Form 17 Seller Disclosure Statement Rev. 8/21

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SELLER DISCLOSURE STATEMENT Page 1 of 6 Andrews TRudd IMPROVED PROPERTY

SELLER: 1711 CCC 2 PAGO	ļ								
Seller To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, 2 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.									
NSTRUCTIONS 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	11								
360 Barnaby Creek Rd , CITY Inchelium ,	12 13								
	14 15								
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 [ズ] is/ [] is not occupying the Property.									
If you answer "Yes" to a question with an asterisk (), please explain your answer and attach documents, if available and not	34 35 36								
YES NO DON'T N/A	37 38								
A. Do you have legal authority to sell the property? If no, please explain	39								
(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? [] [] []	40 41 42 43 44 45 46 47								
the property?	48 49 50 51 52								
property that would affect future construction or remodeling?	53								

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SELLER DISCLOSURE STATEMENT **IMPROVED PROPERTY**

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			YES	NO	DON'T KNOW	N/A	54 55
	*J.	Is there a boundary survey for the property?	(X)	r 1		r 1	56
		Are there any covenants, conditions, or restrictions recorded against the property?			[X]	[]	57
		NOTICE TO BUYER: Covenants or deed restrictions based on race, creed, sexual orientation,	.a .a.			15/ 15	58
		or other protected class were voided by RCW 49.60.224 and are unenforceable. Washington					59
		law allows for the illegal language to be struck by bringing an action in superior court or by the					60
		free recording of a restrictive covenant modification document. Many county auditor websites					61
_	LA/A	provide a short form with instructions on this process.					62
2.		TER					63
	A.	Household Water (1) If yes, the source of water for the property is: [] Private or publicly owned water system					64
		[X] Private well serving only the property *[] Other water system					65
		*If shared, are there any written agreements?	r 1	1 1	[]	[🔀	66
		*(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the				1 14	67 68
		water source?	[]	[X]	[]	[]	69
		*(3) Are there any problems or repairs needed?			$[\times]$	[]	70
		(4) During your ownership, has the source provided an adequate year-round supply of potable water?.	[X]	[]	[]	[]	71
		If no, please explain:					72
		*(5) Are there any water treatment systems for the property?	[X]	[]	[]	[]	73
		If yes, are they: [] Leased [X] 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?	r 1	f >/1	r 1	r 1	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?	- 37 - 173	- A	[]	[X]	77
		*(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?			[]	[]	78 79
	В	Irrigation Water			• •	NE A	
	٥.	(1) Are there any irrigation water rights for the property, such as a water right permit,					80 81
		certificate, or claim?	[]	[×]	[]	ſĵ	82
		*(a) If yes, has all or any portion of the water right not been used for five or more					83
		successive years?	[]	[]	[]	[x]	84
		*(b) If so, is the certificate available? (If yes, please attach a copy.)	[]	[]	[]	[X]	85
		*(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? .	[]	[]	[]	[X]	86
		* (2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity?	[]	[]	[X]	[]	87
		If so, please identify the entity that supplies water to the property:			1000		88
		· · · · · · · · · · · · · · · · · · ·					89
	C.	Outdoor Sprinkler System					90
		(1) Is there an outdoor sprinkler system for the property?			[]	[]	91
		*(2) If yes, are there any defects in the system?			[]	[×]	92
		*(3) If yes, is the sprinkler system connected to irrigation water?	l J	L J	l l	[X]	93
3.		NER/ON-SITE SEWAGE SYSTEM					94
	A.	The property is served by:				v	95
		[] Public sewer system [X] On-site sewage system (including pipes, tanks, drainfields, and all o [] Other disposal system	tner c	ompor	ient parts)	96
		Please describe: Septic and Drain field					97
	D	If public sewer system service is available to the property, is the house connected to					98
	۵.	the sewer main?	_[1	[M1	[1	[]	99
		If no, please explain:	rı	[1	rı	r 1	100 101
1	4-P	R 67/22/26					101
SEL	LER'	S INITIALS Date SELLER'S INITIALS Date					

