SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

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SELLER: 1 Seller Seller 2 To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, condominiums not subject to a public offering statement, certain timeshares, and manufactured and mobile homes. See RCW 3 4 Chapter 64.06 for further information. 5 **INSTRUCTIONS TO THE SELLER** Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property check 6 "NA." If the answer is "yes" to any asterisked (*) item(s), please explain on attached sheets. Please refer to the line number(s) of 7 the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure 8 statement and each attachment. Delivery of the disclosure statement must occur not later than five (5) business days, unless 9 10 otherwise agreed, after mutual acceptance of a written purchase and sale agreement between Buyer and Seller. 11 NOTICE TO THE BUYER 12 THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT , CITY 13 _____ ("THE PROPERTY") OR AS , COUNTY STATE _ , ZIP 14 LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A. 15 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED 16 ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE 17 STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM 18 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT 19 BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE 20 SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND 21 PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT. 22 THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE 23 LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF 24 ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER. 25 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED 26 TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, 27 WITHOUT LIMITATION. ARCHITECTS. ENGINEERS. LAND SURVEYORS. PLUMBERS. ELECTRICIANS. ROOFERS. 28 BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. 29 THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE 30 PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY 31 32 ADVICE, INSPECTION, DEFECTS OR WARRANTIES. SELLER I IS/ IS NOT OCCUPYING THE PROPERTY. 33 I. SELLER'S DISCLOSURES: 34 *If you answer "Yes" to a question with an asterisk (*), please explain your answer and attach documents, if available and not 35 otherwise publicly recorded. If necessary, use an attached sheet. 36 YES NO DON'T N/A 37 1. TITLE KNOW 38 A. Do you have legal authority to sell the property? If no, please explain. 39 *B. Is title to the property subject to any of the following? 40 (1) First right of refusal 41 (2) Option 42 (3) Lease or rental agreement 43 (4)Life estate? 44 *C. Are there any encroachments, boundary agreements, or boundary disputes?...... 45 *D. Is there a private road or easement agreement for access to the property?...... 46 *E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of 47 the property? 48 *F. Are there any written agreements for joint maintenance of an easement or right-of-way?...... 49 *G. Is there any study, survey project, or notice that would adversely affect the property? 50

*H. Are there any pending or existing assessments against the property?

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Page	2 of	6 (Continued)		onno		20	
U			YES	NO	don't Know	N/A	52 53
	*I.	Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling?	ם				54 55
	*J.	Is there a boundary survey for the property?	🗖				56
	*K.	Are there any covenants, conditions, or restrictions recorded against the property?	🗖				57
		PLEASE NOTE: Covenants, conditions, and restrictions which purport to forbid or restrict the conveyance, encumbrance, occupancy, or lease of real property to individuals based on race, creed, color, sex, national origin, familial status, or disability are void, unenforceable, and illegal. RCW 49.60.224.					58 59 60 61
2.	WA	TER					62
	Α.	Household Water					63
		 (1) The source of water for the property is: Private or publicly owned water system Private well serving only the subject property * 	_				64 65
		*If shared, are there any written agreements?					66
		*(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?	ם				67 68
		*(3) Are there any problems or repairs needed?	ロ				69
		(4) During your ownership, has the source provided an adequate year-round supply of potable water? If no, please explain:	ロ				70
		*(5) Are there any water treatment systems for the property?					71 72
		If yes, are they: Leased Owned		-	-	-	73
		*(6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim?	🗖				74 75
		(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?	🗖				76
		*(b) If yes, has all or any portion of the water right not been used for five or more successive years	? 🗖				77
		*(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?	ם				78
	В.	Irrigation Water					79
		(1) Are there any irrigation water rights for the property, such as a water right permit,					80
		certificate, or claim? *(a) If yes, has all or any portion of the water right not been used for five or more					81 82
		successive years?	ロ				83
		*(b) If so, is the certificate available? (If yes, please attach a copy.)					84
		*(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed?	🗖				85
		*(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? If so, please identify the entity that supplies water to the property:	🗖				86 87 88
	C.	Outdoor Sprinkler System					89
		(1) Is there an outdoor sprinkler system for the property?	ロ				90
		*(2) If yes, are there any defects in the system?					91
		*(3) If yes, is the sprinkler system connected to irrigation water?	🗖				92
3.	SEV	NER/ON-SITE SEWAGE SYSTEM					93
	Α.	The property is served by:					94
		 Public sewer system On-site sewage system (including pipes, tanks, drainfields, and all other of Other disposal system Please describe: 	compor	nent p	arts)		95 96 97

