

SELLER DISCLOSURE STATEMENT †  
IMPROVED PROPERTY

X SELLER: Bridgette & Michael Walker

† 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 Chapter 64.06 and Section 43.22.432 for further explanations.

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 write "NA." If the answer is "yes" to any asterisked (\*) item(s), please explain on attached sheets. Please refer to the line number(s) of 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 otherwise agreed, after mutual acceptance of a written purchase and sale agreement between Buyer and Seller.

NOTICE TO THE BUYER

THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT

CITY \_\_\_\_\_, COUNTY \_\_\_\_\_ ("THE PROPERTY") OR AS LEGALLY DESCRIBED ON THE

ATTACHED EXHIBIT A. SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT.

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

X Seller  is/  is not occupying the property.

I. SELLER'S DISCLOSURES:

\* If you answer "Yes" to a question with an asterisk (\*), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

1. TITLE

A. Do you have legal authority to sell the property? If no, please explain.

\*B. Is title to the property subject to any of the following?

- (1) First right of refusal
- (2) Option
- (3) Lease or rental agreement
- (4) Life estate?

\*C. Are there any encroachments, boundary agreements, or boundary disputes?

\*D. Is there a private road or easement agreement for access to the property?

\*E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property?

\*F. Are there any written agreements for joint maintenance of an easement or right-of-way?

\*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?

\*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling?

\*J. Is there a boundary survey for the property?

\*K. Are there any covenants, conditions, or restrictions recorded against the property?

	YES	NO	DON'T KNOW
A.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
G.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
H.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
J.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
K.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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.

X SELLER'S INITIAL: MW DATE: 11/18/09 SELLER'S INITIAL: \_\_\_\_\_ DATE: \_\_\_\_\_



**SELLER DISCLOSURE STATEMENT  
 IMPROVED PROPERTY**

	YES	NO	DON'T KNOW	11
E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system? If no, please explain: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	11
*F. Have there been any changes or repairs to the on-site sewage system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11
G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? If no, please explain: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11
*H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12

**NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUESTIONS LISTED IN ITEM 4 (STRUCTURAL) OR ITEM 5 (SYSTEMS AND FIXTURES).**

**4. STRUCTURAL**

*A. Has the roof leaked within the last 5 years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	12
*B. Has the basement flooded or leaked?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	12
*C. Have there been any conversions, additions or remodeling? *(1) If yes, were all building permits obtained? *(2) If yes, were all final inspections obtained?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	12
D. Do you know the age of the house? If yes, year of original construction: <u>1929</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	13
*E. Has there been any settling, slippage, or sliding of the property or its improvements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	13
*F. Are there any defects with the following: (If yes, please check applicable items and explain.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	13
<input type="checkbox"/> Foundations	<input type="checkbox"/> Decks	<input type="checkbox"/> Exterior Walls		13
<input type="checkbox"/> Chimneys	<input type="checkbox"/> Interior Walls	<input type="checkbox"/> Fire Alarms		13
<input type="checkbox"/> Doors	<input type="checkbox"/> Windows	<input type="checkbox"/> Patio		13
<input type="checkbox"/> Ceilings	<input type="checkbox"/> Slab Floors	<input type="checkbox"/> Driveways		13
<input type="checkbox"/> Pools	<input type="checkbox"/> Hot Tub	<input type="checkbox"/> Sauna		13
<input type="checkbox"/> Sidewalks	<input type="checkbox"/> Outbuilding	<input type="checkbox"/> Fireplaces		14
<input type="checkbox"/> Garage Floors	<input type="checkbox"/> Walkways	<input type="checkbox"/> Wood Stoves		14
<input type="checkbox"/> Sidin	<input type="checkbox"/> Other _____			14
*G. Was a structural pest or "whole house" inspection done? If yes, when and by whom was the inspection completed? <u>2006</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14
H. During your ownership, has the property had any wood destroying organism or pest infestation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	14
I. Is the attic insulated?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14
J. Is the basement insulated?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	14

