Form 17

SELLER DISCLOSURE STATEMENT

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Northwest Multiple Listing Service Seller Disclosure Statement IMPROVED PROPERTY Rev. 8/21 ALL RIGHTS RESERVED Page 1 of 6 Shollenbarger eresch Shellenburger PINNIS SELLER: To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, dwellings in a residential common interest community not subject to a public offering statement, condominiums not subject to a public offening statement, certain timeshares, and manufactured and mobile homes. See RCW Chapter 64.06 for further information. 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 otherwise agreed, after mutual acceptance of a written purchase and sale agreement between Buyer and Seller. 10 NOTICE TO THE BUYER 11 THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT 12 CITY Kettle Falls 31 Carver LN 13 STATE WA ZIP 99141 COUNTY ("THE PROPERTY") OR AS 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 25 ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER. 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 29 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 30 PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY 31 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 otherwise publicly recorded. If necessary, use an attached sheet. 36 NO DONT NA 37 YES KNOW 38 1. TITLE 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 Ø 41 (2) Option Ø 42 (3) Lease or rental agreement 8 43 (4) Life estate? 8 44 Ø 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? 2 48 B *F. Are there any written agreements for joint maintenance of an easement or right-of-way?....... 49 50 *G. Is there any study, survey project, or notice that would adversely affect the property?□ 50 D *H. Are there any pending or existing assessments against the property? 51

SELLER'S INITIALS SELLER'S INITIALS

Are there any zoning violations, nonconforming uses, or any unusual restrictions on the

Broperty that would affect future construction or remodeling?

Date

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(Continued)

			YES	NO	KNOW	N/A	54 55
		Is there a boundary survey for the property?				0	56
	*K.	. Are there any covenants, conditions, or restrictions recorded against the property?	U	数			57
		NOTICE TO BUYER: Covenants or deed restrictions based on race, creed, sexual orientation, or other protected class were voided by RCW 49.60.224 and are unenforceable. Washington law allows for the illegal language to be struck by bringing an action in superior court or by the free recording of a restrictive covenant modification document. Many county auditor websites provide a short form with instructions on this process.					58 59 60 61 62
2.	WA	ATER					ස
	Α.	Household Water					64
		(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					65 56
		*If shared, are there any written agreements?	۵.			為	67
		*(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?		Ø	<i>a</i>	۵	68 69
		*(3) Are there any problems or repairs needed?	.□	क्ष			70
		(4) During your ownership, has the source provided an adequate year-round supply of potable water? .	. 2 3				71
		If no, please explain:					72
		*(5) Are there any water treatment systems for the property?	.Ο	20			73
		If yes, are they: Leased Owned					74
		*(6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim?		. 03			75 76
		(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?				8	77
		*(b) If yes, has all or any portion of the water right not been used for five or more successive years?				勾	78
		\star (7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?	.□	Ø			79
	В	Irrigation Water					80
	υ.	(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim?	.0	Ø		a	81 82
		*(a) If yes, has all or any portion of the water right not been used for five or more successive years?				2	83 84
		*(b) If so, is the certificate available? (If yes, please attach a copy.)				প্র	85
		"(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed?				Q	86
		*(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:		<u>Sa</u>			87 88
							89
	C.	Outdoor Sprinkler System					90
		(1) Is there an outdoor sprinkler system for the property?		D			91
		*(2) If yes, are there any defects in the system?				න	92
		*(3) If yes, is the sprinkler system connected to irrigation water?				Ø	93
3.	SEV	VER/ON-SITE SEWAGE SYSTEM					94
		The property is served by:					95
		☐ Public sewer system ☐ On-site sewage system (including pipes, tanks, drainfields, and all other co ☐ Other disposal system	mpone	ent par	ts)		96
		Please describe:					97 98
	В.	If public sewer system service is available to the property, is the house connected to					99
		the sewer main?				Q 1	100
/	1	If, no, please explain: PRIVASE				1	101
	I K	9/16/24 INS. 9-16-201					
LL	ÉR'S	SINITIALS Date SELLER'S INITIALS Date					

