Form 17 Seller Disclosure Statement

#### SELLER DISCLOSURE STATEMENT

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Northwest Multiple Listing Service IMPROVED PROPERTY Rev. 8/21 ALL RIGHTS RESERVED Page 1 of 6 Jacobus S. Van Leeuwen Megan A. Van Leeuwen SELLER: 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 3 offering statement, certain timeshares, and manufactured and mobile homes. See RCW Chapter 64.06 for further information. 4 INSTRUCTIONS TO THE SELLER 5 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 the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure 8 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 Evans 1870 Brooks Rd. N. 13 . ZIP 99126-9742 , COUNTY Stevens STATE WA ("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 21 SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT. THEN YOU MAY WAIVE THE RIGHT TO RESCIND 22 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 23 24 LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF 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. 30 THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE 31 PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY 32 ADVICE, INSPECTION, DEFECTS OR WARRANTIES. Seller □ is / ☑ is not occupying the Property. 33 I. SELLER'S DISCLOSURES: 34 35 \*If you answer "Yes" to a question with an asterisk (\*), please explain your answer and attach documents, if available and not 36 otherwise publicly recorded. If necessary, use an attached sheet. YES NO DON'T N/A 37 KNOW 38 1. TITLE 39 \*B. Is title to the property subject to any of the following? 40 Ø 41 (1) First right of refusal ...... Ø 42 Ø (3) Lease or rental agreement 43 Ø (4) Life estate? ...... 44 Ø \*C. Are there any encroachments, boundary agreements, or boundary disputes? ...... 45 Ø 46

SELLER'S INITIALS SELLER'S INITIALS Date Date

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

\*H. Are there any pending or existing assessments against the property? ......

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

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

property that would affect future construction or remodeling? ......

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(Continued)

			YES	NO	DON'T KNOW	N/A	54 55
	*J.	Is there a boundary survey for the property?	.,🗹				56
	*K.	Are there any covenants, conditions, or restrictions recorded against the property?	□	Ø			57
		<b>NOTICE TO BUYER:</b> 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	TER					63
	A.	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 66
		*If shared, are there any written agreements?	□			$\mathcal{P}$	67
		*(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?		ر			68 69
		*(3) Are there any problems or repairs needed?	-	Ø			70
		(4) During your ownership, has the source provided an adequate year-round supply of potable water? If no, please explain:	.,¤				71 72
		*(5) Are there any water treatment systems for the property?	,🗹				73 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?	🗖	ø			75 76
		(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?				Ø	77
		*(b) If yes, has all or any portion of the water right not been used for five or more successive years				Ø	78
		*(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?		ø			79
	В.	Irrigation Water					80
		(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim?	□			á	81 82
		*(a) If yes, has all or any portion of the water right not been used for five or more successive years?	□			Ø	83 84
		*(b) If so, is the certificate available? (If yes, please attach a copy.)				Ø	85
		*(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed?				A	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:	□	ø			87 88
							89
	C.	Outdoor Sprinkler System		/	4		90
		(1) Is there an outdoor sprinkler system for the property?		Ø			91
		*(2) If yes, are there any defects in the system?					92
		*(3) If yes, is the sprinkler system connected to irrigation water?	<b>u</b>				93
3.	SE	WER/ON-SITE SEWAGE SYSTEM					94
	A.	. The property is served by:					95
		☐ Public sewer system ☐ On-site sewage system (including pipes, tanks, drainfields, and all other component parts)☐ Other disposal system					96 97
		Please describe:			,		98
	В	. If public sewer system service is available to the property, is the house connected to the sewer main?	□	Ø			99 100
		If no, please explain:					101

SELLER'S INITIALS

Date

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(Continued)

