50

51

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 8 the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure 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 THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT 12 , CITY 13 ("THE PROPERTY") OR AS , ZIP , COUNTY STATE 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 II 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?..... \Box 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?
- *H. Are there any pending or existing assessments against the property?

SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

age 2 of		(Continued)							
0			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?					54 55		
	*J.	Is there a boundary survey for the property?	ם				56		
	*K.	Are there any covenants, conditions, or restrictions recorded against the property?	ם				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?					69		
		(4) During your ownership, has the source provided an adequate year-round supply of potable wate					70		
		If no, please explain:					71		
		*(5) Are there any water treatment systems for the property? If yes, are they: Leased Owned	ם				72 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	d?□				76		
		*(b) If yes, has all or any portion of the water right not been used for five or more successive yea	ars? 🗖				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, certificate, or claim?	ם				80 81		
		*(a) If yes, has all or any portion of the water right not been used for five or more					82		
		successive years? *(b) If so, is the certificate available? (If yes, please attach a copy.)					83 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?	ם				90		
		*(2) If yes, are there any defects in the system?	ם				91		
		*(3) If yes, is the sprinkler system connected to irrigation water?					92		
3.	SE\	WER/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 Other disposal system Placed describe: 	r compo	nent p	arts)		95 96 97		
		Please describe:					57		

SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

©Copyright 2015 Northwest Multiple Listing Service ALL RIGHTS RESERVED

age 3 of 6	6 (Continued)						
	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	
	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	
	department or district following its construction?	🖵				106	
	 (2) When was it last pumped? *(3) Are there any defects in the operation of the on-site sewage system? 					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	
	Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system?	ם				112 113	
	If no, please explain:					114	
*F.	Have there been any changes or repairs to the on-site sewage system?	🗖				115	
	Is the on-site sewage system, including the drainfield, located entirely within the	_	_	_	_	116	
	boundaries of the property?	🖵				117	
	If no, please explain:					118	
	Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?	ロ				119 120	
WHICH	E: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE IS BEING COMPLETED FOR I HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUESTI CTURAL) OR ITEM 5 (SYSTEMS AND FIXTURES).					121 122 123	
4. STR	UCTURAL					124	
*A.	Has the roof leaked within the last 5 years?	🗖				125	
*B.	Has the basement flooded or leaked?	ם				126	
*C.	Have there been any conversions, additions or remodeling?	ם				127	
	*(1) If yes, were all building permits obtained?					128	
	*(2) If yes, were all final inspections obtained?	🗖				129	
D.	Do you know the age of the house?	🗖				130	
	If yes, year of original construction:					131	
*E.	Has there been any settling, slippage, or sliding of the property or its improvements?	🗖				132	
*F.	Are there any defects with the following: (If yes, please check applicable items and explain)	🗖				133	
	Foundations Decks Exterior Walls					134	
	 □ Chimneys □ Interior Walls □ Fire Alarms □ Doors □ Windows □ Patio 					135	
	Ceilings Slab Floors Driveways					136	
	Pools Hot Tub Sauna					137	
	□ Sidewalks □ Outbuildings □ Fireplaces					138	
	Garage Floors Walkways Siding House Elevators Incline Elevators					139 140	
	□ Stairway Chair Lifts □ Wheelchair Lifts □ Other					140	
*G.	Was a structural pest or "whole house" inspection done?	ם				142	
	If yes, when and by whom was the inspection completed?					143	
						144	
	During your ownership, has the property had any wood destroying organism or pest infestation?					145	
I.	Is the attic insulated?					146	
J.	Is the basement insulated?	ם				147	

SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

.ge 4	l of 6	6 (Continued)					
-		STEMS AND FIXTURES If any of the following systems or fixtures are included with the transfer, are there any defects?	YES	NO	don't Know	N/A	148 149 150
	<i>,</i>	If yes, please explain:					151
		Electrical system, including wiring, switches, outlets, and service					152 153 154 155 156 157 158 159 160
÷	*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:					163 164 165 166 167
7	*C.	 Are any of the following kinds of wood burning appliances present at the property? (1) Woodstove? (2) Fireplace insert? (3) Pellet stove? (4) Fireplace? 					167 168 169 170 171
		If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental Protection Agency as clean burning appliances to improve air quality and public health?	🗖				172 173
	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
	E.	Is the property equipped with carbon monoxide alarms? (Note: Pursuant to RCW 19.27.530, Seller must equip the residence with carbon monoxide alarms as required by the state building code.)	П				176 177
	F.	Is the property equipped with smoke alarms?					178
6 1		MEOWNERS' ASSOCIATION/COMMON INTERESTS					179
		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?	🗖				184 185
		Other:					186
		Are there any pending special assessments?					187
,	*D.	Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)?	□				188 189 190
7. I	EN\	/IRONMENTAL					191
ł	*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
		Does any part of the property contain fill dirt, waste, or other fill material?	🗖				194
,	*C.	Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	ם				195 196
		Are there any shorelines, wetlands, floodplains, or critical areas on the property?	🗖				197
ł	*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?	□				198 199 200
ł	*F.	Has the property been used for commercial or industrial purposes?					201

Form 17 Seller Disclosure Statement Rev. 7/15 Page 5 of

SELLER DISCLOSURE STATEMENT **IMPROVED PROPERTY**

©Copyright 2015 Northwest Multiple Listing Service ALL RIGHTS RESERVED

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
			s the property been used as a legal or illegal dumping site?					207
	*J.	Ha	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
			sence 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 housin	g.				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	in the h	nousin	ıg.		219
9.	МА	NUF	ACTURED AND MOBILE HOMES					220
	lf th	ne pr	operty includes a manufactured or mobile home,					221
	*A.	Did	you make any alterations to the home?	ロ				222
		-	es, please describe the alterations:					223
			any previous owner make any alterations to the home?					224
	*C.	lf a	Iterations were made, were permits or variances for these alterations obtained?	🗖				225
10.	FU	LL D	ISCLOSURE BY SELLERS					226
	Α.		ner conditions or defects: e there any other existing material defects affecting the property that a prospective					227 228
		buy	ver should know about?	🗖				229
	В.	-	ification e foregoing answers and attached explanations (if any) are complete and correct to the best c	of Seller	r's kna	owledge	and	230 231
		aga	ler has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licer ainst any and all claims that the above information is inaccurate. Seller authorizes real estate lice by of this disclosure statement to other real estate licensees and all prospective buyers of the prop	ensees,				232 233 234
								235
		Se	ller Date Seller			Dat	е	236
			is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary the question(s).	y). Plea	ase re	fer to the	ə line	237 238
								239
								240
								241
								242 243

- 244
- 245
- 246
- 247
- 248
- 249
- 250 251

SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY (Continued)

252

253

257

261

262

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 THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.

	Buyer	Date	Buyer	Date
2.	BUYER'S WAIVER OF RIGHT TO Buyer has read and reviewed the So waives Buyer's right to revoke Buye	eller's responses to this Se		yer approves this statement and
	Buyer	Date	Buyer	Date
3.	BUYER'S WAIVER OF RIGHT TO Buyer has been advised of Buyer's However, if the answer to any of the the receipt of the "Environmental" se	right to receive a complete questions in the section e	d Seller Disclosure Statement. htitled "Environmental" would I	Buyer waives that right.
	Buyer	Date	Buyer	Date