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+C	. Is the property subject to any sewage system fees or charges in addition to those covered	YES	МО	KNOW	NVA	103
	in your regularly billed sewer or on-site sewage system maintenance service?	u	. 20			104
D.	If the property is connected to an on-site sewage system:					105
	*(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction?					106 107
	(2) When was it last pumped? NEW SW 22	-				108
	*(3) Are there any defects in the operation of the on-site sewage system?		Ð			109
	(4) When was it last inspected?	_			80	110
	By whom:	_				111
	(5) For how many bedrooms was the on-site sewage system approved? bedrooms					112
Е	Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system?	<u>8</u>				113 114
	If no, please explain:	•				115
*F	Have there been any changes or repairs to the on-site sewage system?		Ŋ			116
G	Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property?	<u></u>		۵		117 118
	If no, please explain:	•				119
* H.	Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?		723	۵		120 121
WHICH	CE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE IS BEING COMPLETED F H HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUI JCTURAL) OR ITEM 5 (SYSTEMS AND FIXTURES).	OR NEW (ESTIONS L	CONS	TRUCTI) IN ITE	ON M 4	122 123 124
4. ST	RUCTURAL					125
*A.	Has the roof leaked within the last 5 years?		Ø			126
*B.	Has the basement flooded or leaked?		B			127
*C.	. Have there been any conversions, additions or remodeling?		N			128
	*(1) If yes, were all building permits obtained?				<u>8</u>	129
	*(2) If yes, were all final inspections obtained?			a	_	130
D,	Do you know the age of the house?					131 132
⁺ E.	Has there been any settling, slippage, or sliding of the property or its improvements?		2			133
*F.	Are there any defects with the following: (If yes, please check applicable items and explain)		8			134
	☐ 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	,				135 136 137 138 139 140 141 142 143
*G.	Was a structural pest or "whole house" inspection done?		20	۵		144 145 146
LI	During your ownership, has the property had any wood destroying organism or pest infestation?	, ,	2	Q	Q	147
H.			~ _	ā	_	148
۱. J.	Is the basement insulated?		<u> </u>	٥	20	149
٠.						

SELLER'S INITIALS Date

SFILER'S INITIALS

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5		YSTEMS AND FIXTURES	YES	МО	DONT	NA	151
	*A	If any of the following systems or fixtures are included with the transfer, are there any defects? If yes, please explain:					152 153
	*B.	Electrical system, including wiring, switches, outlets, and service Plumbing system, including pipes, faucets, fixtures, and toilets Hot water tank Garbage disposal Appliances Sump pump Heating and cooling systems Security system: □ Owned □ Leased Other If any of the following fixtures or property is included with the transfer, are they leased?		野 母 耳 口 聚 口 罗 口 口	000000000	ODORORORS.	154 155 156 157 158 159 160 161 162 163
		(If yes, please attach copy of lease.) Security System: Tanks (type): Satellite dish: Other:	 		0000	经口区区	164 165 166 167 168
	*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? If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental	.a .a	经国际	0000	0000	169 170 171 172 173
	D.	Protection Agency as clean burning appliances to improve air quality and public health?				Ø	175 176
	E.	resources fire protection zone that provides fire protection services?					177 178 179
	F.	Is the property equipped with smoke detection devices?		0		a	180 181 182
		Does the property currently have internet service?	S				183 184
6.		MEOWNERS' ASSOCIATION/COMMON INTERESTS Is there a Homeowners' Association?		Ø			185 186 187 188 189
	B.	Are there regular periodic assessments?	.0	Δì	٥		190 191 192
		Are there any pending special assessments?		风			193
	*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)?		නු	۵		194 195 196
7.	EN	VIRONMENTAL					197
		Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?		Ø	a		198 199
		Does any part of the property contain fill dirt, waste, or other fill material?		K			200
	*C.	Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?		5			201
	D	Are there any shorelines, wetlands, floodplains, or critical areas on the property?		Z Z			202 203
		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		JAI,	u	u	204 205
		storage tanks, or contaminated soil or water?		图			206
Se(l	l	Has the property been used for commercial or industrial purposes?	u	只		0	207

