

Home only - No Land with purchase

Form 17
Seller Disclosure Statement
Rev. 8/21
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**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

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SELLER: Rudolf V Kleymush

Galina Kleymush

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

1190 W Old Kettle Rd #5, CITY Kettle Falls

STATE WA, ZIP 99141, COUNTY Stevens ("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.

1. TITLE

- | | YES | NO | DONT KNOW | N/A |
|---|-------------------------------------|-------------------------------------|--------------------------|--------------------------|
| A. Do you have legal authority to sell the <u>Home</u> property? If no, please explain. | <input checked="" 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 checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) Option | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) Lease or rental agreement | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (4) Life estate? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *C. Are there any encroachments, boundary agreements, or boundary disputes? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *D. Is there a private road or easement agreement for access to the property? | <input checked="" 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 checked="" 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 checked="" 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 checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *H. Are there any pending or existing assessments against the property? | <input type="checkbox"/> | <input checked="" 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 checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

SELLER'S INITIALS

Date

SELLER'S INITIALS

Date

5.30.25.

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- | | YES | NO | DON'T
KNOW | N/A | 54 |
|---|--------------------------|-------------------------------------|-------------------------------------|-------------------------------------|----|
| *J. Is there a boundary survey for the property? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 55 |
| *K. Are there any covenants, conditions, or restrictions recorded against the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 56 |

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.

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2. WATER

A. Household Water

- (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

*If shared, are there any written agreements? ☐ ☐ ☐ ☐ 63

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B. Irrigation Water

(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? ☐ ☒ ☐ ☐ 81

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C. Outdoor Sprinkler System

(1) Is there an outdoor sprinkler system for the property? ☐ ☒ ☐ ☐ 90

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3. SEWER/ON-SITE SEWAGE SYSTEM

A. The property is served by:

- ☒ Public sewer system ☐ On-site sewage system (including pipes, tanks, drainfields, and all other component parts)
☐ Other disposal system

Please describe: 2 homes per septic tank- No septic on this lot. #6

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- | | YES | NO | DON'T
KNOW | N/A | |
|---|-------------------------------------|-------------------------------------|-------------------------------------|--------------------------|-------------------|
| *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?..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 102
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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?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 106
107 |
| (2) When was it last pumped? <u>2023 or 2024</u> | | | | | 108 |
| *(3) Are there any defects in the operation of the on-site sewage system?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 109 |
| (4) When was it last inspected? _____ | | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 110 |
| By whom: _____ | | | | | 111 |
| (5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms | | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 112 |
| E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system?..... | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 113
114 |
| If no, please explain: _____ | | | | | 115 |
| *F. Have there been any changes or repairs to the on-site sewage system?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 116 |
| G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? <u>located on lot #6</u> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 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?..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 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).

4. STRUCTURAL

- | | | | | | |
|--|---|--|--------------------------|-------------------------------------|-------------------|
| *A. Has the roof leaked within the last 5 years?..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 125
126 |
| *B. Has the basement flooded or leaked?..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 127 |
| *C. Have there been any conversions, additions or remodeling? <u>2011</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 128 |
| *(1) If yes, were all building permits obtained?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 129 |
| *(2) If yes, were all final inspections obtained?..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 130 |
| D. Do you know the age of the house? <u>1973</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 131 |
| If yes, year of original construction: _____ | | | | | 132 |
| *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"/> | <input type="checkbox"/> | 133 |
| *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"/> | <input type="checkbox"/> | 134 |
| <input type="checkbox"/> Foundations | <input type="checkbox"/> Decks | <input type="checkbox"/> Exterior Walls | | | 135 |
| <input type="checkbox"/> Chimneys | <input type="checkbox"/> Interior Walls | <input type="checkbox"/> Fire Alarms | | | 136 |
| <input type="checkbox"/> Doors | <input type="checkbox"/> Windows | <input type="checkbox"/> Patio | | | 137 |
| <input type="checkbox"/> Ceilings | <input type="checkbox"/> Slab Floors | <input type="checkbox"/> Driveways | | | 138 |
| <input type="checkbox"/> Pools | <input type="checkbox"/> Hot Tub | <input type="checkbox"/> Sauna | | | 139 |
| <input type="checkbox"/> Sidewalks | <input type="checkbox"/> Outbuildings | <input type="checkbox"/> Fireplaces | | | 140 |
| <input type="checkbox"/> Garage Floors | <input type="checkbox"/> Walkways | <input type="checkbox"/> Siding | | | 141 |
| <input type="checkbox"/> Wood Stoves | <input type="checkbox"/> Elevators | <input type="checkbox"/> Incline Elevators | | | 142 |
| <input type="checkbox"/> Stairway Chair Lifts | <input type="checkbox"/> Wheelchair Lifts | <input type="checkbox"/> Other _____ | | | 143 |
| *G. Was a structural pest or "whole house" inspection done?..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 144
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146 |
| If yes, when and by whom was the inspection completed? _____ | | | | | |
| 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"/> | <input type="checkbox"/> | 147 |
| I. Is the attic insulated?..... | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 148 |
| J. Is the basement insulated?..... | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 149 |

