

**SELLER DISCLOSURE STATEMENT  
IMPROVED PROPERTY**

**SELLER:** Elsbeth E Wallace

Roger D Whitten

Seller

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 offering 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 "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 40425 Sherman, CITY Deer Park

STATE WA, ZIP 99006, COUNTY Spokane ("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.

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.

	YES	NO	DON'T KNOW	N/A
<b>1. TITLE</b>				
A. Do you have legal authority to sell the property? If no, please explain. ....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*B. Is title to the property subject to any of the following?				
(1) First right of refusal .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) Option .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3) Lease or rental agreement .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4) Life estate? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*C. Are there any encroachments, boundary agreements, or boundary disputes? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*D. Is there a private road or easement agreement for access to the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*F. Are there any written agreements for joint maintenance of an easement or right-of-way? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*G. Is there any study, survey project, or notice that would adversely affect the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*H. Are there any pending or existing assessments against the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SELLER'S INITIALS \_\_\_\_\_ Date \_\_\_\_\_

SELLER'S INITIALS \_\_\_\_\_ Date \_\_\_\_\_

SELLER'S INITIALS	Date	SELLER'S INITIALS	Date
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# SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

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YES NO DON'T KNOW N/A 102

\*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? ..... ☐ ☐ ☐ ☐ 103 104

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? ..... 108

\* (3) Are there any defects in the operation of the on-site sewage system? ..... ☐ ☐ ☐ ☐ 109

(4) When was it last inspected? ..... ☐ ☐ 110

By whom: ..... 111

(5) For how many bedrooms was the on-site sewage system approved? \_\_\_\_\_ bedrooms ☐ ☐ 112

E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system? ..... ☐ ☐ ☐ ☐ 113 114

If no, please explain: ..... 115

\*F. Have there been any changes or repairs to the on-site sewage system? ..... ☐ ☐ ☐ ☐ 116

G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? ..... ☐ ☐ ☐ ☐ 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? ..... ☐ ☐ ☐ ☐ 120 121

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). 122 123 124

## 4. STRUCTURAL 125

\*A. Has the roof leaked within the last 5 years? ..... ☐ ☐ ☐ ☐ 126

\*B. Has the basement flooded or leaked? ..... ☐ ☐ ☐ ☐ 127

\*C. Have there been any conversions, additions or remodeling? ..... ☐ ☐ ☐ ☐ 128

\* (1) If yes, were all building permits obtained? ..... ☐ ☐ ☐ ☐ 129

\* (2) If yes, were all final inspections obtained? ..... ☐ ☐ ☐ ☐ 130

D. Do you know the age of the house? ..... ☐ ☐ ☐ ☐ 131

If yes, year of original construction: ..... 132

\*E. Has there been any settling, slippage, or sliding of the property or its improvements? ..... ☐ ☐ ☐ ☐ 133

\*F. Are there any defects with the following: (If yes, please check applicable items and explain) ..... ☐ ☐ ☐ ☐ 134

☐ Foundations ☐ Decks ☐ Exterior Walls 135

☐ Chimneys ☐ Interior Walls ☐ Fire Alarms 136

☐ Doors ☐ Windows ☐ Patio 137

☐ Ceilings ☐ Slab Floors ☐ Driveways 138

☐ Pools ☐ Hot Tub ☐ Sauna 139

☐ Sidewalks ☐ Outbuildings ☐ Fireplaces 140

☐ Garage Floors ☐ Walkways ☐ Siding 141

☐ Wood Stoves ☐ Elevators ☐ Incline Elevators 142

☐ Stairway Chair Lifts ☐ Wheelchair Lifts ☐ Other ..... 143

\*G. Was a structural pest or "whole house" inspection done? ..... ☐ ☐ ☐ ☐ 144

If yes, when and by whom was the inspection completed? ..... 145

..... 146

H. During your ownership, has the property had any wood destroying organism or pest infestation? ..... ☐ ☐ ☐ ☐ 147

I. Is the attic insulated? ..... ☐ ☐ ☐ ☐ 148

J. Is the basement insulated? ..... ☐ ☐ ☐ ☐ 149

SELLER'S INITIALS Date

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**5. SYSTEMS AND FIXTURES**

YES NO DON'T  
KNOW N/A 150  
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\*A. If any of the following systems or fixtures are included with the transfer, are there any defects? 152