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5				YES	NO	DONT	NA	208
	*G.	. Is t	here any soil or groundwater contamination?	ロ	A)			210
	*H.	Are	there transmission poles or other electrical utility equipment installed, maintained, or					211
			ried on the property that do not provide utility service to the structures on the property?		20			212
	*1.	На	s the property been used as a legal or illegal dumping site?	ロ	X			213
	*J.	Has	s the property been used as an illegal drug manufacturing site?	0	য			214
	*K.	Are	there any radio towers in the area that cause interference with cellular telephone reception?	0	Ď			215
8.	LE	AD E	BASED PAINT (Applicable if the house was built before 1978).				23	216
	A.	Pre	sence of lead-based paint and/or lead-based paint hazards (check one below):					217
			Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).					218
			Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing	1-				220
	В.	Red	cords and reports available to the Seller (check one below):					221
			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).					222
								224
			Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in	i the h	ousing	(e		225
9.			ACTURED AND MOBILE HOMES					226
	If th	e pro	operty includes a manufactured or mobile home,		cı			227 228
	*A.		you make any alterations to the home?	.ч	2			229
	**		es, please describe the alterations: any previous owner make any alterations to the home?		23			230
	*C	If al	terations were made, were permits or variances for these alterations obtained?			٥	Ø	231
							-	
10.			ISCLOSURE BY SELLERS					232
	Α.	Oth	er conditions or defects: e there any other existing material defects affecting the property that a prospective					233 234
		buy	er should know about?	.0	Ø			235
	В.	The Sell aga	ification foregoing answers and attached explanations (if any) are complete and correct to the best of er has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licens inst any and all claims that the above information is inaccurate. Seller authorizes real estate licens by of this disclosure statement to other real estate licensees and all prospective buyers of the property	sees ha nsees, i	amles	s from a	and	236 237 238 239 240
			41 9/16/24 IN 9-16	7	4			* 11
		Sel	ler / / Date teller			Date		′
				- 61				242
			is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary) the question(s).	. Pleas	se refe	er to the	line	243
								244 245
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11. 1	ITO	CES TO THE BUYER	257
1	IN AC	EX OFFENDER REGISTRATION FORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT SENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT I INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.	258 259 260 261
2	TH CL IN	ROXIMITY TO FARMING/WORKING FOREST IIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN OSE PROXIMITY TO A FARM OR WORKING FOREST. THE OPERATION OF A FARM OR WORKING FOREST /OLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES OR FOREST PRACTICES, WHICH ARE PROTECTED IDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT.	262 263 264 265 266
3	TH	L TANK INSURANCE IIS NOTICE IS TO INFORM YOU THAT IF THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE UTILIZES I OIL TANK FOR HEATING PURPOSES, NO COST INSURANCE MAY BE AVAILABLE FROM THE POLLUTION LIABILITY SURANCE AGENCY.	267 268 269 270
III. E	BUYE	ER'S ACKNOWLEDGEMENT	271
1.	BL	YER HEREBY ACKNOWLEDGES THAT:	272
	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.	273 274
	В.	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.	275 276
	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.	277 278
	D.	This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.	279
	Ε.	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).	280 281
	F.	If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet Protect Your Family From Lead in Your Home.	282
	AC AN SEI DE	CLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S TUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER DISCLOSURE OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY LLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY LIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU Y WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.	283 284 285 286 287 288
	THA	YER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES AT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE ENSEE OR OTHER PARTY.	289 290 291
			292
	Bu	Par Date Buyer Date	293
2.	Buy	YER'S WAIVER OF RIGHT TO REVOKE OFFER rer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and ves Buyer's right to revoke Buyer's offer based on this disclosure.	294 295 296
	D	rer Date Buyer Date	297
	Buy		298
3.	Buy Hov	YER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT rer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right, wever, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive receipt of the "Environmental" section of the Seller Disclosure Statement.	299 300 301 302
	Buy	er Date Buyer Date	303
	. /		304