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age 3 of 6	6 (Continued)		01110		20	
	If public sewer system service is available to the property, is the house connected to the sewer main?	YES	NO	Don't Know	N/A	98 99 100
	If no, please explain:					101
*C.	Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?	ם				102 103
D.	If the property is connected to an on-site sewage system:					104
	*(1) Was a permit issued for its construction, and was it approved by the local health	_	_	-	_	105
	(2) When was it last pumped?					106
	*(3) Are there any defects in the operation of the on-site sewage system?	ם				107 108
	(4) When was it last inspected?					109
	By whom:			_	_	110
-	(5) For how many bedrooms was the on-site sewage system approved? bedrooms					111
E.	Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system?					112 113
	If no, please explain:		_	_	_	114
*F.	Have there been any changes or repairs to the on-site sewage system?	ם				115
G.	Is the on-site sewage system, including the drainfield, located entirely within the					116
	boundaries of the property?					117
*11	If no, please explain:					118
ΪН.	Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?	ם				119 120
WHICH	E: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE IS BEING COMPLETED FOF I HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUES CTURAL) OR ITEM 5 (SYSTEMS AND FIXTURES).					121 122 123
	UCTURAL					124
*A.	Has the roof leaked within the last 5 years?	ם				125
*B.	Has the basement flooded or leaked?	ם				126
*C.	Have there been any conversions, additions or remodeling?					127
	(1) If yes, were all building permits obtained?(2) If yes, were all final inspections obtained?					128
Р	Do you know the age of the house?					129
D.	If yes, year of original construction:					130 131
*E.	Has there been any settling, slippage, or sliding of the property or its improvements?	ם				132
	Are there any defects with the following: (If yes, please check applicable items and explain)					133
	 Foundations Decks Exterior Walls Chimneys Interior Walls Fire Alarms Doors Windows Patio Ceilings Slab Floors Driveways Pools Hot Tub Sauna Sidewalks Outbuildings Fireplaces Garage Floors Walkways Siding Wood Stoves Elevators Incline Elevators Stairway Chair Lifts Wheelchair Lifts Other 					134 135 136 137 138 139 140 141
*G.	Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed?	ם				142 143 144
Н.	During your ownership, has the property had any wood destroying organism or pest infestation?	ם				145
I.	Is the attic insulated?					146
J.	Is the basement insulated?	ם				147

SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

ige	4 of (6 (Continued)					
5.	SYS	STEMS AND FIXTURES	YES	NO	don't Know	N/A	148 149
	*A.	If any of the following systems or fixtures are included with the transfer, are there any defects?					150
		If yes, please explain:					151
		Electrical system, including wiring, switches, outlets, and service Plumbing system, including pipes, faucets, fixtures, and toilets Hot water tank	D				152 153 154
		Garbage disposal Appliances Sump pump	D				155 156 157
		Heating and cooling systems Security system: Owned Leased Other	ロ				158 159 160
	*B.	If any of the following fixtures or property is included with the transfer, are they leased? (If yes, please attach copy of lease.)					161 162
		Security System:					163
		Tanks (type):					164 165
		Other:					166
	*C.	Are any of the following kinds of wood burning appliances present at the property? (1) Woodstove?					167 168
		(2) Fireplace insert?					169
		(3) Pellet stove?					170 171
		If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental		-	-		172
		Protection Agency as clean burning appliances to improve air quality and public health?	🗖				173
	D.	Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services?	ם				174 175
	Ε.	Is the property equipped with carbon monoxide alarms? (Note: Pursuant to RCW 19.27.530, Seller	_	_	_	_	176
	_	must equip the residence with carbon monoxide alarms as required by the state building code.)					177
	F.	Is the property equipped with smoke alarms?	🖬				178
6.	HOI	MEOWNERS' ASSOCIATION/COMMON INTERESTS					179
	A.	Is there a Homeowners' Association? Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available:	🗖				180 181 182 183
	В.	Are there regular periodic assessments?	🗖				184
		\$per □ month □ year					185
	*0	Other:					186
		Are there any pending special assessments? Are there any shared "common areas" or any joint maintenance agreements (facilities	🖵				187
	D.	such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)?	ロ				188 189 190
7.	EN\	VIRONMENTAL					191
	*A.	Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?	ロ				192 193
	*В.	Does any part of the property contain fill dirt, waste, or other fill material?	ロ				194
	*C.	Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	ם				195 196
	D.	Are there any shorelines, wetlands, floodplains, or critical areas on the property?	🗖				197
	*E.	Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?	ם				198 199 200
	*F.	Has the property been used for commercial or industrial purposes?					201