	,	VEC	NO	DONUT	AI/A	400
*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?	YES	NO Z	DON'T KNOW	N/A	102 103 104
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	/				106
	department or district following its construction?	,⊄				107
	(2) When was it last pumped?					108
	*(3) Are there any defects in the operation of the on-site sewage system?	□	ø			109
	(4) When was it last inspected?		1		-	710
	By whom: Do not remember					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?		Ø			113 114
	If no, please explain: Kitchen Sink arain is not connected					115
*F	. Have there been any changes or repairs to the on-site sewage system?	□	ø			116
G	. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property?	<u>/</u>	ٔ ت			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?	□	ø			120 121
WHIC	CE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE IS BEING COMPLETED FOR H HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUEST JCTURAL) OR ITEM 5 (SYSTEMS AND FIXTURES).					122 123 124
4. ST	RUCTURAL				W.	125
*A.	Has the roof leaked within the last 5 years?		Ø		Z	126
*B.	Has the basement flooded or leaked?		œ.		Ø	127
*C.	Have there been any conversions, additions or remodeling?		٥			128
	*(1) If yes, were all building permits obtained?		Ø,			129
	*(2) If yes, were all final inspections obtained?		Ø			130
D.	Do you know the age of the house?	,Д				131 132
*⊏			1	П		133
*E.						134
¨Ε.	Are there any defects with the following: (If yes, please check applicable items and explain)  □ Foundations □ Decks □ Exterior Walls				_	135
	☐ Chimneys ☐ Interior Walls ☐ Fire Alarms					136
	□ Doors □ Windows □ Patio					137 138
	☐ Ceilings ☐ Slab Floors ☐ Driveways ☐ Pools ☐ Hot Tub ☐ Sauna					139
	☐ Sidewalks ☐ Outbuildings ☐ Fireplaces					140
	☐ Garage Floors ☐ Walkways ☐ Siding ☐ Wood Stoves ☐ Elevators ☐ Incline Elevators					141 142
	<ul><li>□ Wood Stoves</li><li>□ Elevators</li><li>□ Incline Elevators</li><li>□ Other</li></ul>	_				143
*G	. Was a structural pest or "whole house" inspection done?					144
	If yes, when and by whom was the inspection completed?		1			145
			/		<u> </u>	146
Н	I. During your ownership, has the property had any wood destroying organism or pest infestation?		Ø			. 147
I.						148
J.	Is the basement insulated?	□			Щ	149

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(Continued)

5.	SYS	STEMS 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?			141011		152
		If yes, please explain:  Electrical system, including wiring, switches, outlets, and service	_	~	_	_	153
		Plumbing system, including pipes, faucets, fixtures, and toilets	u	BARORORO			154 155
		Hot water tank		Z			156
		Garbage disposalAppliances			0000	Z	157
		Sump pump		4			158 159
		Heating and cooling systems		Z			160
		Security system:  Owned Leased  Other				2	161
	*B.	If any of the following fixtures or property is included with the transfer, are they leased?		_	<b>u</b>	Ø	162 163
		(If yes, please attach copy of lease.)		/			164
		Security System:	□	Ø			165
		Tanks (type):		D D D			166 167
		Satellite dish:		Ø			168
	*C.	Are any of the following kinds of wood burning appliances present at the property?			_		169
		(1) Woodstove?		d'ald			170
		(2) Fireplace insert?		7			171 172
		(4) Fireplace?		$\overline{\mathbf{p}}$	ā	ā	173
		If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental		_	_	/	174
	<b>D</b>	Protection Agency as clean burning appliances to improve air quality and public health?	⊔			Ø	175
	D.	resources fire protection zone that provides fire protection services?	. <u>⊿</u>				176 177
	E.	Is the property equipped with carbon monoxide alarms? (Note: Pursuant to RCW 19.27.530, Seller	,				178
	_	must equip the residence with carbon monoxide alarms as required by the state building code.)	<u>P</u>				179
	۲.	Is the property equipped with smoke detection devices?					180 181
		detection device, at least one must be provided by the seller.)	,				182
	G.	Does the property currently have internet service?	.,∕⊐				183
		Provider: Newbear					184
6.		MEOWNERS' ASSOCIATION/COMMON INTERESTS  Is there a Homeowners' Association?	П	$\mathbf{p}'$			185 186
	Α.	Name of Association and contact information for an officer, director, employee, or other authorized		7	_	_	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:		4			189
	В.	Are there regular periodic assessments?	⊔	$\not$			190 191
		\$ per □ month □ year □ Other:					192
	*C	Are there any pending special assessments?		⊿			193
		Are there any shared "common areas" or any joint maintenance agreements (facilities		_	_		194
		such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas		1			195
_		co-owned in undivided interest with others)?	<b>u</b>				196
7.		VIRONMENTAL  Have there been any flooding, standing water, or drainage problems on the property					197 198
	Λ.	that affect the property or access to the property?	□	ø,			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,	П	ď			201
	D	earthquake, expansive soils, or landslides?		7		_	202
		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		4	∠ <b>□</b>		205
	*-	storage tanks, or contaminated soil or water?					206 207
-	)	That the property been used for commercial or industrial purposes?		سر	_	_	201
7/	J	4/4/4/5) MV 69-01-15					
SEL	LER'	S INITIALS Date SELLER'S INITIALS Date					

