Form 17 Seller Disclosure Statement Rev. 7/19

SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

©Copyright 2019 Northwest Multiple Listing Service ALL RIGHTS RESERVED

Page 1 of 6 **Talitha Banks Brandon Banks** SELLER: 1 2 To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, 3 condominiums not subject to a public offering statement, certain timeshares, and manufactured and mobile homes. See RCW 4 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 8 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 9 10 otherwise agreed, after mutual acceptance of a written purchase and sale agreement between Buyer and Seller. 11 NOTICE TO THE BUYER 12 THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT CITY Spanaway 17314 18th Ave E 13 , COUNTY Pierce 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 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. FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED 26 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. SELLER □ IS/ □ 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 36 otherwise publicly recorded. If necessary, use an attached sheet. 37 YES NO **DON'T** N/A 1. TITLE 38 **KNOW** A. Do you have legal authority to sell the property? If no, please explain. 39 40 *B. Is title to the property subject to any of the following? (1) First right of refusal 41 ď (2) Option 42 Ø 43 (3) Lease or rental agreement 44 (4) Life estate? ď *C. Are there any encroachments, boundary agreements, or boundary disputes?□ 45 4 46 *D. Is there a private road or easement agreement for access to the property?...... *E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of 47 M the property? 48 4 49 *G. Is there any study, survey project, or notice that would adversely affect the property?□ 50 Are there any pending or existing assessments against the property? 51

SELLER'S INITIALS

05/14/2020

Date

 $\mathcal{B}\mathcal{B}$

SELLER'S INITIALS

 \mathcal{IRR}

Date

05/14/2020

Form 17 Seller Disclosure Statement Rev. 7/19 Page 2 of 6

SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

©Copyright 2019 Northwest Multiple Listing Service ALL RIGHTS RESERVED

(Continued)

aye i			YES	NO	DON'T KNOW	N/A	52 53
	*I.	Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling?		Ø			54 55
	*J.	Is there a boundary survey for the property?			ď		56
	*K.	Are there any covenants, conditions, or restrictions recorded against the property?		ď			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.					58 59 60 61
2.	WA	TER					62
	A.	Household Water					63
		(1) The source of water for the property is: ✓ Private or publicly owned water system Other water system					64 65
		*If shared, are there any written agreements?	□			Ø	66
		*(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?			ď		67 68
		*(3) Are there any problems or repairs needed?	ロ	ď			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?		4			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?	. 🗖	4			74 75
		(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?				ď	76
		*(b) If yes, has all or any portion of the water right not been used for five or more successive years'	? 🔲			ď	77
		* (7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?		ď			78
	В.	Irrigation Water					79
		(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim?		ď			80 81
		*(a) If yes, has all or any portion of the water right not been used for five or more successive years?	П			В	82 83
		*(b) If so, is the certificate available? (If yes, please attach a copy.)				₫	84
		*(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? .				4	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:	ロ	ď			86 87 88
	C.	Outdoor Sprinkler System					89
		(1) Is there an outdoor sprinkler system for the property?	≰				90
		*(2) If yes, are there any defects in the system?					91
		*(3) If yes, is the sprinkler system connected to irrigation water?	🗖		L		92
3.	SE\	WER/ON-SITE SEWAGE SYSTEM					93
		The property is served by:					94
		✓ Public sewer system✓ On-site sewage system (including pipes, tanks, drainfields, and all other of Other disposal system	ompo	nent p	arts)		95 96
		Please describe:					97

 \mathcal{BB} SELLER'S INITIALS [FRB

Date

Form 17 Seller Disclosure Statement Rev. 7/19 Page 3 of 6

SELLER'S INITIALS

SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

©Copyright 2019 Northwest Multiple Listing Service ALL RIGHTS RESERVED

(Continued)

