

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

SELLER: Bryan L. Clifton Shirley A. Clifton 1
Seller 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. 4

INSTRUCTIONS TO THE SELLER 5

Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property check 6
"NA." If the answer is "yes" to any asterisked (*) item(s), please explain on attached sheets. Please refer to the line number(s) of 7
the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure 8
statement and each attachment. Delivery of the disclosure statement must occur not later than five (5) business days, unless 9
otherwise agreed, after mutual acceptance of a written purchase and sale agreement between Buyer and Seller. 10

NOTICE TO THE BUYER 11

THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT 12
13927 SE 22nd St, CITY Bellevue 13
STATE WA, ZIP 98005, COUNTY King ("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

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
ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER. 25

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
THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE 30
PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY 31
ADVICE, INSPECTION, DEFECTS OR WARRANTIES. 32

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
otherwise publicly recorded. If necessary, use an attached sheet. 36

	YES	NO	DONT KNOW	NA	
1. TITLE					37
A. Do you have legal authority to sell the property? If no, please explain.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	39
*B. Is title to the property subject to any of the following? 40					
(1) First right of refusal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	41
(2) Option	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	42
(3) Lease or rental agreement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	43
(4) Life estate?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	44
*C. Are there any encroachments, boundary agreements, or boundary disputes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	45
*D. Is there a private road or easement agreement for access to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	46
*E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of 47 the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	48
*F. Are there any written agreements for joint maintenance of an easement or right-of-way?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	49
*G. Is there any study, survey project, or notice that would adversely affect the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	50
*H. Are there any pending or existing assessments against the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	51

* BC by CL POA 4-13-16
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SA by CL 4-13-16
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(Continued)

- | | YES | NO | DONT KNOW | N/A | |
|---|-------------------------------------|-------------------------------------|--------------------------|--------------------------|----|
| *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 checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 52 |
| | | | | | 53 |
| *J. Is there a boundary survey for the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 54 |
| | | | | | 55 |
| *K. Are there any covenants, conditions, or restrictions recorded against the property? <i>see title report</i> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 56 |
| | | | | | 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 |
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| | | | | | 61 |

2. WATER

A. Household Water

- | | | | | | |
|--|-------------------------------------|-------------------------------------|--------------------------|-------------------------------------|----|
| (1) The source of water for the property is: <input checked="" type="checkbox"/> Private or publicly owned water system | | | | | 62 |
| <input type="checkbox"/> Private well serving only the subject property * <input type="checkbox"/> Other water system | | | | | 63 |
| *If shared, are there any written agreements? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 64 |
| | | | | | 65 |
| *(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 66 |
| | | | | | 67 |
| *(3) Are there any problems or repairs needed? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 68 |
| | | | | | 69 |
| (4) During your ownership, has the source provided an adequate year-round supply of potable water? <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 70 |
| If no, please explain: _____ | | | | | 71 |
| *(5) Are there any water treatment systems for the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 72 |
| If yes, are they: <input type="checkbox"/> Leased <input type="checkbox"/> Owned | | | | | 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? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 74 |
| | | | | | 75 |
| (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 checked="" type="checkbox"/> | 76 |
| *(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 checked="" type="checkbox"/> | 77 |
| *(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 78 |

B. Irrigation Water

- | | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|----|
| (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 checked="" type="checkbox"/> | 79 |
| | | | | | 80 |
| *(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 checked="" type="checkbox"/> | 81 |
| | | | | | 82 |
| *(b) If so, is the certificate available? (If yes, please attach a copy.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 83 |
| | | | | | 84 |
| *(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 checked="" type="checkbox"/> | 85 |
| *(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 checked="" type="checkbox"/> | 86 |
| If so, please identify the entity that supplies water to the property: | | | | | 87 |
| _____ | | | | | 88 |

C. Outdoor Sprinkler System

- | | | | | | |
|---|-------------------------------------|-------------------------------------|--------------------------|--------------------------|----|
| (1) Is there an outdoor sprinkler system for the property? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 89 |
| | | | | | 90 |
| *(2) If yes, are there any defects in the system? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 91 |
| | | | | | 92 |
| *(3) If yes, is the sprinkler system connected to irrigation water? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 93 |

3. SEWER/ON-SITE SEWAGE SYSTEM

A. The property is served by:

- | | | | | | |
|---|--|--|--|--|----|
| <input checked="" type="checkbox"/> Public sewer system <input type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts) | | | | | 94 |
| <input type="checkbox"/> Other disposal system | | | | | 95 |
| Please describe: _____ | | | | | 96 |
| | | | | | 97 |

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	YES	NO	DON'T KNOW	N/A	98
B. If public sewer system service is available to the property, is the house connected to the sewer main?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	99
If no, please explain: _____					100
					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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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 department or district following its construction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	105
(2) When was it last pumped? _____					106
*(3) Are there any defects in the operation of the on-site sewage system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	107
(4) When was it last inspected? _____					108
By whom: _____					109
(5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms				<input checked="" type="checkbox"/>	110
E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	112
If no, please explain: _____					113
					114
*F. Have there been any changes or repairs to the on-site sewage system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	115
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 checked="" type="checkbox"/>	116
If no, please explain: _____					117
					118
*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 checked="" type="checkbox"/>	119
					120