If yes, please explain: 153

Electrical system, including wiring, switches, outlets, and service ..... ☐ 154  
Plumbing system, including pipes, faucets, fixtures, and toilets ..... ☐ 155  
Hot water tank ..... ☐ 156  
Garbage disposal ..... ☐ 157  
Appliances ..... ☐ 158  
Sump pump ..... ☐ 159  
Heating and cooling systems ..... ☐ 160  
Security system: ☐ Owned ☐ Leased ..... ☐ 161  
Other ..... ☐ 162

\*B. If any of the following fixtures or property is included with the transfer, are they leased? 163

(If yes, please attach copy of lease.) 164

Security System: ..... ☐ 165  
Tanks (type): ..... ☐ 166  
Satellite dish: ..... ☐ 167  
Other: ..... ☐ 168

\*C. Are any of the following kinds of wood burning appliances present at the property? 169

(1) Woodstove? ..... ☐ 170  
(2) Fireplace insert? ..... ☐ 171  
(3) Pellet stove? ..... ☐ 172  
(4) Fireplace? ..... ☐ 173

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? ..... ☐ 174  
175

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? ..... ☐ 176  
177

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.) ..... ☐ 178  
179

F. Is the property equipped with smoke detection devices? ..... ☐ 180  
(Note: Pursuant to RCW 43.44.110, if the property is not equipped with at least one smoke  
detection device, at least one must be provided by the seller.) 181  
182

G. Does the property currently have internet service? ..... ☐ 183  
Provider: ..... 184

**6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS** 185

A. Is there a Homeowners' Association? ..... ☐ 186  
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: ..... 187  
188  
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B. Are there regular periodic assessments? ..... ☐ 190  
\$ \_\_\_\_\_ per ☐ month ☐ year 191  
☐ Other: ..... 192

\*C. Are there any pending special assessments? ..... ☐ 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)? ..... ☐ 194  
195  
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**7. ENVIRONMENTAL** 197

\*A. Have there been any flooding, standing water, or drainage problems on the property  
that affect the property or access to the property? ..... ☐ 198  
199

\*B. Does any part of the property contain fill dirt, waste, or other fill material? ..... ☐ 200

\*C. Is there any material damage to the property from fire, wind, floods, beach movements,  
earthquake, expansive soils, or landslides? ..... ☐ 201  
202

D. Are there any shorelines, wetlands, floodplains, or critical areas on the property? ..... ☐ 203

\*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? ..... ☐ 204  
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\*F. Has the property been used for commercial or industrial purposes? ..... ☐ 207

SELLER'S INITIALS \_\_\_\_\_ Date \_\_\_\_\_

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	YES	NO	DON'T KNOW	N/A	
*G. Is there any soil or groundwater contamination? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	208
					209
*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"/>	<input type="checkbox"/>	210
					211
*I. Has the property been used as a legal or illegal dumping site? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	212
					213
*J. Has the property been used as an illegal drug manufacturing site? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	214
					215
*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"/>	<input type="checkbox"/>	215
<b>8. LEAD BASED PAINT</b> (Applicable if the house was built before 1978). .....				<input type="checkbox"/>	216
A. Presence of lead-based paint and/or lead-based paint hazards (check one below):					217
<input type="checkbox"/> Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). .....					218
					219
<input type="checkbox"/> Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.					220
B. Records and reports available to the Seller (check one below):					221
<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). .....					222
					223
					224
<input type="checkbox"/> Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.					225
<b>9. MANUFACTURED AND MOBILE HOMES</b>					226
If the property includes a manufactured or mobile home,					227
*A. Did you make any alterations to the home? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	228
If yes, please describe the alterations: .....					229
*B. Did any previous owner make any alterations to the home? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	230
*C. If alterations were made, were permits or variances for these alterations obtained? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	231
<b>10. FULL DISCLOSURE BY SELLERS</b>					232
A. Other conditions or defects:					233
*Are there any other existing material defects affecting the property that a prospective buyer should know about? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	234
					235
B. Verification					236
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.					237
					238
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					241
Seller _____ Date _____					
Seller _____ Date _____					

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).

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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/WORKING FOREST**

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

**3. OIL TANK INSURANCE**

THIS NOTICE IS TO INFORM YOU THAT IF THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE UTILIZES AN OIL TANK FOR HEATING PURPOSES, NO COST INSURANCE MAY BE AVAILABLE FROM THE POLLUTION LIABILITY INSURANCE AGENCY.

**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.
- 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.

\_\_\_\_\_  
Buyer Date Buyer Date

**2. 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.

\_\_\_\_\_  
Buyer Date Buyer Date

**3. 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.

\_\_\_\_\_  
Buyer Date Buyer Date

\_\_\_\_\_  
SELLER'S INITIALS Date

\_\_\_\_\_  
SELLER'S INITIALS Date