Form 17

SELLER DISCLOSURE STATEMENT

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Seller Disclosure Statement Northwest Multiple Listing Service **IMPROVED PROPERTY** ALL RIGHTS RESERVED Rev. 7/19 Page 1 of 6 Intosh and Linda MCIntosh SELLER: To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, 2 condominiums not subject to a public offering statement, certain timeshares, and manufactured and mobile homes. See RCW 3 Chapter 64.06 for further information. 5 **INSTRUCTIONS TO THE SELLER** Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property check 6 "NA." If the answer is "yes" to any asterisked (*) item(s), please explain on attached sheets. Please refer to the line number(s) of 7 the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure 8 9 statement and each attachment. Delivery of the disclosure statement must occur not later than five (5) business days, unless 10 otherwise agreed, after mutual acceptance of a written purchase and sale agreement between Buyer and Seller. 11 NOTICE TO THE BUYER THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT 12 CITY RECIMONO ITUIT ME 13 THE PROPERTY") OR AS COUNTY 14 LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A. 15 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED 16 ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE 17 STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM 18 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT 19 BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE 20 SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT. THEN YOU MAY WAIVE THE RIGHT TO RESCIND 21 PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT. 22 23 THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE 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. 26 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED 27 TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, 28 WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, 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. 33 SELLER \boxtimes IS/ \square IS NOT OCCUPYING THE PROPERTY. 34 I. SELLER'S DISCLOSURES: 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** 37 N/A 1. TITLE KNOW 38 A. Do you have legal authority to sell the property? If no, please explain. 39 *B. Is title to the property subject to any of the following? 40 (1) First right of refusal 41 ø, 42 v 43 **11**/ 44 (4) Life estate?

SELLER'S ÍNITIALS

*C. Are there any encroachments, boundary agreements, or boundary disputes?......

*G. Is there any study, survey project, or notice that would adversely affect the property?□

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

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5.	SY	STEMS AND FIXTURES	TES	NO	KNOW	IWA	150
	*A.	If any of the following systems or fixtures are included with the transfer, are there any defects?					151
		If yes, please explain:					152
	.	Electrical system, including wiring, switches, outlets, and service Plumbing system, including pipes, faucets, fixtures, and toilets Hot water tank Garbage disposal Appliances Sump pump Heating and cooling systems Security system: □ Owned □ Leased Other Other			0000000		153 154 155 156 157 158 159 160 161
	۳В.	If any of the following fixtures or property is included with the transfer, are they leased? (If yes, please attach copy of lease.)					163
		Security System: Tanks (type):				4	164
		Tanks (type): Water					165 166
		Satellite dish:		m			167
	*C	Are any of the following kinds of wood burning appliances present at the property?			_		168
	O,	(1) Woodstove?					169
		(2) Fireplace insert?		2			170
		(3) Pellet stove?		2			171
		(4) Fireplace?	, M				172 173
		Protection Agency as clean burning appliances to improve air quality and public health?					174
	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?	,	_	_	_	175 176
	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.)	1				177 178
	E.	Is the property equipped with smoke detection devices?			_		179
		(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.)	_	_	_		180 181
6.	НО	MEOWNERS' ASSOCIATION/COMMON INTERESTS			J		182
	A	Is there a Homeowners' Association? 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:	.0				183 184 185 186
	B.	Are there regular periodic assessments?	. 🗆	\mathbf{v}			187
		\$per □ month □ year					188
		□ Other:		/			189
	*C.	Are there any pending special assessments?					190
	*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)? from the ment of the same of t	. 2				191 192 193
7.	EN	VIRONMENTAL					194
	*A.	Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?	.0	3/			195 196
	*B.	Does any part of the property contain fill dirt, waste, or other fill material?	.□				197
	*C.	Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	.0	9			198 199
	D.	Are there any shorelines, wetlands, floodplains, or critical areas on the property?	. 🗆				200
	*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?	п	o/			201 202 203
	*⊏	Has the property been used for commercial or industrial purposes?					203
	Z	me 16/6/20 All 11/8/20			J	_	∠∪4
SELL	ER'S	S INITIALS Date SELLER'S INITIALS Date					

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(Continued)