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ugo	0 01	(Continuea)					
	*0		YES	NO	DON'T KNOW	N/A	208 209
		Is there any soil or groundwater contamination?		Ø			210
	п.	Are there transmission poles or other electrical utility equipment installed, maintained, or	_	_			211
	*1	buried on the property that do not provide utility service to the structures on the property?		Ø			212
		Has the property been used as a legal or illegal dumping site?		Z Z			213
		Has the property been used as an illegal drug manufacturing site?		2			214
	٨.	Are there any radio towers in the area that cause interference with cellular telephone reception?	□	Д			215
8.		AD 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 (explain)					218 219
		Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing	g.				220
	В.	Records 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).					222 223
							224
		Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards	in the h	ousin	g.		225
9.	MA	NUFACTURED AND MOBILE HOMES					226
		ne property includes a manufactured or mobile home,					227
	*A.	Did you make any alterations to the home?	□			卢	228
	*0	If yes, please describe the alterations:				rá.	229
		Did any previous owner make any alterations to the home?				Ø Ø	230 231
	C.	if alterations were made, were permits or variances for these alterations obtained?		_	_	/	231
10.		LL DISCLOSURE BY SELLERS					232
	Α.	Other conditions or defects:  *Are there any other existing material defects affecting the property that a prospective					233 234
		buyer should know about?		⊭			235
	В.	Verification		/			236
		The foregoing answers and attached explanations (if any) are complete and correct to the best of					237
		Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licen against any and all claims that the above information is inaccurate. Seller authorizes real estate licen	sees r	narmle if anv	ss from to deliv	and /er a	238 239
		copy of this disclosure statement to other real estate licensees and all prospective buyers of the prop		,	,	· .	240
		Araffer Manchan Scinlering	11	()c	9-07-	75	241
		Seller Date Seller			Dat	te	
	-6						
f the	ans	swer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary	/). Plea	ase re	fer to th	e line	242
		s) of the question(s).					243
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II. NO	OTIC	CES TO THE BUYER	257			
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.	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.	THI AN	TANK INSURANCE IS NOTICE IS TO INFORM YOU THAT IF THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE UTILIZES OIL TANK FOR HEATING PURPOSES, NO COST INSURANCE MAY BE AVAILABLE FROM THE POLLUTION LIABILITY SURANCE AGENCY.	267 268 269 270			
III. B	UYE	R'S ACKNOWLEDGEMENT	271			
1.	BU	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			
	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.	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			
	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.					
	-		292			
	Bu	yer Date Buyer Date	293			
2.	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.					
	Bu	yer Date Buyer Date	297 298			
3.	Bu	YYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT yer 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			
	Bu	iyer Date Buyer Date	303 304			
-						