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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	124
*B. Has the basement flooded or leaked?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	125
*C. Have there been any conversions, additions or remodeling? <i>extended garage 2-3 feet</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	126
*(1) If yes, were all building permits obtained?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	127
*(2) If yes, were all final inspections obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	128
D. Do you know the age of the house?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	129
If yes, year of original construction: <u>1966</u>					130
					131
*E. Has there been any settling, slippage, or sliding of the property or its improvements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	132
*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"/>	133
<input type="checkbox"/> Foundations	<input type="checkbox"/> Decks	<input type="checkbox"/> Exterior Walls			134
<input type="checkbox"/> Chimneys	<input type="checkbox"/> Interior Walls	<input type="checkbox"/> Fire Alarms			135
<input type="checkbox"/> Doors	<input type="checkbox"/> Windows	<input type="checkbox"/> Patio			136
<input checked="" type="checkbox"/> Ceilings	<input type="checkbox"/> Slab Floors	<input type="checkbox"/> Driveways			137
<input type="checkbox"/> Pools	<input type="checkbox"/> Hot Tub	<input type="checkbox"/> Sauna			138
<input type="checkbox"/> Sidewalks	<input type="checkbox"/> Outbuildings	<input type="checkbox"/> Fireplaces			139
<input type="checkbox"/> Garage Floors	<input type="checkbox"/> Walkways	<input type="checkbox"/> Siding			140
<input type="checkbox"/> Wood Stoves	<input type="checkbox"/> Elevators	<input type="checkbox"/> Incline Elevators			141
<input type="checkbox"/> Stairway Chair Lifts	<input type="checkbox"/> Wheelchair Lifts	<input type="checkbox"/> Other _____			142
*G. Was a structural pest or "whole house" inspection done?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	143
If yes, when and by whom was the inspection completed? <u>April 2016 Clark Inspection Services</u>					144
H. During your ownership, has the property had any wood destroying organism or pest infestation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	145
I. Is the attic insulated?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	146
J. Is the basement insulated?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	147

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5. SYSTEMS AND FIXTURES

YES NO DONT N/A 148
 KNOW 149

*A. If any of the following systems or fixtures are included with the transfer, are there any defects? 150

If yes, please explain: _____ 151

- Electrical system, including wiring, switches, outlets, and service 152
- Plumbing system, including pipes, faucets, fixtures, and toilets 153
- Hot water tank 154
- Garbage disposal 155
- Appliances..... Dishwasher Broken 156
- Sump pump 157
- Heating and cooling systems 158
- Security system: Owned Leased..... 159
- Other _____ 160

*B. If any of the following fixtures or property is included with the transfer, are they leased? 161
 (If yes, please attach copy of lease.) 162

- Security System: _____ 163
- Tanks (type): water heater 164
- Satellite dish: _____ 165
- Other: _____ 166

*C. Are any of the following kinds of wood burning appliances present at the property? 167

- (1) Woodstove? 168
- (2) Fireplace insert? 169
- (3) Pellet stove? 170
- (4) Fireplace? 171

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? 172
 173

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? 174
 175

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.) 176
 177

F. Is the property equipped with smoke alarms? 178

6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS 179

A. Is there a Homeowners' Association? 180
 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: _____ 181
 182
 183

* B. Are there regular periodic assessments? 184
 \$ _____ per month year 185
 Other: _____ 186

* C. Are there any pending special assessments? 187

*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)? see title report 188
 189
 190

7. ENVIRONMENTAL 191

*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property? 192
 193

*B. Does any part of the property contain fill dirt, waste, or other fill material? 194

*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides? 195
 196

D. Are there any shorelines, wetlands, floodplains, or critical areas on the property? 197

*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? 198
 199
 200

*F. Has the property been used for commercial or industrial purposes? 201

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YES NO DON'T KNOW N/A 202

- *G. Is there any soil or groundwater contamination? 203
- *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?..... 205
- *I. Has the property been used as a legal or illegal dumping site? 206
- *J. Has the property been used as an illegal drug manufacturing site? 207
- *K. Are there any radio towers in the area that cause interference with cellular telephone reception?..... 208

8. LEAD BASED PAINT (Applicable if the house was built before 1978). 210

- A. Presence of lead-based paint and/or lead-based paint hazards (check one below): 211
 - Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). _____ 212
 - Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. 213
- B. Records and reports available to the Seller (check one below): 215
 - 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). 216
 - _____ 217
 - Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. 218

9. MANUFACTURED AND MOBILE HOMES 220

- If the property includes a manufactured or mobile home, 221
- *A. Did you make any alterations to the home? 222
 If yes, please describe the alterations: _____ 223
 - *B. Did any previous owner make any alterations to the home? 224
 - *C. If alterations were made, were permits or variances for these alterations obtained? 225

10. FULL DISCLOSURE BY SELLERS 226

- A. Other conditions or defects: 227
 - *Are there any other existing material defects affecting the property that a prospective buyer should know about?..... 228
- B. Verification 230

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. 231-234

Bryan Clifton by Cheryl Lender ^{POA} *4-13-16* *Shirley Clifton by Cheryl Lender* ^{POA} _____
 Seller Date Seller Date
 4-13-16

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). 237-238

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II. NOTICES TO THE BUYER

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.

2. PROXIMITY TO FARMING

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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. THE OPERATION OF A FARM INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES, WHICH ARE PROTECTED UNDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT.

III. BUYER'S ACKNOWLEDGEMENT

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1. BUYER HEREBY ACKNOWLEDGES THAT:

262

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.

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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.

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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.

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D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.

269

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).

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

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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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281

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Buyer Date Buyer Date

283

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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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287

Buyer Date 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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293

Buyer Date Buyer Date

294

295

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