9000.	(COMMISSA)	YES	NO	DON'T	N/A	98
B.	If public sewer system service is available to the property, is the house connected to the sewer main?	_	<u> </u>	KNOW		99 100
	If no, please explain:					101
*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?	□	4			102 103
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?	⊔			Ø	106
	(2) When was it last pumped?* (3) Are there any defects in the operation of the on-site sewage system?	П			Ħ	107 108
	(4) When was it last inspected?		_	_	4	109
	By whom:					110
	(5) For how many bedrooms was the on-site sewage system approved? bedrooms				4	111
E.	Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site					112
	sewage system?	₫				113
	If no, please explain:		_	_		114
	Have there been any changes or repairs to the on-site sewage system?	⊔			4	115
G.	Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property?	П			M	116 117
	If no, please explain:	_	_	_	_	118
*H	Does the on-site sewage system require monitoring and maintenance services more frequently					119
	than once a year?	□			ď	120
NOTIO	E JE TUJO DEGIDENTIAL DEAL DRODERTY DIGGLOGUES JO DEINO COMPLETED FOR	N.III.	00110	TDUOT		121
WHICH	E: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE IS BEING COMPLETED FOR I HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUEST CTURAL) OR ITEM 5 (SYSTEMS AND FIXTURES).					122 123
•	RUCTURAL					124
	Has the roof leaked within the last 5 years?		4			125
	Has the basement flooded or leaked?				4	126
	Have there been any conversions, additions or remodeling?		_	_	_	127
0.	*(1) If yes, were all building permits obtained?			_	4	128
	*(2) If yes, were all final inspections obtained?					129
D.	Do you know the age of the house?					130
	If yes, year of original construction: 2007					131
*E.	Has there been any settling, slippage, or sliding of the property or its improvements?	□	\(\delta\)			132
*F.	Are there any defects with the following: (If yes, please check applicable items and explain)	□	⊌			133
	☐ Foundations ☐ Decks ☐ Exterior Walls					134
	☐ Chimneys ☐ Interior Walls ☐ Fire Alarms					135
	☐ Doors ☐ Windows ☐ Patio ☐ Ceilings ☐ Slab Floors ☐ Driveways					136 137
	☐ Pools ☐ Hot Tub ☐ Sauna					138
	☐ Sidewalks ☐ Outbuildings ☐ Fireplaces					139 140
	☐ Garage Floors☐ Walkways☐ Siding☐ Wood Stoves☐ Elevators☐ Incline Elevators					140
	☐ Stairway Chair Lifts ☐ Wheelchair Lifts ☐ Other					142
*G.	Was a structural pest or "whole house" inspection done?			⊌		143
	If yes, when and by whom was the inspection completed?			_		144
						145
Н.	During your ownership, has the property had any wood destroying organism or pest infestation?	□	≤			146
I.	Is the attic insulated?	□	ď			147
<u>J.</u>	Is the basement insulated?	□			4	148
	05/44/2020					
เรมร	05/14/2020 05/14/2020					
ELLER'S	SINITIALS Date SELLER'S INITIALS Date					

Form 17 Seller Disclosure Statement Rev. 7/19 Page 4 of 6

SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

©Copyright 2019 Northwest Multiple Listing Service ALL RIGHTS RESERVED

(Continued)

5.	SYS	STEMS AND FIXTURES	YES	NO	DON'T KNOW	N/A	149 150
	*A.	If any of the following systems or fixtures are included with the transfer, are there any defects?					151
6. 7.		If yes, please explain:					152
		Electrical system, including wiring, switches, outlets, and service		4			153
		Plumbing system, including pipes, faucets, fixtures, and toilets		d A			154 155
		Garbage disposal		Y	ā		156
		Appliances		4			157
		Sump pump Heating and cooling systems		d d			158 159
		Security system: Owned Leased		4	ā		160
		Other		4			161
	*B.	If any of the following fixtures or property is included with the transfer, are they leased? (If yes, please attach copy of lease.)					162 163
		Security System:					164
		Tanks (type):		¥			165
		Satellite dish: Other:		V V			166 167
	*C	Are any of the following kinds of wood burning appliances present at the property?	•	•	_	_	168
	О.	(1) Woodstove?		ď			169
		(2) Fireplace insert?		Y			170
		(3) Pellet stove? (4) Fireplace?		V V			171 172
		If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental			_	_	173
	D	Protection Agency as clean burning appliances to improve air quality and public health?				ď	174 175
		resources fire protection zone that provides fire protection services?	y				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.)					177 178
	F.	Is the property equipped with smoke detection devices?					179 180 181
6.		MEOWNERS' ASSOCIATION/COMMON INTERESTS					182
	A.	Is there a Homeowners' Association?		4			183
		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:					184 185 186
	В.	Are there regular periodic assessments?		Ø			187
		\$per □ month □ year					188
		□ Other:					189
	*C.	Are there any pending special assessments?		Ø			190
	*D.	Are there any shared "common areas" or any joint maintenance agreements (facilities					191
		such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas					192
		co-owned in undivided interest with others)?					193
7.		/IRONMENTAL					194
	*A.	Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?	ロ	₽			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?		₽			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					201 202
	-1-	storage tanks, or contaminated soil or water?		?			203
		Has the property been used for commercial or industrial purposes?					204
BI	ß	05/14/2020 05/14/2020					
EI	I ED'S	SINITIALS Date SELLER'S INITIALS Date					

