Form 17 Seller Disclosure Statement Rev. 7/19 Page 1 of 6

#### SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

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SELLER: 1 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. **INSTRUCTIONS TO THE SELLER** 5 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 12 THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT \_\_\_\_, CITY 13 , ZIP , COUNTY ("THE PROPERTY") OR AS 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 23 THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE 24 LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF 25 ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER. FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED 26 27 TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, 28 WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, 29 BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. 30 THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE 31 PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY 32 ADVICE, INSPECTION, DEFECTS OR WARRANTIES. SELLER □ 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 36 otherwise publicly recorded. If necessary, use an attached sheet. 37 YES NO DON'T N/A 1. TITLE 38 **KNOW** A. Do you have legal authority to sell the property? If no, please explain. ...... 39 40 \*B. Is title to the property subject to any of the following? 41 (1) First right of refusal ...... (2) Option ....... 42 (3) Lease or rental agreement ....... 43 44 (4) Life estate? \*C. Are there any encroachments, boundary agreements, or boundary disputes? ......□ 45 46 \*E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of 47 48 the property? \*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? ....... 51

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	*I.	Are there any zoning violations, nonconforming uses, or any unusual restrictions on the	YES	NO	DON'T KNOW	N/A	52 53 54
		property that would affect future construction or remodeling?					55
	*J.	Is there a boundary survey for the property?	□				56
	*K.	Are there any covenants, conditions, or restrictions recorded against the property?	□				57
		<b>PLEASE NOTE:</b> 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
	A.	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 *☐ Other water system					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?	□				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 water?					70
		If no, please explain:					71
		*(5) Are there any water treatment systems for the property?					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
		$^{\star}$ (7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?	□				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 successive years?	□				82 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?	□				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.	SE	WER/ON-SITE SEWAGE SYSTEM					93
	A.	The property is served by:					94
		□ Public sewer system □ On-site sewage system (including pipes, tanks, drainfields, and all other □ Other disposal system	compo	nent p	arts)		95 96
		Please describe:					97

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(Continued)

В.	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?					102 103
D.	If the property is connected to an on-site sewage system:  *(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction?			<u> </u>		104 105 106 107
	*(3) Are there any defects in the operation of the on-site sewage system?	□		0	<u> </u>	108 109 110
	(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?  If no, please explain:	□				112 113 114
*⊏	Have there been any changes or repairs to the on-site sewage system?	П				115
	Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property?			_		116 117
	If no, please explain:		_	_	_	118
*H.	Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?					119 120
VHICH	E: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE IS BEING COMPLETED FOI H HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUES CTURAL) OR ITEM 5 (SYSTEMS AND FIXTURES).					121 122 123
. STI	RUCTURAL					124
	Has the roof leaked within the last 5 years?					125
	Has the basement flooded or leaked?					126
*C.	Have there been any conversions, additions or remodeling?					127
	*(1) If yes, were all building permits obtained?					128 129
D.						130
υ.	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   □ 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	_				134 135 136 137 138 139 140 141 142
*G.	Was a structural pest or "whole house" inspection done?					143 144 145
Н.	During your ownership, has the property had any wood destroying organism or pest infestation?					146
l.	Is the attic insulated?					147
J.	Is the basement insulated?	□				148

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(Continued)

5.	SYS	STEMS AND FIXTURES	YES	NO	DON'T KNOW	N/A	149 150
	*A.	If any of the following systems or fixtures are included with the transfer, are there any defects?					151
		If yes, please explain:					152
		Electrical system, including wiring, switches, outlets, and service	   	00000000			153 154 155 156 157 158 159 160 161
	^В.	If any of the following fixtures or property is included with the transfer, are they leased? (If yes, please attach copy of lease.)	_	_	_		162 163
		Security System:					164
		Tanks (type):Satellite dish:					165 166
		Other:					167
	*C.	Are any of the following kinds of wood burning appliances present at the property?					168
		(1) Woodstove?					169
		(2) Fireplace insert?					170
		(3) Pellet stove? (4) Fireplace?					171 172
		If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental		_	_	_	173
		Protection Agency as clean burning appliances to improve air quality and public health?					174
	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?					175 176
	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.)					177 178
	F.	Is the property equipped with smoke detection devices?					179 180 181
6.	но	MEOWNERS' ASSOCIATION/COMMON INTERESTS					182
		Is there a Homeowners' Association?	ロ				183 184 185 186
	B.	Are there regular periodic assessments?					187
		\$per □ month □ year					188
		□ Other:					189
	*C.	Are there any pending special assessments?					190
	*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)?	□				191 192 193
7.	EN۱	/IRONMENTAL					194
	*A.	Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?					195 196
	*B.	Does any part of the property contain fill dirt, waste, or other fill material?					197
	*C.	Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?					198 199
	D.	Are there any shorelines, wetlands, floodplains, or critical areas on the property?					200
		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				<b>-</b>	201 202
	*⊏	storage tanks, or contaminated soil or water?					203
	Г.	Has the property been used for commercial or industrial purposes?	⊔				204

