

**ADDENDUM/AMENDMENT TO PURCHASE AND SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated \_\_\_\_\_  
between \_\_\_\_\_ (“Buyer”) and \_\_\_\_\_ (“Seller”)  
concerning \_\_\_\_\_ (the “Property”)

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS:

1. The purchase and sale of a CVHT home has elements that are distinctly different from a conventional home purchase and sale. This includes but is not limited to:
  - a. Home is sold as a leasehold including land that is owned and leased to owner by CVHT for a monthly fee. The term of the lease is 99 years and is renewable and inheritable.
  - b. Property taxes may be waived for affordable homeownership by the Department of Revenue through application upon purchase. This statement is not a guarantee from CVHT and Buyer acknowledges that this program may not be available at the time of execution. Consult legal counsel or a qualified real estate lender. In its current form those qualified should submit “DOR FORM: New Owner Income Verification Form” post purchase for credit.
  - c. All structural repairs are completed by Seller prior to sale to standards set forth in Article 10 in the Master Ground Lease, these repairs include appliances and furnishings included in leasehold. CVHT represents that these appliances and furnishing are in good working order. If, after inspection, more repairs are needed, Buyer must notify Seller. Seller will repair or cost to repair AND any such expense will be taken by CVHT from sale proceeds upon sale to fund repairs. Repairs will be made within 5 days of closing.
  - d. When the Seller’s lease ends, either by termination or expiration, ownership of the residence and land reverts to CVHT. CVHT will then pay permitted mortgagees, debts owed to CVHT, and then remainder of the purchase option price defined in articles 7 and 10 in the CVHT Master Ground Lease
  - e. Mortgagees must sign Standard Permitted Mortgage Agreement prior to closing and have certain obligations under the lease. The type of Mortgagees permitted for CVHT purchase are described in the CVHT Master Ground Lease. Refer to EXHIBIT: Permitted Mortgages.
  - f. Buyers must purchase home insurance. The Home Insurance must comply with CVHT policy and CVHT must be named as additional insured. Buyers must provide CVHT proof of insurance and that it is named as additional insured for an amount not less than the purchase price.
  - g. Seller may transfer the home only to CVHT or an Income qualified person that has been duly qualified by CVHT as a purchaser or heir as defined in Article 10
  - h. Seller must give CVHT a Notice of Intent to sell in writing and within 45 days CVHT will then assign purchase option to a chosen income qualified buyer. Refer to Article 10 in Master Ground Lease for language needed in intent to sell notice.
2. The Purchase and Sale Agreement and any addenda are subject to Master CVHT Ground Lease Agreement and CVHT Ground Lease Rider. As a condition precedent, Buyer must read and agree to the terms and conditions set forth in these agreements. The CVHT Master Ground Lease Agreement (and Rider where applicable) is signed by recording a completed and signed Memorandum of Lease that is recorded in reference to the Master CVHT Ground Lease with Chelan County.
3. Buyer shall be an Income Qualified Buyer that has been assigned the purchase option by CVHT.

- 43 4. Buyer and Seller shall disregard the following items and language of Form 21 and 22A Purchase and Sale Agreement  
44 and Financing Addendum:
- 45 a. Item U regarding commission. Commissions, if necessary, will be arranged by CVHT to be paid and will not  
46 be paid unless approved by CVHT.
  - 47 b. Item O regarding default. Earnest money will be returned if buyer fails to complete the purchase.
  - 48 c. Item G regarding Like Kind Exchange. Not applicable to CVHT home purchases
  - 49 d. Lines 80-86 on Item F regarding terms of contracts extending beyond closing.
  - 50 e. Language in lines 106 and 107 regarding fuel tanks.
  - 51 f. Item 7 (lines 65 through 99) of the Form 22A Financing Addenda shall not apply to CVHT purchases. CVHT  
52 will determine purchase price per the Ground Lease.
- 53 5. Regarding Purchase and Sale Agreement Form 21 item X, line 212 NEITHER CVHT nor the Broker (if any) are  
54 responsible for assuring parties perform obligations in the PSA.
- 55 6. Buyer agrees that CVHT is permitted to contact the lender and receive information on the buyer behalf about the  
56 loan application. NWMLS Form 22AP shall not be used, as information will be shared by lender to CVHT only.
- 57 7. At any time CVHT or Buyer may terminate the Agreement. All monies paid to CVHT outside of \$500.00 escrow  
58 deposit will be nonrefundable. The \$500.00 escrow deposit shall be returned to buyer if the Agreement is  
59 terminated. No monies shall be paid directly from Buyer to Seller or vice versa. CVHT and title company will manage  
60 all monies related to purchase and sale.
- 61 8. Seller shall permit inspections required by Buyer's lender. Neither CVHT nor Seller is obligated to pay for such  
62 inspections unless otherwise agreed.
- 63 9. Except for new construction, the home, subject to the leasehold shall be sold at Formula Price dictated in the Master  
64 Ground Lease agreement.
- 65 10. If necessary, to complete the sale (rare), CVHT reserves the right per the Ground Lease Agreement to charge a 1%  
66 transfer fee to buyer for assisting with the transaction if needed.
- 67 11. The following documents must be completed, signed, and submitted to buyers chosen title company or CVHT prior  
68 to closing:
- 69 a. To title company with copy to CVHT, signed Memorandum of Lease including:
    - 70 i. Standard Permitted Mortgage Agreement, signed by Mortgagee and Homeowner
    - 71 ii. Deed. Signed by seller and buyer, and notarized.
    - 72 iii. Homeowner's Letter of Agreement
    - 73 iv. Attorney's Letter of Acknowledgement
    - 74 v. Exhibit: Leased Land
    - 75 vi. Exhibit: Zoning
    - 76 vii. Exhibit: Restrictions/Covenants
  - 77 b. In addition, submit the following to CVHT:
    - 78 i. Buyer's Home Insurance Binder complying with CVHT policy and CVHT named as additional insured:  
79 Chelan Valley Housing Trust, PO Box 674 Chelan, WA 98816
    - 80 ii. Inspection Report (not for new construction)
    - 81 iii. Appraisal
    - 82 iv. Commitment letter from lender
- 83
- 84
- 85