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Page	e 5 of	6	(Continued)					
				YES	NO	don't Know	N/A	202 203
	*G.	ls t	here any soil or groundwater contamination?	🗖				204
	*H.	Are	there transmission poles or other electrical utility equipment installed, maintained, or					205
		bur	ied on the property that do not provide utility service to the structures on the property?					206
	*1.	На	s the property been used as a legal or illegal dumping site?					207
	*J.	На	s the property been used as an illegal drug manufacturing site?					208
	*K.	Are	there any radio towers in the area that cause interference with cellular telephone reception?	🗖				209
8.	LE	AD E	BASED PAINT (Applicable if the house was built before 1978).					210
	A.	Pre	esence of lead-based paint and/or lead-based paint hazards (check one below):					211
			Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).					212 213
			Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing	j .				214
	В.	Re	cords and reports available to the Seller (check one below):					215
			Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).					216 217
								218
			Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards i	n the h	nousin	ıg.		219
9.	МА	NUF	ACTURED AND MOBILE HOMES					220
		-	operty includes a manufactured or mobile home,					221
		-	I you make any alterations to the home?	ロ				222
			es, please describe the alterations:					223
	*В.	Dic	any previous owner make any alterations to the home?	ロ				224
	*C.	lf a	Iterations were made, were permits or variances for these alterations obtained?	🗖				225
10.	FU	LL C	NSCLOSURE BY SELLERS					226
	A.		ner conditions or defects:					227
		*Ar	e there any other existing material defects affecting the property that a prospective /er should know about?					228 229
	_				-	-	-	223
	В.	B. Verification The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licensees harmless from and against any and all claims that the above information is inaccurate. Seller authorizes real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.						
		Se	eller Date Seller			Dat	e	235 236
		00				Dat	~	200
			is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Plea	ase re	fer to the	e line	
num	ber(s	s) of	the question(s).					238 239

240 241

242 243

SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY (Continued)

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II. NOTICES TO THE BUYER

1. SEX OFFENDER REGISTRATION

INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.

2. PROXIMITY TO FARMING

THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN CLOSE PROXIMITY TO A FARM. THE OPERATION OF A FARM INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES, WHICH ARE PROTECTED UNDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT.

III. BUYER'S ACKNOWLEDGEMENT

1. BUYER HEREBY ACKNOWLEDGES THAT:

- A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
 263 264
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and 265 not by any real estate licensee or other party. 266
- C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information 267 provided by Seller, except to the extent that real estate licensees know of such inaccurate information. 268
- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller. 269
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).
 270
- F. If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet *Protect Your Family From Lead in Your* 272 Home. 273

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S 274 ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER 275 AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY 276 SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY 277 DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU 278 MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT. 279

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES 280 THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. 282

Buyer	Date	Buyer	Date
•	T TO REVOKE OFFER the Seller's responses to this Se Buyer's offer based on this disc		er approves this statement and
Buyer	Date	Buyer	Date
	T TO RECEIVE COMPLETED S		
Buyer has been advised of Bu However, if the answer to any	T TO RECEIVE COMPLETED S iver's right to receive a complete of the questions in the section e ital" section of the Seller Disclos	d Seller Disclosure Statement. ntitled "Environmental" would b	Buyer waives that right.
Buyer has been advised of Bu However, if the answer to any	yer's right to receive a complete of the questions in the section e	d Seller Disclosure Statement. ntitled "Environmental" would b	Buyer waives that right.