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			YES	8	ИО	DON'T	N/A	102
	*C.	Is the property subject to any sewage system fees or charges in addition to those covered				KNOW		103
		in your regularly billed sewer or on-site sewage system maintenance service?	ſ	1	1	[X]	[]	104
	D.	If the property is connected to an on-site sewage system:	5 I	<i>1</i> 00	8 4			105
		*(1) Was a permit issued for its construction, and was it approved by the local health						106
			,			1\1		
		department or district following its construction?	L	1		[X]	L	107
		(2) When was it last pumped? Not as of this time						108
		*(3) Are there any defects in the operation of the on-site sewage system?	[]	\times	[]	[]	109
		(4) When was it last inspected?				[X]	[]	110
		By whom:						111
		(5) For how many bedrooms was the on-site sewage system approved? 3 bedrooms				[X]	[]	112
	E.	Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site						113
		sewage system?	X	1	1	[]	[]	114
		If no, please explain:	700	- 70.	3 5	B (B)	en te	115
	*F.	Have there been any changes or repairs to the on-site sewage system?	I	1	'	[]	[]	
		Is the on-site sewage system, including the drainfield, located entirely within the		e0.		A 150		117
	17	boundaries of the property?	IV	1	1	[]	ſΊ	
			LA	ل	. ,	LJ	ı,	119
	*⊔	If no, please explain:						
	п.							120
		than once a year?	_			1 1	Į J	121
		: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE IS BEING COMPLETED FOI						
		HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUES	TION	15	LIST	ED IN I	ГЕМ	4 123
(ST	RUC	TURAL) OR ITEM 5 (SYSTEMS AND FIXTURES).						124
4.	STR	RUCTURAL						125
	*A.	Has the roof leaked within the last 5 years?	ſ	1	IX	1 1	f 1	126
		Has the basement flooded or leaked?				1 1	[]	e e
		Have there been any conversions, additions or remodeling?				l J		0000000
	O.					l J	[]	
		*(1) If yes, were all building permits obtained?				LI		
	_	*(2) If yes, were all final inspections obtained?				l J	$[\times]$	
	D,	Do you know the age of the house?	[×	+	l J	l J	l l	131
		If yes, year of original construction: 202						132
		Has there been any settling, slippage, or sliding of the property or its improvements?	20	74	5 50	[X]		133
	*F.	Are there any defects with the following: (If yes, please check applicable items and explain)	[]	[]	[K]		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						
		[] Stairway Chair Lifts [] Wheelchair Lifts [] Other						142
	*^		T	1	г 1	r 21	r	143
	G.	Was a structural pest or "whole house" inspection done?	l	J	L J	[4]	[]	
		If yes, when and by whom was the inspection completed?						145
	Salter:		5444	025		ussa shea		146
	Н.	During your ownership, has the property had any wood destroying organism or pest infestation? \dots					[]	147
	1.	Is the attic insulated?				[]	$[\times]$	148
	J.	Is the basement insulated?	[X	1	[]	[]	[]	149

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		YES	NO	DON'T	N/A	150
5.	SYSTEMS AND FIXTURES			KNOW		151
	*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	1 1	1	[X]	Γ 1	154
	Plumbing system, including pipes, faucets, fixtures, and toilets			[x]	ίi	155
	Hot water tank				ίi	156
	Garbage disposal			[]	[X]	157
				S 25		158
	Appliances			[×]		
	Sump pump			l j	[X]	159
	Heating and cooling systems			ΙĮ		160
	Security system: [] Owned [] Leased			[]	$[\times]$	161
	Other	[]	[]	[]	[X]	162
	Other *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
	31 35	[]	f 1	ſ 1	[K]	165
	Security System:	(X)	ίí	ii	i i	166
	Satallite dish:		1 1	i i	[×]	167
	Satellite dish: Other:	L J	L 1	[]	1	
		l l	[]	1 1	[X]	168
	*C. Are any of the following kinds of wood burning appliances present at the property?					169
	(1) Woodstove?			[,]	[]	170
	(2) Fireplace insert?			[]	$[\times]$	171
	(3) Pellet stove?	[]	[]	[]	[X]	172
	(4) Fireplace?	[]	[]	[]	[54]	173
	If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental					174
	Protection Agency as clean burning appliances to improve air quality and public health?	Γ 1	Γī	[4]	[]	175
	D. Is the property located within a city, county, or district or within a department of natural			[00]		176
	resources fire protection zone that provides fire protection services?	r 🗙 1	г 1	f 1	[]	177
	E la the property agripped with earlier provides the protection services?	[,]	r 1	rı	LJ	
	E. Is the property equipped with carbon monoxide alarms? (Note: Pursuant to RCW 19.27.530, Seller		2 4	r 🗸 1		178
	must equip the residence with carbon monoxide alarms as required by the state building code.)				Į Į	179
	F. Is the property equipped with smoke detection devices?	1 1	[]	$[\times]$	[]	180
	(Note: Pursuant to RCW 43.44.110, if the property is not equipped with at least one smoke					181
	detection device, at least one must be provided by the seller.)					182
	G. Does the property currently have internet service?	1 1	[]	[]	$[\times]$	183
	Provider:		5 5	E 20	120 762	184
6.	HOMEOWNERS' ASSOCIATION/COMMON INTERESTS					105
0.						185
	A. Is there a Homeowners' Association?	I J		l j	[]	186
	Name of Association and contact information for an officer, director, employee, or other authorized					187
	agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy,					188
	and other information that is not publicly available:					189
	B. Are there regular periodic assessments?	[]	$[\times]$	[]	[]	190
	\$ per [] month [] year	-				191
	Other:					192
	*C. Are there any pending special assessments?	r 1	r 1	$[\times]$	ſ 1	193
	*D. Are there any shared "common areas" or any joint maintenance agreements (facilities	r 1	r j	[~]	r i	194
	such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas				2.2	195
	co-owned in undivided interest with others)?	l J	1]		[]	196
7.	ENVIRONMENTAL					197
	*A. Have there been any flooding, standing water, or drainage problems on the property					198
	that affect the property or access to the property?	Гī	[~1	r 1	r 1	199
	*B. Does any part of the property contain fill dirt, waste, or other fill material?	, j	[]	[]	L 1	200
		LJ	LI	[X]	r i	
	*C. Is there any material damage to the property from fire, wind, floods, beach movements,					201
	earthquake, expansive soils, or landslides?			$[\times]$	Į l	202
	D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?	[]	[]	$[\times]$	[]	203
	*E. Are there any substances, materials, or products in or on the property that may be environmental					204
	concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical					205
	storage tanks, or contaminated soil or water?	[]	[]	×	[]	206
	*F. Has the property been used for commercial or industrial purposes?	ji	įί	[34]	1	207
	1 - D	. 1	. 1		. 1	
	AJR orlinas					
SEL	LLER'S INITIALS Date SELLER'S INITIALS Date					

