Form 17 Seller Disclosure Statement

#### SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

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Rev 8/21 ALL RIGHTS RESERVED Page 1 of 6 Lisa Soriano SELLER: 1 Seller 2 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 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 10 otherwise agreed, after mutual acceptance of a written purchase and sale agreement between Buyer and Seller. NOTICE TO THE BUYER 11 THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT 12 , CITY Colville 1562 **Shepherd Way** 13 , ZIP 99114 \_, 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 LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF 24 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 BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. 29 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  $\square$  is /  $\square$  is not occupying the Property. 33 I. SELLER'S DISCLOSURES: 34 \*If you answer "Yes" to a question with an asterisk (\*), please explain your answer and attach documents, if available and not 35 otherwise publicly recorded. If necessary, use an attached sheet. 36 37 YFS NO DON'T 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 **4** (1) First right of refusal ...... 41 42 43 (4) Life estate? ...... 44 Ø 45 \*D. Is there a private road or easement agreement for access to the property? ....... 46 \*E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of 47 Ø the property? 48 \*F. Are there any written agreements for joint maintenance of an easement or right-of-way?...... 49 Ø 50 Z 51 Are there any zoning violations, nonconforming uses, or any unusual restrictions on the 52 property that would affect future construction or remodeling?  $\Box$  $\Box$ 53

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J	*J.	Is there a boundary survey for the property?	YES 	NO <b>☑</b>	DON'T KNOW	N/A	54 55 56
		Are there any covenants, conditions, or restrictions recorded against the property?					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?	ロ				67
		*(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?		Ø			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?	⊿				71
		If no, please explain:					72
		*(5) Are there any water treatment systems for the property?	₫				73
		If yes, are they: ☐ Leased ☑ 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?	. 🗖	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'				<b>2</b>	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?		<b>2</b>			81 82
		*(a) If yes, has all or any portion of the water right not been used for five or more successive years?				◪	83 84
		*(b) If so, is the certificate available? (If yes, please attach a copy.)	ロ			◪	85
		$^{\star}(c)$ If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? .	□			Ø	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					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?	🗖			Ø	93
•	CE!	WER/ON-SITE SEWAGE SYSTEM					04
э.		The property is served by:					94 95
	Λ.	☐ Public sewer system	ompo	nent p	arts)		96
		☐ Other disposal system			,		97
		Please describe:					98
	В.	If public sewer system service is available to the property, is the house connected to					99
		the sewer main?	□			Ø	100
-Authen	ntisign	If no, please explain:					101
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.go o o.	(OSTATION)	YES	NO	DON'T	N/A	102
*C.	Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?		<b>Z</b>	KNOW		103 104
D.	If the property is connected to an on-site sewage system:					105
	*(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction?			Ø		106 107
	(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?			Ø		110
	By whom:					111
	(5) For how many bedrooms was the on-site sewage system approved?3 bedrooms					112
E.	Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system?	<b>Z</b>				113 114
	If no, please explain:					115
*F.	Have there been any changes or repairs to the on-site sewage system?	₽				116
	Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property?					117 118
	If no, please explain:					119
*H.	Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?		<b>2</b>			120 121
WHICH	E: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE IS BEING COMPLETED FO I HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUES CTURAL) OR ITEM 5 (SYSTEMS AND FIXTURES).					122 123 124
4. STF	RUCTURAL					125
*A.	Has the roof leaked within the last 5 years?		Ø			126
*B.	Has the basement flooded or leaked?	□	Ø			127
*C.	Have there been any conversions, additions or remodeling?		Ø			128
	*(1) If yes, were all building permits obtained?				<b>Ø</b>	129
Ь	*(2) If yes, were all final inspections obtained?  Do you know the age of the house?					130
D.	If yes, year of original construction: 2020			_	_	131 132
*E.	Has there been any settling, slippage, or sliding of the property or its improvements?		<b>a</b>			133
	Are there any defects with the following: (If yes, please check applicable items and explain)					134
	☐ Foundations ☐ Decks ☐ Exterior Walls					135
	☐ Chimneys ☐ Interior Walls ☐ Fire Alarms ☐ Doors ☐ Windows ☐ Patio					136
	☐ Ceilings ☐ Slab Floors ☐ Driveways					137 138
	☐ Pools ☐ Hot Tub ☐ Sauna					139
	☐ Sidewalks ☐ Outbuildings ☐ Fireplaces ☐ Garage Floors ☐ Walkways ☐ Siding					140 141
	☐ Wood Stoves ☐ Elevators ☐ Incline Elevators					142
	☐ Stairway Chair Lifts ☐ Wheelchair Lifts ☐ Other					143
*G.	Was a structural pest or "whole house" inspection done?	<b>Ø</b>				144 145
	<u>L&amp;I</u>		_			146
	During your ownership, has the property had any wood destroying organism or pest infestation?		<b>a</b>			147
I.	Is the attic insulated?					148
J.	Is the basement insulated?					149