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*H. // k *I. II *J. II *K. // 8. LEAI A. II	sthere any soil or groundwater contamination?	0				20 20 21 21 21 21			
*I. I *J. I *K. / <b>8. LEAI</b> A. I [	uried on the property that do not provide utility service to the structures on the property?	0	<u> </u>	<u> </u>	<u> </u>	20 2° 2° 2°			
*I. II *J. II *K. // <b>8. LEAI</b> A. II [	las the property been used as a legal or illegal dumping site?	0	<u> </u>	<u> </u>	<u> </u>	2° 2° 2°			
*J. H *K. // <b>8. LEAI</b> A. F ( B. F	las the property been used as an illegal drug manufacturing site?	□				2 <sup>-</sup>			
*K. // 8. LEAI A. F	BASED PAINT (Applicable if the house was built before 1978).  Presence of lead-based paint and/or lead-based paint hazards (check one below):  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).					2			
8. LEAI A. F ( B. F	BASED PAINT (Applicable if the house was built before 1978).  Presence of lead-based paint and/or lead-based paint hazards (check one below):  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).	□							
A. F ( B. F	Presence of lead-based paint and/or lead-based paint hazards (check one below):  1 Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).					21			
( B. F	Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).								
( В. Г	(explain).					21			
В. Г	, , ,					2			
В. Г	Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing					21			
		ng.				21			
Į	Records and reports available to the Seller (check one below):					2			
	Seller has provided the purchaser with all available records and reports pertaining to					2			
	lead-based paint and/or lead-based paint hazards in the housing (list documents below).					22			
						22			
Į	Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards	in the I	nousin	g.		22			
9. MAN	JFACTURED AND MOBILE HOMES					22			
If the	property includes a manufactured or mobile home,					22			
*A. [	oid you make any alterations to the home?	□				22			
	yes, please describe the alterations:					22			
*B. [	olid any previous owner make any alterations to the home?	□				22			
*C. I	alterations were made, were permits or variances for these alterations obtained?	□				22			
10. FULL	DISCLOSURE BY SELLERS					22			
	Other conditions or defects:					23			
	Are there any other existing material defects affecting the property that a prospective uyer should know about?	П				23			
			_	J	_	23			
- :	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.								
-	Seller Date Seller			Dat		23 23			

number(s) of the question(s).

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SELLER'S INITIALS

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#### **II. NOTICES TO THE BUYER** 255 1. SEX OFFENDER REGISTRATION 256 INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT 257 AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT 258 AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS. 259 2. PROXIMITY TO FARMING/WORKING FOREST 260 THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN 261 CLOSE PROXIMITY TO A FARM OR WORKING FOREST. THE OPERATION OF A FARM OR WORKING FOREST 262 INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES OR FOREST PRACTICES, WHICH ARE PROTECTED 263 UNDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT. 264 265 266 THIS NOTICE IS TO INFORM YOU THAT IF THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE UTILIZES 267 AN OIL TANK FOR HEATING PURPOSES, NO COST INSURANCE MAY BE AVAILABLE FROM THE POLLUTION LIABILITY 268 INSURANCE AGENCY. 269 III. BUYER'S ACKNOWLEDGEMENT 1. BUYER HEREBY ACKNOWLEDGES THAT: 270 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 271 utilizing diligent attention and observation. 272 The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and 273 not by any real estate licensee or other party. 274 C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information 275 provided by Seller, except to the extent that real estate licensees know of such inaccurate information. 276 D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller. 277 Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has 278 received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s). 279 If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet Protect Your Family From Lead in Your Home. 280 DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S 281 ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER 282 AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY 283 SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY 284 DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU 285 MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT. 286 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES 287 THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE 288 LICENSEE OR OTHER PARTY. 289 290 Buyer Date Buyer Date 291 2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER 292 Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and 293 waives Buyer's right to revoke Buyer's offer based on this disclosure. 294 295 Buyer Date Buyer Date 296 3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT 297 Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. 298 However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive 299 the receipt of the "Environmental" section of the Seller Disclosure Statement. 300 301 Date Buver Buve Date 302

SELLER'S INITIALS

Date

Date