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		YE	S	NC)	DON		N/A	208 209
	*G. Is there any soil or groundwater contamination?	1	ì	ſ	1	()		[]	210
	*H. Are there transmission poles or other electrical utility equipment installed, maintained, or	1.5	4 3		•		•		211
	buried on the property that do not provide utility service to the structures on the property?	[×	1]]	ble	()	[]	212
	*I. Has the property been used as a legal or illegal dumping site?	[]	[]	[X		[]	213
	*J. Has the property been used as an illegal drug manufacturing site?	[]	[]	[)	71	[]	214
	*K. Are there any radio towers in the area that cause interference with cellular telephone reception?	1]	[1	[X		[]	215
8.	LEAD BASED PAINT (Applicable if the house was built before 1978)							[🔀]	216
	A. Presence 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								218
	(explain).								219
	[X] Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housi	ng.							220
	B. Records and reports available to the Seller (check one below):								221
	[] Seller has provided the purchaser with all available records and reports pertaining to								222
	lead-based paint and/or lead-based paint hazards in the housing (list documents below).								223
									224
	[x] Seller has no reports or records pertaining to lead-based paint and/or lead-based paint has	zard	s ii	n th	ne h	nous	ing.		225
9.	MANUFACTURED AND MOBILE HOMES								226
	If the property includes a manufactured or mobile home,								227
	*A. Did you make any alterations to the home?	[]	[]	[]	[}	228
	If yes, please describe the alterations:								229
	*B. Did any previous owner make any alterations to the home?	-	-		-	[]	[×]	230
	*C. If alterations were made, were permits or variances for these alterations obtained?	[]	[l	[]	[X]	231
10.	FULL DISCLOSURE BY SELLERS								232
	A. Other conditions or defects:								233
	*Are there any other existing material defects affecting the property that a prospective								234
	buyer should know about?	[]	[]	X	[]	[]	235
	B. Verification								236
	The foregoing answers and attached explanations (if any) are complete and correct to the best								237
	Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate lic against any and all claims that the above information is inaccurate. Seller authorizes real estate li								238
	copy of this disclosure statement to other real estate licensees and all prospective buyers of the					y, c	o ac	iivoi a	239 240
	1 1 2 T DW	0.50			8				240
	Amous J. Kyll 01/22/25					_	200		241
	Seller Date Seller					Da	te		
If th	ne answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessa	ry).	Ple	eas	se r	efer	to t	ne line	242
nur	mber(s) of the question(s).								243
									244
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		- 25							247
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-								-	252
-		- 21							253 254
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NOTICES TO THE BUYER 11. 257 1. SEX OFFENDER REGISTRATION 258 INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT 259 AGENCIES, THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT 260 AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS. 261 2. PROXIMITY TO FARMING/WORKING FOREST 262 THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN 263 CLOSE PROXIMITY TO A FARM OR WORKING FOREST. THE OPERATION OF A FARM OR WORKING FOREST 264 INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES OR FOREST PRACTICES. WHICH ARE PROTECTED 265 UNDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT. 266 **OIL TANK INSURANCE** 267 THIS NOTICE IS TO INFORM YOU THAT IF THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE UTILIZES 268 AN OIL TANK FOR HEATING PURPOSES, NO COST INSURANCE MAY BE AVAILABLE FROM THE POLLUTION LIABILITY 269 INSURANCE AGENCY. 270 III. BUYER'S ACKNOWLEDGEMENT 271 1. BUYER 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 273 utilizing diligent attention and observation. 274 The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and 275 not by any real estate licensee or other party. 276 C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information 277 provided by Seller, except to the extent that real estate licensees know of such inaccurate information. 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 Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has 280 received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s). 281 If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet Protect Your Family From Lead in Your Home. 282 DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S 283 ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER 284 AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY 285 SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY 286 DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU 287 MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT. 288 289 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES 290 THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE 291 LICENSEE OR OTHER PARTY. 292 293 Buyer Date Buyer Date **BUYER'S WAIVER OF RIGHT TO REVOKE OFFER** 294 Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement, Buyer approves this statement and 295 waives Buyer's right to revoke Buyer's offer based on this disclosure. 296 297 Buyer Date Buyer Date 298 299 BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT 300 Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right, 301 However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive 302 the receipt of the "Environmental" section of the Seller Disclosure Statement. 303 304 Buyer Date Buyer Date