Rudolf Klei
SELLER'S INITIALS Date

SK 5.30.25
SELLER'S INITIALS Date

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5. SYSTEMS AND FIXTURES

YES NO DON'T KNOW N/A 150
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 ☐ ☒ ☐ ☐ 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: N/A ☐ ☒ ☐ ☐ 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
2015

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: Spectrum or Century Link 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: Mobile Home Park Smithys MHP LLC 187
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189

B. Are there regular periodic assessments? ☐ ☒ ☐ ☐ 190
\$ N/A 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
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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

SELLER'S INITIALS

Date

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	YES	NO	DON'T KNOW	N/A	208
*G. Is there any soil or groundwater contamination?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	211
*I. Has the property been used as a legal or illegal dumping site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	212
*J. Has the property been used as an illegal drug manufacturing site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	213
*K. Are there any radio towers in the area that cause interference with cellular telephone reception?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	214
8. LEAD BASED PAINT (Applicable if the house was built before 1978).				<input type="checkbox"/>	215
A. Presence of lead-based paint and/or lead-based paint hazards (check one below):					216
<input type="checkbox"/> Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). <u>All painted new inside and new windows and drywall.</u>					217
<input checked="" type="checkbox"/> Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.					218
B. Records and reports available to the Seller (check one below):					219
<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).					220
<input checked="" type="checkbox"/> Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.					221
9. MANUFACTURED AND MOBILE HOMES					222
If the property includes a manufactured or mobile home.					223
*A. Did you make any alterations to the home? <u>Deck, deck stairs, 200 Amp Electrical new</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	224
If yes, please describe the alterations: <u>Kitchen, bath, walls, floors, windows, siding</u>					225
*B. Did any previous owner make any alterations to the home?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	226
*C. If alterations were made, were permits or variances for these alterations obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	227
10. FULL DISCLOSURE BY SELLERS					228
A. Other conditions or defects:					229
*Are there any other existing material defects affecting the property that a prospective buyer should know about?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	230
B. Verification					231
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.					232
<u>Rudolf Kleinf</u> Seller					233
Date					234
<u>Halima Kleinf</u> Seller					235
Date					236
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).					237
1. A - Lot Rent - Lease Land					238
1. B - Agreement with Park					239
1. D - Access thru Park					240
1. F - Park maintains Road					241
1. I - Park application and approval required					242
1. J - Lot Rent					243
1. K - Contact Park manager					244
2. 2 - Manager and city take care of outside water					245

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II. NOTICES TO THE BUYER

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1. SEX OFFENDER REGISTRATION

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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.

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2. PROXIMITY TO FARMING/WORKING FOREST

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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.

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3. OIL TANK INSURANCE

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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.

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III. BUYER'S ACKNOWLEDGEMENT

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1. BUYER HEREBY ACKNOWLEDGES THAT:

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- 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*.

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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.

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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.

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Buyer Date

Buyer Date

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2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER

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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.

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Buyer Date

Buyer Date

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

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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.

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Buyer Date

Buyer Date

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SELLER'S INITIALS

Date

SELLER'S INITIALS

Date

**DISCLOSURE OF INFORMATION ON
LEAD-BASED PAINT AND
LEAD-BASED PAINT HAZARDS**
Continued

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Buyer's Acknowledgment

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(c) Buyer has received the above Seller's Disclosure and all documents (if any). _____ 32
Buyer Initials Buyer Initials

(d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*. _____ 33
Buyer Initials Buyer Initials

(e) Buyer has (check one below): 34

☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint 35
and/or lead-based paint hazards. 36

☐ Accepted an opportunity to conduct a risk assessment or inspection for the presence of lead-based paint 37
and/or lead-based paint hazards on the following terms and conditions: 38

This Agreement is conditioned upon a risk assessment or inspection of the Property for the presence of lead- 39
based paint and/or lead-based paint hazards, to be performed by a risk assessor or inspector at Buyer's 40
expense. (Intact lead-based paint that is in good condition is not necessarily a hazard). 41