	*1	Are there any zening violetiene, nevertherning upon an array and another there are the	YES	NO	KNOW	N/A	53
	*I.	Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling?			-		54 55
	*J.	Is there a boundary survey for the property?		0	-0-	_0_	56
		Are there any covenants, conditions, or restrictions recorded against the property?					57
		PLEASE NOTE: Covenants, conditions, and restrictions which purport to forbid or restrict the conveyance, encumbrance, occupancy, or lease of real property to individuals based on race, creed, color, sex, national origin, familial status, or disability are void, unenforceable, and illegal. RCW 49.60.224.	Ref	et.			58 59 60 61
2.	WA	ATER					62
	A.	Household Water					63
		(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?	D	_		DI/	64 65 66
		*(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the		_	ã		67
		water source?	ロ	ø/			68
		*(3) Are there any problems or repairs needed?					69
		(4) During your ownership, has the source provided an adequate year-round supply of potable water?					70
		If no, please explain:		/			71
		*(5) Are there any water treatment systems for the property?		a/			72 73
		*(6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim?	. 🗖				74 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?	? 🗖				77
		*(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?					78
	В.	Irrigation Water					79
		(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim?	.	a		Q	80 81
		*(a) If yes, has all or any portion of the water right not been used for five or more successive years?					82 83
		*(b) If so, is the certificate available? (If yes, please attach a copy.)				Û	84
		*(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed?	•				85
		*(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:	🗖				86 87 88
	C.	Outdoor Sprinkler System		/			89
		(1) Is there an outdoor sprinkler system for the property?		ব			90
		*(2) If yes, are there any defects in the system?	.0			D	91
		*(3) If yes, is the sprinkler system connected to irrigation water?	. 🗆			9	92
3.	SEV	WER/ON-SITE SEWAGE SYSTEM					93
	A.	The property is served by:					94
		□ Public sewer system ଢ on-site sewage system (including pipes, tanks, drainfields, and all other or other disposal system Please describe:	ompone	ent pa	rts)		95 96 97
							J,

