

## FIDUCIARY AS SELLER ADDENDUM

This addendum is part of the Residential Purchase and Sale Agreement ("the RPSA Agreement") dated \_\_\_\_\_ between Duane E. Hoover, PR as Personal Representative of the Estate of Daniel B. & Evelyn L. Hoover, ("Seller"), and \_\_\_\_\_, ☐ a single person, ☐ husband and wife, ☐ other \_\_\_\_\_ [must check one] ("Buyer"), concerning property located in Stevens County, Washington, legally described as follows:

Assessor's Tax Parcel No. 0106500

and commonly referred to as 350 N. Cedar St, Edville, WA 99114 ("The Property").

1. Buyer acknowledges that Seller is a court-appointed Personal Representative of the Estate and can make no representations or warranties whatsoever, express or implied, regarding the Property because Seller has insufficient information to make such representations or warranties. Buyer acknowledges that Seller's disclaimer of warranties and representations in this Addendum was bargained for and that the price which Buyer is paying for the Property reflects the lack of warranties and representations by Seller. Buyer further acknowledges that Seller makes no representation or warranty regarding the truth of studies the Buyer believed to be necessary to determine the condition of the property and the suitability of the property for the Buyer's purposes.

2. Buyer acknowledges that because this is a purchase from a decedent's estate, Seller is not required to furnish a Seller's disclosure statement under Ch. 64.06 RCW. Buyer understands that Seller has not completed and will not provide a Seller's disclosure statement to Buyer. Notwithstanding any other provisions of the RSPA Agreement or its addendums, all references to Form 17 or a Seller's Disclosure Statement required by Ch. 64.06 RCW, shall not apply to this transaction.

3. The Property (including all structures and improvements thereon) is sold without representation or warranty as to (a) the condition or habitability of the Property, (b) the presence or absence of asbestos, ureaformaldehyde, or other hazardous or toxic substances on the Property, (c) whether or not the Property complies with the applicable housing code provisions or governmental laws or regulations, (d) the location of the Property boundaries and the presence or absence of encroachments upon the property or from the Property upon adjoining property, (e) whether the property is served by a public water main, public sewer main or other utilities, and (f) any other matter relating to the Property.

4. Any personal property, debris, fixtures or other items remaining on the property when possession is transferred to Buyer shall thereupon become the property of the Buyer and may be retained or disposed of as Buyer determines.

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5. All plumbing, heating, and electrical systems, and included appliances, are sold in "as is" condition at time of closing. Seller is not obligated to repair or replace plumbing, heating, and electrical systems and included appliances which are presently defective, or prior to closing become defective.

6. Title shall be conveyed by a Bargain and Sale Deed, which shall, on the face of the deed, exclude from warranty, all rights, reservations, easements, covenants, conditions and restrictions of record, easements and encroachments not materially affecting the value or unduly interfering with Buyer's intended use of the property, and general (or standard) exceptions and exclusions contained in the title insurance policy to be issued to Buyer.

7. In the event Seller agrees to pay for work orders required by lender, such work shall be deemed satisfactory if approved by lender. Buyer will make no claim against Seller relating to the quality, condition, or adequacy of work orders performed by Seller.

8. All closing documents shall be delivered to Seller's Attorneys, McGrane & Schuerman, PLLC, at least three (3) business days prior to signing by Seller for review and approval.

9. The Closing Agent in this transaction shall be McGrane & Schuerman, attorneys at law, 298 S. Main, Suite 304, Colville, WA 99114, phone (509) 684-8484, fax (509) 684-5805.

10. This addendum does not constitute legal advise. Buyer or Buyer's agent recognizes that McGrane & Schuerman represents the Seller in this transaction. McGrane & Schuerman has prepared all closing documents necessary to close this transaction, and advises the Buyer that they have the right to separate legal counsel with regard to their rights herein.

DATE: \_\_\_\_\_

\_\_\_\_\_  
Buyer

DATE: \_\_\_\_\_

\_\_\_\_\_  
Buyer

DATE: \_\_\_\_\_

\_\_\_\_\_  
Personal Representative  
Of the Estate of \_\_\_\_\_, Dec'd.