Form 17 Seller Disclosure Statement Rev. 7/19 Page 5 of 6

SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

©Copyright 2019 Northwest Multiple Listing Service ALL RIGHTS RESERVED

(Continued)

Ü				,	,	YES	NO	DON'T KNOW	N/A	2
	*G.	ls tl	here any soil or groundwater	contamination?		□				2
	*H.	Are	there transmission poles or o	other electrical utility equi	ipment installed, maintained, or					2
		bur	ied on the property that do no	ot provide utility service to	the structures on the property?	□				2
	*1.	Has	s the property been used as a	a legal or illegal dumping	site?	□	ď			2
	*J.	Has	s the property been used as a	an illegal drug manufactu	ring site?	□	ď			2
	*K.	Are	there any radio towers in the a	area that cause interferenc	e with cellular telephone reception?	□				2
8.	B. LEAD BASED PAINT (Applicable if the house was built before 1978).									2
	A.	Pre	esence of lead-based paint an	id/or lead-based paint ha	zards (check one below):					2
			Known lead-based paint and (explain).	•	zards are present in the housing					2
		ď	Seller has no knowledge of	lead-based paint and/or I	ead-based paint hazards in the housi	ng.				2
	В.	Red	cords and reports available to	the Seller (check one be	elow):					2
					ecords and reports pertaining to the housing (list documents below).					2
										2
		ď	Seller has no reports or recor	ds pertaining to lead-base	d paint and/or lead-based paint hazard	s in the h	nousin	g.		2
9.	MA	NUF	FACTURED AND MOBILE H	OMES						2
	If th	e pr	operty includes a manufacture	ed or mobile home,						2
	*A.	Did	you make any alterations to	the home?		□			Ø	2
		-	es, please describe the altera							2
					e?				Ø	2
	*C.	If a	Iterations were made, were p	ermits or variances for th	ese alterations obtained?	□			Ø	2
10.	FUI	L D	ISCLOSURE BY SELLERS							2
	A.		ner conditions or defects:							2
			e there any other existing ma ver should know about?		e property that a prospective	□				2
	B.	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.								
		$\int \mathcal{G}$	Brandon Banks 🔽	05/14/2020	Talitha Banks		05/	14/2020		2
		معا	우4/2020 12:38:00 PM PDT	Date	Seller 5/14/2020 12:51:54 PM PDT			Dat	e	-

If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line 240 number(s) of the question(s).

Form 17 Seller Disclosure Statement Rev. 7/19 Page 6 of 6

SELLER'S INITIALS

Date

SELLER'S INITIALS

Date

SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

©Copyright 2019
Northwest Multiple Listing Service
ALL RIGHTS RESERVED

(Continued)

II. NOTICES TO THE BUYER 255 1. SEX OFFENDER REGISTRATION 256 INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT 257 AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT 258 AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS. 259 2. PROXIMITY TO FARMING/WORKING FOREST 260 THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN 261 CLOSE PROXIMITY TO A FARM OR WORKING FOREST. THE OPERATION OF A FARM OR WORKING FOREST 262 INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES OR FOREST PRACTICES, WHICH ARE PROTECTED 263 UNDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT. 264 265 3. OIL TANK INSURANCE 266 THIS NOTICE IS TO INFORM YOU THAT IF THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE UTILIZES 267 AN OIL TANK FOR HEATING PURPOSES, NO COST INSURANCE MAY BE AVAILABLE FROM THE POLLUTION LIABILITY 268 INSURANCE AGENCY. 269 III. BUYER'S ACKNOWLEDGEMENT 1. BUYER HEREBY ACKNOWLEDGES THAT: 270 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 271 utilizing diligent attention and observation. 272 The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and 273 not by any real estate licensee or other party. 274 275 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. 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 Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has 278 received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s). 279 If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet Protect Your Family From Lead in Your Home. 280 DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S 281 282 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 283 SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY 284 DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU 285 MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT. 286 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES 287 THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE 288 LICENSEE OR OTHER PARTY. 289 290 Buyer Date Buyer Date 291 2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER 292 Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and 293 waives Buyer's right to revoke Buyer's offer based on this disclosure. 294 295 Buyer Date Buyer Date 296 3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT 297 Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. 298 However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive 299 the receipt of the "Environmental" section of the Seller Disclosure Statement. 300 301 Date Buye Buve Date 302 05/14/2020 05/14/2020 TRB