This contingency shall conclusively be deemed satisfied (waived) unless Buyer gives written notice of 42
disapproval of the risk assessment or inspection to Seller within _____ (10 days if not filled in) after 43
receiving this Disclosure. Buyer's notice must identify the specific existing deficiencies and corrections 44
needed and must include a copy of the inspection and/or risk assessment report. 45

Seller may, at Seller's option, within _____ days (3 days if not filled in) after Seller's receipt of Buyer's 46
disapproval notice, give written notice that Seller will correct the conditions identified by Buyer. If Seller 47
agrees to correct the conditions identified by Buyer, then it shall be accomplished at Seller's expense prior 48
to the Closing Date, and Seller shall provide Buyer with certification from a risk assessor or inspector 49
demonstrating that the condition(s) has been remedied prior to the Closing Date. In lieu of correction, the 50
parties may agree on any other remedy for the disapproved condition(s), including but not limited to 51
adjustments to the Purchase Price. If an agreement on non-repair remedies is secured in writing before the 52
expiration of the time period set forth in this subparagraph, then this contingency will be deemed satisfied. 53

If Seller does not give notice that Seller will correct the conditions identified in Buyer's risk assessment or 54
inspection, or if the parties cannot reach an agreement on alternative remedies, then Buyer may elect to give 55
notice of termination of this Agreement within _____ days (3 days if not filled in) after expiration of the 56
time limit or delivery of Seller's notice pursuant to the preceding paragraph, whichever occurs first. The 57
Earnest Money shall then be returned to Buyer and the parties shall have no further obligations to each other. 58
Buyer's failure to give a written notice of termination means that Buyer will be required to purchase the 59
Property without Seller having corrected the conditions identified in Buyer's risk assessment or inspection 60
and without any alternative remedy for those conditions. 61

Buyer has reviewed the information above and certifies, to the best of Buyer's knowledge, that the statements made 62
by Buyer are true and accurate. 63

Buyer Date Buyer Date 64

Brokers' Acknowledgment

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Brokers have informed Seller of Seller's obligations under 42 U.S.C. 4852(d) and are aware of their responsibility 66
to ensure compliance. 67

Buyer Broker Date Listing Broker Date 68

Buyer Initials Date Buyer Initials Date Seller Initials Date Seller Initials Date

**IDENTIFICATION OF UTILITIES
ADDENDUM TO PURCHASE AND SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated _____ 1

between _____ ("Buyer") 2

and Buyer Rudolf V Kleymush Buyer Galina Kleymush ("Seller") 3

concerning Address 1190 W Old Kettle Rd #5 City Kettle Falls State WA Zip 99141 (the "Property"). 4

Pursuant to RCW 60.80, Buyer and Seller request the Closing Agent to administer the disbursement of closing funds necessary to satisfy unpaid utility charges, if any, affecting the Property. The names and addresses of all utilities providing service to the Property and having lien rights are as follows: 5

WATER DISTRICT: City of Kettle Falls 25-30 through trailer park 8

Name e-mail or website (optional) 8

Address 9

SEWER DISTRICT: City, State, Zip Part of Lot Rent Fax. No. (optional) 10

Name e-mail or website (optional) 11

Address 12

IRRIGATION DISTRICT: City, State, Zip NA Fax. No. (optional) 13

Name e-mail or website (optional) 14

Address 15

GARBAGE: City, State, Zip \$20 through Trailer Park Fax. No. (optional) 16

Name e-mail or website (optional) 17

Address 18

ELECTRICITY: City, State, Zip Avista Fax. No. (optional) 19

Name e-mail or website (optional) 20

Address 21

GAS: City, State, Zip Fax. No. (optional) 22

Name e-mail or website (optional) 23

Address 24

SPECIAL DISTRICT(S): City, State, Zip Fax. No. (optional) 25

(local improvement districts or utility local improvement districts) Name e-mail or website (optional) 26

Address 27

City, State, Zip Fax. No. (optional) 28

If the above information has not been filled in at the time of mutual acceptance of this Agreement, then (1) within _____ days (5 if not filled in) of mutual acceptance of this Agreement, Seller shall provide the Listing Broker or Buyer Broker with the names and addresses of all utility providers having lien rights affecting the Property and (2) Buyer and Seller authorize Listing Broker or Buyer Broker to insert into this Addendum the names and addresses of the utility providers identified by Seller. 29

Nothing in this Addendum shall be construed to diminish or alter the Seller's obligation to pay all utility charges (including unbilled charges). Buyer understands that the Listing Broker and Buyer Broker are not responsible for, or to insure payment of, Seller's utility charges. 30

Buyer's Initials

Date

Buyer's Initials

Date

RK
Seller's Initials

Date

5-30-25
Seller's Initials

Date

5.30.25