

**STANDARD CONDOMINIUM  
ADDENDUM TO PURCHASE AND SALE  
AGREEMENT**

This Standard Condominium Addendum (“Addendum”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between \_\_\_\_\_ (“Buyer”) and Joan’s Lane Properties, LLC (“Seller”), for the purpose of supplementing and amending the terms of that certain Purchase and Sale Agreement (“Agreement”) executed by Buyer and Seller respecting the property known as Unit \_\_\_\_\_ of the My Garage on Carolina, a Condominium, a condominium recorded at Whatcom County Auditor’s File No. 2018-0603154 (the “Unit”).

**RECITALS:**

- A. Seller is the declarant of the My Garage on Carolina, a Condominium, which was created by a condominium declaration recorded at Whatcom County Auditor’s File No. 2018-0603154 and a Survey Map and Plans for My Garage on Carolina, a Condominium recorded at Whatcom County Auditor’s File No. 2018-0603153 (the “Condominium”).
- B. The Condominium is a storage condominium restricted to non-residential use in the Declaration.
- C. As long as the condominium is restricted to non-residential use in the declaration, the Consumer Protection Article of the Condominium Act may be waived by unit purchasers. This includes the requirement to provide a public offering statement and the implied warranties under the Condominium Act.
- D. The purpose of this addendum is to address condominium specific issues.

**TERMS:**

For good and valuable consideration, receipt and sufficiency of which are conclusively acknowledge by the parties hereto, it is mutually agreed that the Agreement is modified as follows:

- 1.A. Seller’s Existing Financing.** Buyer understands that Seller has underlying financing on the Condominium project. Buyer understands that all of the terms of the Agreement are subordinate to this financing. Upon Closing, Seller shall cause the Unit and Buyer’s interest in the Common Elements of the Condominium to be released from the financing.
- 1.B. Pro Ration of Real Estate Taxes.** If the real estate taxes for the Unit has not been segregated prior to Closing, then Buyer and Seller shall prorate those taxes based upon the real estate taxes for the entire Condominium and the percentage interest in Common Elements allocated to the Unit as stated in the Declaration.
- 1.C. Seller’s Disclosure Statement.** The Real Property Transfer Disclosure Statement required by RCW Chapter 64.06 is hereby waived. This waiver is made pursuant to RCW 64.06.010. The parties acknowledge that Seller’s response to any of the questions in the section entitled “Environmental” would not be “yes.”
- 1.D. Condominium Declaration and Phased Development.** The Units are subject to the Survey Map and Plans recorded at Whatcom County Auditor’s File No. 2018-0603153 and the Declaration recorded at Whatcom County Auditor’s File No. 2018-0603154. The Seller

has reserved the right to develop the Condominium in phases. The first phase is complete. The Seller provides no guarantees as to the timing and/or completion of future phases of the Condominium. Buyer is advised to review the Survey Map and Plans for the Condominium and the Condominium Declaration, as they may be amended, and any other recorded documents related to the Condominium. Additional information is found in the Condominium Declaration and Survey Map and Plans.

- 1.E. Washington Condominium Act Waiver Generally.** The transaction contemplated by the Agreement is the sale of units in a storage condominium. Pursuant to RCW 64.34.400(1), the buyer and seller of condominium units that are restricted to nonresidential use in the declaration may agree in writing as to the extent Article 4 of the Washington Condominium Act applies to the transaction. As described in Recital B above, the Units are restricted to nonresidential use in the Declaration. It is the intent of the parties that Article 4 of the Washington Condominium Act be not applicable to this purchase and sale transaction. Therefore, the entirety of Article 4 of the Washington Condominium Act and the consumer protection that comes with it, do not apply at all. The result of this is that no Public Offering Statement is required to be delivered and the statutory implied warranties found in the Washington Condominium Act do not apply, among other things.
- 1.F. Waiver of Right to Receive Public Offering Statement and Condominium Act.** The Unit is restricted to non-residential use in the Declaration. As the Condominium is restricted to non-residential use, the Buyer hereby waives the right to receive a statutory public offering statement and, in that regard, waives all rights and/or remedies that they may have under Article 4 of the Washington Condominium Act. This waiver is given pursuant to RCW 64.34.400(1).
- 1.G. Definitions.** The terms in this Addendum with initial capital letters, not defined in this Addendum, shall have the meaning given in the Declaration or the Agreement.
- 2. Waiver of Express and Implied Statutory Warranties.** The Washington Condominium Act contains basic warranty provisions applicable in the sale of new condominium units. The Units and Common Elements of this Condominium are designed exclusively for non-residential purposes, and thus there is no required statutory “warranty of quality” or “warranty of suitability” associated with such Units or the Common Elements. Seller will not convey title to the Unit to Buyer unless Buyer waives its rights to any of the warranties under the Washington Condominium Act, including the statutory “warranty of quality” or “warranty of suitability”. Further, Seller will make no express warranty of any sort. Thus, except as described below, Buyer agrees that the Units and their associated interest in the Condominium’s Common Elements are sold WITH NO EXPRESS OR IMPLIED WARRANTY PROVIDED UNDER THE LAWS OF THE STATE OF WASHINGTON, INCLUDING ANY WARRANTIES OF FITNESS, MERCHANTABILITY, QUALITY, SUITABILITY AND/OR HABITABILITY. THE UNITS ARE ACCEPTED BY BUYER ON AN “AS IS” BASIS, “WITH ALL FAULTS”.
- 3. Representations.** There are no other express or implied agreements, promises or representations, except as set forth herein, or in another written document executed by Seller and Buyer. Buyer and all agents acknowledge that no agent, job superintendent, contractor or subcontractor has authority to make, has made, any agreement, promise or representation on behalf of Seller.

4. **Further Assurances.** The parties agree to execute any documents, agreements, or other papers, which may be necessary, appropriate and/or convenient to carry out the transaction contemplated by this Agreement and Addendum.
5. **Supremacy of Addendum Provisions.** This Addendum is designed to supersede any and all inconsistent provisions of the Agreement or any other addenda referenced therein. Except as modified herein, all of the terms and provisions of the Agreement are hereby expressly ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum, intending to modify their Purchase and Sale Agreement.

SELLER

BUYER

JOAN'S LANE PROPERTIES, LLC

By \_\_\_\_\_  
MICHAEL OLSEN, Member

\_\_\_\_\_