Buyer acknowledges receipt of a Seller-signed copy of the Purchase and Sale Agreement, including this Fiduciary as Seller Addendum.

DATE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Buyer

DATE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Buyer



**SELLER DISCLOSURE STATEMENT  
IMPROVED PROPERTY**

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**SELLER:** Daniel R & Evelyn L Hoover Estate

Duane E Hoover, PR

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  
350 N Cedar St, CITY Colville

STATE WA, ZIP 99114, 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                       | DON'T KNOW               | N/A                      |
|---|--------------------------|--------------------------|--------------------------|--------------------------|
| A. Do you have legal authority to sell the property? If no, please explain. ....  | <input 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 type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) Option .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) Lease or rental agreement .....   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (4) Life estate? .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *C. Are there any encroachments, boundary agreements, or boundary disputes? .....   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *D. Is there a private road or easement agreement for access to the property? .....   | <input 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 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 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 type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *H. Are there any pending or existing assessments against the property? .....   | <input type="checkbox"/> | <input 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 type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

SELLER'S INITIALS

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	YES	NO	DON'T KNOW	N/A	
*J. Is there a boundary survey for the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	54
					55
*K. Are there any covenants, conditions, or restrictions recorded against the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	56
					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
<b>2. WATER</b>					63
<b>A. Household Water</b>					64
(1) The source of water for the property is: <input type="checkbox"/> Private or publicly owned water system					65
<input type="checkbox"/> Private well serving only the subject property <input type="checkbox"/> Other water system					66
*If shared, are there any written agreements? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	67
* (2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	68
					69
* (3) Are there any problems or repairs needed? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	70
(4) During your ownership, has the source provided an adequate year-round supply of potable water? ..	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	71
If no, please explain: .....					72
* (5) Are there any water treatment systems for the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	73
If yes, are they: <input type="checkbox"/> Leased <input type="checkbox"/> 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? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	75
					76
(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? ..	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	77
* (b) If yes, has all or any portion of the water right not been used for five or more successive years? ..	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	78
* (7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	79
<b>B. Irrigation Water</b>					80
(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	81
					82
* (a) If yes, has all or any portion of the water right not been used for five or more successive years? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	83
					84
* (b) If so, is the certificate available? (If yes, please attach a copy.) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	85
* (c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? ...	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	86
* (2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	87
If so, please identify the entity that supplies water to the property: .....					88
					89
<b>C. Outdoor Sprinkler System</b>					90
(1) Is there an outdoor sprinkler system for the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	91
* (2) If yes, are there any defects in the system? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	92
* (3) If yes, is the sprinkler system connected to irrigation water? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	93
<b>3. SEWER/ON-SITE SEWAGE SYSTEM</b>					94
<b>A. The property is served by:</b>					95
<input type="checkbox"/> Public sewer system <input type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts)					96
<input type="checkbox"/> Other disposal system					97
Please describe: .....					98
<b>B. If public sewer system service is available to the property, is the house connected to the sewer main? .....</b>					99
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	100
If no, please explain: .....					101

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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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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 department or district following its construction? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	106 107
(2) When was it last pumped? .....					108
*(3) Are there any defects in the operation of the on-site sewage system? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	109
(4) When was it last inspected? .....			<input type="checkbox"/>	<input type="checkbox"/>	110
By whom: .....					111
(5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms			<input type="checkbox"/>	<input type="checkbox"/>	112
E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system? .....	<input 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 type="checkbox"/>	<input type="checkbox"/>	116
G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? .....	<input type="checkbox"/>	<input 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 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	125 126
*B. Has the basement flooded or leaked? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	127
*C. Have there been any conversions, additions or remodeling? .....	<input 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 type="checkbox"/>	129
*(2) If yes, were all final inspections obtained? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	130
D. Do you know the age of the house? .....	<input 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 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 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	144 145 146
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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	147
I. Is the attic insulated? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	148
J. Is the basement insulated? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	149

SELLER'S INITIALS \_\_\_\_\_ Date \_\_\_\_\_

SELLER'S INITIALS \_\_\_\_\_ Date \_\_\_\_\_



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**5. SYSTEMS AND FIXTURES**

\*A. If any of the following systems or fixtures are included with the transfer, are there any defects?