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5.	SYS	STEMS AND FIXTURES	YES	NO	DON'T KNOW	N/A	150 151
٠.	*A. If any of the following systems or fixtures are included with the transfer, are there any defects?  If yes, please explain:						152 153
		Electrical system, including wiring, switches, outlets, and service		Ø			153
		Plumbing system, including pipes, faucets, fixtures, and toilets		ğ			155
		Hot water tank		Ø			156
		Garbage disposal				Ø	157
		Appliances		Ø			158
		Sump pump				Ø	159
		Heating and cooling systems		<b>a</b>		<b>a</b>	160 161
		Other				Ø	162
	*B.	If any of the following fixtures or property is included with the transfer, are they leased? (If yes, please attach copy of lease.)					163 164
		Security System:	□			<b>a</b>	165
		Tanks (type):				q	166
		Satellite dish:			₫		167
		Other:				4	168
	*C.	Are any of the following kinds of wood burning appliances present at the property?					169
		(1) Woodstove?					170
		(2) Fireplace insert?		Ø Ø			171 172
		(3) Pellet stove?					
		If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental	🛥		_	_	173
		Protection Agency as clean burning appliances to improve air quality and public health?	П			Ø	174 175
	D	Is the property located within a city, county, or district or within a department of natural		_	_	_	176
	٥.	resources fire protection zone that provides fire protection services?	□	Ø			177
	E.						178
		must equip the residence with carbon monoxide alarms as required by the state building code.)			Z		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					181
		detection device, at least one must be provided by the seller.)					182
	G.	Does the property currently have internet service?	⊄				183
		Provider:					184
6.	HO	MEOWNERS' ASSOCIATION/COMMON INTERESTS					185
	Α.		□			Ø	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
	В.	Are there regular periodic assessments?	□				190
		\$per □ month □ year					191
		□ Other:					192
		Are there any pending special assessments?	□			Ø	193
	*D.	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				_	195
		co-owned in undivided interest with others)?	⊔				196
7.		VIRONMENTAL					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?		Ø			199
		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?	口	Ø			201 202
	D.	Are there any shorelines, wetlands, floodplains, or critical areas on the property?			<u> </u>	_	203
		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					204
		storage tanks, or contaminated soil or water?	ロ	Ø			206
uthentis	™*F.	Has the property been used for commercial or industrial purposes?		<b>Z</b>			207
(	)	02/27/2024					
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age 5 of	(Continued)						
	YES	NO	DON'T KNOW	N/A	208 209		
*G.	Is there any soil or groundwater contamination?				210		
*H.	Are there transmission poles or other electrical utility equipment installed, maintained, or				211		
	buried on the property that do not provide utility service to the structures on the property? $\square$	Ø			212		
*I.	Has the property been used as a legal or illegal dumping site?□	Z			213		
*J.	Has the property been used as an illegal drug manufacturing site?□	Ø			214		
*K.	Are there any radio towers in the area that cause interference with cellular telephone reception? $\Box$	Ø			215		
8. LE	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				218		
	(explain)				219		
	□ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.				220		
B.	Records and reports available to the Seller (check one below):				221		
	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	housir	ng.		225		
9. MA	NUFACTURED AND MOBILE HOMES				226		
If th	e property includes a manufactured or mobile home,				227		
	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?□	Ø			230		
*C.	If alterations were made, were permits or variances for these alterations obtained? $\Box$	Ø			231		
10. FUL	L DISCLOSURE BY SELLERS				232		
A.	Other conditions or defects:				233		
	*Are there any other existing material defects affecting the property that a prospective	Ø			234		
_	buyer should know about?	4		ч	235		
В.	Verification The foregoing answers and attached explanations (if any) are complete and correct to the best of Sel Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licensees against any and all claims that the above information is inaccurate. Seller authorizes real estate licensees copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.	harmles, if any	ess from	and	236 237 238 239 240		
	Lisa Soriano 02/27/2024				241		
	Seller Date Seller		Dat				

- 167 Hughes Net & Dish Network. I don't know if they are leased.
- 228 New Vanity, new toilet, & new tub in en-suit. new kitchen sink, & drains.

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#### **II. NOTICES TO THE BUYER** 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 264 265 INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES OR FOREST PRACTICES, WHICH ARE PROTECTED 266 UNDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT. 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 269 270 INSURANCE AGENCY. 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 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES 289 THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE 290 LICENSEE OR OTHER PARTY. 291 292 Buyer Date Buyer Date 293 2. 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 3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT 299 Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. 300 However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive 301 the receipt of the "Environmental" section of the Seller Disclosure Statement. 302 303 Buyer Date Buyer Date 304 02/27/2024

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