SELLER'S INITIALS

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		YES	NO	DON'T	N/A	98
B.	If public sewer system service is available to the property, is the house connected to			KNOW		99
	the sewer main?	0.00000			W/	100
*0	Is the property subject to any sewage system fees or charges in addition to those covered					102
۳٠.	in your regularly billed sewer or on-site sewage system maintenance service?					103
D.	If the property is connected to an on-site sewage system:					104
	*(1) Was a permit issued for its construction, and was it approved by the local health	/				105
	department or district following its construction?					106
	(2) When was it last pumped?			/		107
	*(3) Are there any defects in the operation of the on-site sewage system?			<u> </u>		108
	(4) When was it last inspected? By whom: Sapt. 2020 A-Westco					109 110
	(5) For how many bedrooms was the on-site sewage system approved? bedrooms					111
_	Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site	,		_	_	112
⊏.	sewage system?					113
	If no, please explain:					114
*F.	Have there been any changes or repairs to the on-site sewage system?					115
	Is the on-site sewage system, including the drainfield, located entirely within the					116
٥.	boundaries of the property?	D				117
	If no, please explain:	,	m			118
*H.	Does the on-site sewage system require monitoring and maintenance services more frequently				_	119
	than once a year?		Ц	Ш		120
NOTIC	E: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE IS BEING COMPLETED FO	OR NEW (CONS	TRUC	TION	121
	HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUE					122
(STRU	CTURAL) OR ITEM 5 (SYSTEMS AND FIXTURES).					123
	RUCTURAL		/			124
*A.	Has the roof leaked within the last 5 years?					125
*B.	Has the basement flooded or leaked?					126
*C.	Have there been any conversions, additions or remodeling?					127
	*(1) If yes, were all building permits obtained?				1 2	128
	*(2) If yes, were all final inspections obtained?	_			D	129
D.	Do you know the age of the house?					130
	If yes, year of original construction:	§	/	,		131
*E.	Has there been any settling, slippage, or sliding of the property or its improvements?					132
*F.	Are there any defects with the following: (If yes, please check applicable items and explain)		1			133
	☐ Foundations ☐ Decks ☐ Exterior Walls					134
	☐ Chimneys ☐ Interior Walls ☐ Fire Alarms ☐ Doors ☐ Windows ☐ Patio					135 136
	☐ Ceilings ☐ Slab Floors ☐ Driveways					137
	☐ Pools ☐ Hot Tub ☐ Sauna					138 139
	☐ Sidewalks ☐ Outbuildings ☐ Fireplaces ☐ Garage Floors ☐ Walkways ☐ Siding					140
	☐ Wood Stoves ☐ Elevators ☐ Incline Elevators					141
	☐ Stairway Chair Lifts ☐ Wheelchair Lifts ☐ Other					142
*G.	Was a structural pest or "whole house" inspection done?	<u>e</u>				143
	If yes, when and by whom was the inspection completed?					144
	Sept. 2020 Clark Inspection Service			,		145
He	During your ownership, has the property had any wood destroying organism or pest infestation?	/				146
I.	Is the attic insulated?					147
J.	Is the basement insulated?					148
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			YES	S NO	DON'T KNOW	N/A	205 206
	*G.	Is there any soil or groundwater contamination?		1			207
	*H.	I. Are there transmission poles or other electrical utility equipment in	stalled, maintained, or		2		208
		buried on the property that do not provide utility service to the structure	ctures on the property?	12			209
	*I ₂	Has the property been used as a legal or illegal dumping site?					210
	*J.	Has the property been used as an illegal drug manufacturing site?					211
	*K.	. Are there any radio towers in the area that cause interference with cel	lular telephone reception?				212
8.	LE/	EAD BASED PAINT (Applicable if the house was built before 1978).			a		213
	A.	. Presence of lead-based paint and/or lead-based paint hazards (ch	eck one below):	N,	4		214
		■ Known lead-based paint and/or lead-based paint hazards are (explain).	present in the housing	' /	'		215 216
		☐ Seller has no knowledge of lead-based paint and/or lead-base	ed paint hazards in the housing.				217
	В.	Records and reports available to the Seller (check one below):					218
		□ Seller has provided the purchaser with all available records ar	nd reports pertaining to				219
		lead-based paint and/or lead-based paint hazards in the housi					220
							221
		Seller has no reports or records pertaining to lead-based paint an	d/or lead-based paint hazards in the	e housin	g.		222
9.	MA	ANUFACTURED AND MOBILE HOMES					223
	If th	he property includes a manufactured or mobile home,					224
		. Did you make any alterations to the home?				12/	225
		If yes, please describe the alterations:	Administration of the Million of Designation and Designation of the State of the St				226
	*B.	. Did any previous owner make any alterations to the home?					227
	*C.	. If alterations were made, were permits or variances for these altera	ations obtained?			12	228
10.	FUL	ILL DISCLOSURE BY SELLERS					229
	A.	. Other conditions or defects:					230
		*Are there any other existing material defects affecting the property buyer should know about?				ū	231 232
	B.	Verification The foregoing answers and attached explanations (if any) are comp. Seller has received a copy hereof. Seller agrees to defend, indems against any and all claims that the above information is inaccurate. S copy of this disclosure statement to other real estate licensees and all	nify and hold real estate licensees eller authorizes real estate licensee approperty.	harmle	ss from	and	233 234 235 236 237
		Seller Frida X. Montosh 19660 Seller	MAGEST	10%	1/2 Dat	e ,	238 239
numb 7 /	per(s	swer is "Yes" to any asterisked (*) items, please explain below (use s) of the question(s). M. 3F Responded to A Wes, EW SEPTIC TNSTAlked in a sem 3H UV Lightbulle to be	to Repairs e	Sept	1.20	20	240 241 242 243 244 245 246 247 248 249 250 251 252 253

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II. N	OTIC	CES TO THE BUYER	255				
1.	AG	X OFFENDER REGISTRATION FORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT BENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.	256 257 258 259				
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.	TH 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.	265 266 267 268				
III. B	UYE	ER'S ACKNOWLEDGEMENT	269				
1.	BU	YER HEREBY ACKNOWLEDGES THAT:	270				
	Α.	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.	271 272				
	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.	273 274				
	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.	275 276				
	D.	This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.	277				
	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. 2						
	AC AN SEI DE	TUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER D SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY LLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY	281 282 283 284 285 286				
	TH		287 288 289				
			290				
	Buy	ver Date Buyer Date	291				
2.	Buy		292 293 294				
	Buy	TACON TO SERVICE AND THE PROPERTY OF THE PROPE	295 296				
	,		290				
3.	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.						
	_		301				
	Buy	er Date Buyer Date	302				