**5. SYSTEMS AND FIXTURES**

*A. If any of the following systems or fixtures are included with the transfer, are there any defects? If yes, please explain: _____				15
Electrical system, including wiring, switches, outlets, and service	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	15
Plumbing system, including pipes, faucets, fixtures, and toilets	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	15
Hot water tank	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	15
Garbage disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	15
Appliances	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	15
Sump pump	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	15
Heating and cooling systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	15
Security system <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	15
Other _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	16

SELLER'S INITIAL: MM DATE: 11/18/09 SELLER'S INITIAL: \_\_\_\_\_ DATE: \_\_\_\_\_

**SELLER DISCLOSURE STATEMENT  
IMPROVED PROPERTY**

	YES	NO	DON'T KNOW	
*B. If any of the following fixtures or property is included with the transfer, are they leased? (If yes, please attach conv of lease.)				16
Security System _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	16
Tanks (type): _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16
Satellite dish _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16
*C. Are any of the following kinds of wood burning appliances present at the property?				16
(1) Woodstove?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16
(2) Fireplace insert?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17
(3) Pellet stove?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17
(2) Fireplace?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17
<b>6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS</b>				17
A. Is there a Homeowners' Association?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	17
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: _____				17
B. Are there regular periodic assessments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	18
_____ per <input type="checkbox"/> month <input type="checkbox"/> year				18
<input type="checkbox"/> Other _____				18
*C. Are there any pending special assessments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	18
*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)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	18
<b>7. ENVIRONMENTAL</b>				18
*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	18
*B. Does any part of the property contain fill dirt, waste, or other fill material?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	19
*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	19
D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	19
*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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	19
*F. Has the property been used for commercial or industrial purposes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	19
*G. Is there any soil or groundwater contamination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	19
*H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	19
*I. Has the property been used as a legal or illegal dumping site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	20
*J. Has the property been used as an illegal drug manufacturing site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	20
*K. Are there any radio towers in the area that cause interference with cellular telephone reception?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	20
<b>8. LEAD BASED PAINT (Applicable if the house was built before 1978.)</b>				20
A. Presence of lead-based paint and/or lead-based paint hazards (check one below):				20
<input type="checkbox"/> Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____				20
<input checked="" type="checkbox"/> Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.				20
B. Records and reports available to the Seller (check one below):				20
<input type="checkbox"/> 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): _____				21
<input checked="" type="checkbox"/> Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.				21
<b>9. MANUFACTURED AND MOBILE HOMES</b>				21
If the property includes a manufactured or mobile home,				21
*A. Did you make any alterations to the home?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	21
If yes, please describe the alterations: _____				21
*B. Did any previous owner make any alterations to the home?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	21
*C. If alterations were made, were permits or variances for these alterations obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	21

SELLER'S INITIAL: AW DATE: 11/18/09 SELLER'S INITIAL: \_\_\_\_\_ DATE: \_\_\_\_\_ 22

SELLER DISCLOSURE STATEMENT  
IMPROVED PROPERTY

10. FULL DISCLOSURE BY SELLERS

YE NO DON'T  
KNOW

A. Other conditions or defects:

\*Are there any other existing material defects affecting the property that a prospective buyer should know about?

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.

Date: 11/18/09 Date: \_\_\_\_\_  
Seller: [Signature] Seller: \_\_\_\_\_

NOTICES TO THE BUYER

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.

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.

II. BUYER'S ACKNOWLEDGEMENT

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.
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- C. Buyer acknowledges that, pursuant to RCW 64.06.050 (2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- 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).
- F. If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet *Protect Your Family From Lead in Your Home*.

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

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_  
BUYER: \_\_\_\_\_ BUYER: \_\_\_\_\_

BUYER'S WAIVER OF RIGHT TO REVOKE OFFER

Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure.

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_  
BUYER: \_\_\_\_\_ BUYER: \_\_\_\_\_

BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT

Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive the receipt of the "Environmental" section of the Seller Disclosure Statement.

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_  
BUYER: \_\_\_\_\_ BUYER: \_\_\_\_\_

If the answer is "Yes" to any asterisked (\*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of the question(s).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SELLER'S INITIAL: [Signature] DATE: 11/18/09 SELLER'S INITIAL: \_\_\_\_\_ DATE: \_\_\_\_\_