If yes, please explain: \_\_\_\_\_

	YES	NO	DON'T KNOW	N/A	150
Electrical system, including wiring, switches, outlets, and service .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	151
Plumbing system, including pipes, faucets, fixtures, and toilets .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	152
Hot water tank .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	153
Garbage disposal .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	154
Appliances .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	155
Sump pump .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	156
Heating and cooling systems .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	157
Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	158
Other .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	159

\*B. If any of the following fixtures or property is included with the transfer, are they leased?

(If yes, please attach copy of lease.)

	YES	NO	DON'T KNOW	N/A	160
Security System: .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	161
Tanks (type): .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	162
Satellite dish: .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	163
Other: .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	164

\*C. Are any of the following kinds of wood burning appliances present at the property?

(1) Woodstove? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	165
(2) Fireplace insert? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	166
(3) Pellet stove? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	167
(4) Fireplace? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	168

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? .....

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? .....

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.) .....

F. Is the property equipped with smoke detection devices? (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.) .....

G. Does the property currently have internet service? .....

Provider: .....

**6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS**

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: .....

B. Are there regular periodic assessments? .....

\$ \_\_\_\_\_ per ☐ month ☐ year

☐ Other: .....

\*C. Are there any pending special assessments? .....

\*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)? .....

**7. ENVIRONMENTAL**

\*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property? .....

\*B. Does any part of the property contain fill dirt, waste, or other fill material? .....

\*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides? .....

D. Are there any shorelines, wetlands, floodplains, or critical areas on the property? .....

\*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? .....

\*F. Has the property been used for commercial or industrial purposes? .....

SELLER'S INITIALS \_\_\_\_\_ Date \_\_\_\_\_

SELLER'S INITIALS \_\_\_\_\_ Date \_\_\_\_\_

**SELLER DISCLOSURE STATEMENT  
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YES	NO	DON'T KNOW	N/A	
-----	----	---------------	-----	--

- |  |                          |                          |                          |                          |     |
|--|--------------------------|--------------------------|--------------------------|--------------------------|-----|
| *G. Is there any soil or groundwater contamination? .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 208 |
|  |                          |                          |                          |                          | 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 type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 210 |
|  |                          |                          |                          |                          | 211 |
| *I. Has the property been used as a legal or illegal dumping site? .....   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 212 |
|  |                          |                          |                          |                          | 213 |
| *J. Has the property been used as an illegal drug manufacturing site? .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 214 |
|  |                          |                          |                          |                          | 215 |
| *K. Are there any radio towers in the area that cause interference with cellular telephone reception? .....  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 216 |

**8. LEAD BASED PAINT** (Applicable if the house was built before 1978). ..... ☐ 216

A. Presence of lead-based paint and/or lead-based paint hazards (check one below): 217

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). ..... 218

☐ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. 219

B. Records and reports available to the Seller (check one below): 220

☐ 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). 221

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☐ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. 223

**9. MANUFACTURED AND MOBILE HOMES** 224

If the property includes a manufactured or mobile home, 225

\*A. Did you make any alterations to the home? ..... ☐ ☐ ☐ ☐ 226

If yes, please describe the alterations: ..... 227

\*B. Did any previous owner make any alterations to the home? ..... ☐ ☐ ☐ ☐ 228

\*C. If alterations were made, were permits or variances for these alterations obtained? ..... ☐ ☐ ☐ ☐ 229

**10. FULL DISCLOSURE BY SELLERS** 230

A. Other conditions or defects: 231

\*Are there any other existing material defects affecting the property that a prospective buyer should know about?..... ☐ ☐ ☐ ☐ 232

B. Verification 233

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. 234

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Seller \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ 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

**This is an Estate Sale.** 242

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**SELLER DISCLOSURE STATEMENT  
IMPROVED PROPERTY**

(Continued)

**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. 273
- 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. 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. 277
- 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). 280
- F. If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet *Protect Your Family From Lead in Your Home*. 281

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

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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

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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

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Buyer Date

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SELLER'S INITIALS Date

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SELLER'S INITIALS Date