-FIVE DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO THE BUILDER A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE YOUR BUILDER THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE BUILDER. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT.

HAZARDOUS SUBSTANCE DISCLOSURE: Notice is given to buyer that BUILDER does not have special expertise concerning hazardous substances such as asbestos, urea-formaldehyde, radon, electric power lines, heating fuel tanks, PCB'S or other chemicals. BUILDER recommends BUYER has a professional inspection of the property for the existence of hazardous substances, and that the BUYER is purchasing the property without warranty and without recourse to BUILDER with respect to the presence of hazardous substances on the property. All material used, building codes and practices followed to construct this home met the current building standards at the time of construction. If materials are found to be hazardous or building codes are changed, BUILDER shall not be held responsible for any allergic reactions, illness, side effects, other problems or liabilities any time now or in the future. BUYER should accept the home and any future responsibilities and liabilities arising from these and any related events. **RADON GAS:** Radon is a deadly, odorless, cancer-causing gas. BUILDER has not tested for radon. BUYER is hereby advised to have testing done prior to closing. **CARBON MONOXIDE:** Carbon Monoxide detectors are not installed unless required by building codes. BUYER is advised to research the possible need for monitoring--prior to occupancy.

SURVEY: BUILDER does not do a survey as a matter of course therefore cannot guarantee that there are no encroachments. BUYER is advised to research to their own satisfaction (which may include a professional survey) property corners, encroachments and specific location of easements.

WATER, UTILITIES, SPECIAL ASSESSMENTS: BUYER should be aware that BUILDER shall not be responsible for quantity, quality or availability of water beyond completion of this home. BUYER is hereby advised to investigate to their satisfaction, the water well prior to closing. Although the system is approved, to the best of our knowledge, by local governing agencies and, if applicable, by VA and FHA, as with many wells, the quality and quantity of the water may vary from time to time. BUILDER has no expertise in these areas and therefore advises BUYER to research to their satisfaction the water system serving this home. BUYER is advised to verify utility costs and any special or pending/proposed assessments such as LID or utility assessments, school, park or road assessments with local city and utility departments. Each site is served by an individual well that meets all current county and state guidelines.



SEWAGE DISPOSAL SYSTEM: BUYER is advised that an ATU onsite sewage disposal system has been installed on this property. It is required that the home's owner enter into an agreement for the continued monitoring of the system's performance by a qualified inspector. The continued monitoring of the system by a qualified inspector will be the responsibility of BUYER. BUYER is hereby advised to research the operation, maintenance and monitoring requirements of this system with the Skagit Health Department to their own satisfaction.

MATERIALS/SUBCONTRACTORS DISCLAIMER: All methods and materials used in the construction of this home are within standards widely accepted in the building industry.

NOTICE TO BUYER: THE INSTALLATION OF MATERIALS (SUCH AS WINDOWS) MAY VARY FROM THE MANUFACTURERS' RECOMMENDATIONS, WHICH MAY VOID MANUFACTURERS' WARRANTIES. HOWEVER, CONSTRUCTION DEFICIENCIES ARE WARRANTED SUBJECT TO THE TERMS OF THE 2-10 HBW WARRANTY PROVIDED BY THE BUILDER.

LANDSCAPING: BUYER should adhere to all of the requirements for landscaping set forth within the Covenants, Conditions and Restrictions as recorded against the title of said property. SELLER and/or BUILDER are not responsible for care and maintenance of any landscaping after closing or completion. **Seller and/or Builder do NOT warrant landscaping or fencing.** At the time of construction, the lot was graded in accordance with applicable building codes and sound engineering practices were employed to provide for adequate drainage of the property. BUYER is advised not to alter the grade of the lot in any manner which will alter the flow of water. Drainage must always be away from the house. BUYER is also advised to note the manner in which any adjacent property drains and direct all flow away from your home. Any alteration to the grade of your yard areas due to landscaping or hardscape (such as patios, sidewalks, etc.) should be carefully designed and installed only with professional advice and assistance. Please note that BUILDER assumes no responsibility for any change to the engineered drainage pattern of the graded lot by anyone other than BUILDER, its employees, agents or subcontractors.

FENCING: SELLER AND/OR BUILDER CANNOT GUARANTEE THAT THE FENCE LINE IS THE PROPERTY LINE. FENCE MAY BE ON OR NEAR THE PROPERTY LINE OR SET BACK FROM THE PROPERTY LINE AND WILL VARY FROM LOT TO LOT. SELLER ADVISES BUYER TO RESEARCH THEIR LOT BOUNDARIES TO THEIR OWN SATISFACTION.

LOCKS: BUYER is advised that although new locks may have been installed on their home, if keys have been left out for service people to access the home, or if keys have been accessible through the construction process, the BUILDER cannot guarantee that keys have not been acquired or copied by others. BUILDER advises BUYER to use their own discretion as to whether or not to have locks re-keyed, etc. BUILDER shall not be responsible for any losses or injuries incurred.

HOME ELEVATION/SIZE: This home was or will be completed in a professional workmanlike manner according to standard building practices and made available for inspections by the building inspector(s) of the local jurisdiction and approved for occupancy at the completion of construction. The home is built with quality materials chosen by the



BUILDER and approved by the inspection of the local jurisdiction. BUILDER reserves the right to modify elements such as pony walls, foundation walls and footings, elevations and materials depending on material availability and individual site requirements without prior written notice to BUYER and this shall not constitute a breach of this agreement. This home shall be considered to be constructed similar to others in the plat although some homes may have been upgraded or have included options, etc. BUILDER shall not be held liable for any errors or omissions in any information provided to lender for appraisal purposes. All materials are installed to meet industry standards and the installations are approved by inspection by the building department of the local jurisdiction at the time of construction, but may sometimes vary from individual manufacturer recommendations.

ENCORE HOMES, INC.

David B. Johnson 8/31/09
David B. Johnson, President

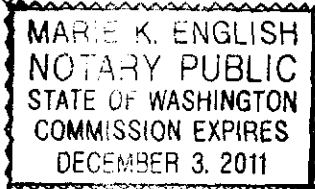
STATE OF WASHINGTON

)ss.

COUNTY OF SNOHOMISH

I certify that I know or have satisfactory evidence that David B. Johnson is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Encore Homes, Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated August 31, 2009



Print Name: Marie K. English
Notary Public in and for the State of
Washington residing at Arlington
My appointment expires: Dec 3, 2011

