

SELLER DISCLOSURE STATEMENT †
IMPROVED PROPERTY

SELLER: Mietzner Homes, Inc.

† To be used in transfers of improved residential real property, including multi-family dwellings up to four units, new construction, condominiums not subject to a public offering statement, certain timeshares, and manufactured and mobile homes. See RCW Chapter 64.06 and Section 43.22.432 for further explanations.

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 write "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 Lot # Benjamin's Short Plat recorded under Auditor's File Number 200604115254, Sno. Co., WA

CITY Lynnwood, COUNTY Snohomish ("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

- A. Do you have legal authority to sell the property? If not, please explain.
- *B. Is title to the property subject to any of the following?
 - (1) First right of refusal
 - (2) Option
 - (3) Lease or rental agreement
 - (4) Life estate
- *C. Are there any encroachments, boundary agreements, or boundary disputes?
- *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 Buyer's use of the property?
- *F. Are there any written agreements for joint maintenance of an easement or right-of-way?
- *G. Is there any study, survey project, or notice that would adversely affect the property?
- *H. Are there any pending or existing assessments against the property?
- *I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling?
- *J. Is there a boundary survey for the property?
- *K. Are there any covenants, conditions, or restrictions which affect the property?

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.

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2. WATER

YES NO DON'T KNOW 58
59

A. Household Water

- (1) The source of water for the property is: Private or publicly owned water system 60
 Private well serving only the subject property * Other water system 61
*If shared, are there any written agreements? 62
*(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance 63
of the water source? 64
*(3) Are there any known problems or repairs needed? 65
(4) During your ownership, has the source provided an adequate year-round supply of potable water? 66
If no, please explain: _____ 67
*(5) Are there any water treatment systems for the property? 68
If yes, are they: Leased Owned 69
*(6) Are there any water rights for the property, associated with its domestic water supply, such as a 70
water right permit, certificate, or claim? 71
(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? 72
(b) If yes, has all or any portion of the water right not been used for five or more successive years? 73
If yes, please explain: _____ 74

B. Irrigation

- (1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? 75
76
*(a) If yes, has all or any portion of the water right not been used for five or more successive years? 77
*(b) If so, is the certificate available? (If yes, please attach a copy.) 78
(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? 79
If so, please explain: _____ 80
(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? 81
If so, please identify the entity that supplies water to the property: _____ 82
_____ 83

C. Outdoor Sprinkler System

- (1) Is there an outdoor sprinkler system for the property? 84
85
(2) If yes, are there any defects in the system? _____ 86
*(3) If yes, is the sprinkler system connected to irrigation water? 87

3. SEWER/ON-SITE SEWAGE SYSTEM

A. The property is served by:

- Public sewer system On-site sewage system (including pipes, tanks, drainfields, and all other component parts) 88
89
 Other disposal system 90
91

Please describe: Alderwood Water & Wastewater District 92

- B. If public sewer system service is available to the property, is the house 93
connected to the sewer main? 94
If no, please explain: _____ 95

- C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly 96
billed sewer or on-site sewage system maintenance service? 97

D. If the property is connected to an on-site sewage system:

- 98
*(1) Was a permit issued for its construction, and was it approved by the local health department or 99
district following its construction? 100
(2) When was it last pumped? _____ 101
*(3) Are there any defects in the operation of the on-site sewage system? 102
(4) When was it last inspected? _____ 103
By whom: _____ 104
(5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms 105

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	YES	NO	DON'T KNOW	
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"/>	107
If no, please explain: _____				108
*F. Have there been any changes or repairs to the on-site sewage system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	109
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"/>	110
If no, please explain: _____				111
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"/>	112
If yes, please explain: _____				113

NOTICE: IF THIS SELLER DISCLOSURE STATEMENT 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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	121
*B. Has the basement flooded or leaked?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	122
*C. Have there been any conversions, additions or remodeling?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	123
*(1) If yes, were all building permits obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	124
*(2) If yes, were all final inspections obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	125
D. Do you know the age of the house?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	126
If yes, year of original construction: _____				127
*E. Has there been any settling, slippage, or sliding of the property or its improvements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	128
*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"/>	129
<input type="checkbox"/> Foundations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	130
<input type="checkbox"/> Decks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	131
<input type="checkbox"/> Chimneys	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	132
<input type="checkbox"/> Interior Walls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	133
<input type="checkbox"/> Doors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	134
<input type="checkbox"/> Windows	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	135
<input type="checkbox"/> Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	136
<input type="checkbox"/> Slab Floors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	137
<input type="checkbox"/> Pools	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	138
<input type="checkbox"/> Hot Tub	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	139
<input type="checkbox"/> Sidewalks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	140
<input type="checkbox"/> Outbuildings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	141
<input type="checkbox"/> Garage Floors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	142
<input type="checkbox"/> Walkways	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	143
<input type="checkbox"/> Siding	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	144
<input type="checkbox"/> Other _____				145
*G. Was a structural pest or "whole house" inspection done?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	146
If yes, when and by whom was the inspection completed?				147
_____				148
H. During your ownership, has the property had any wood destroying organisms or pest infestations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	149
I. Is the attic insulated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	150
J. Is the basement insulated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	151

5. SYSTEMS AND FIXTURES

*A. If any of the following systems or fixtures are included with the transfer, are there any defects?				152
If yes, please explain: _____				153
Electrical system, including wiring, switches, outlets, and service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	154
Plumbing system, including pipes, faucets, fixtures, and toilets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	155
Hot water tank	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	156
Garbage disposal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	157
Appliances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	158
Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	159
Heating and cooling systems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	160
Security system <input type="checkbox"/> Leased <input type="checkbox"/> Owned	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	161
Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	162

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	YES	NO	DON'T KNOW	
*B. If any of the following fixtures or property is included with the transfer, are they leased? (If yes, please attach copy of lease.)				158
Security System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	160
Tanks (type): _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	161
Satellite dish	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	162
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	163
6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS				164
A. Is there a homeowners' association?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	165
Name of association <u>To be determined</u>				166
B. Are there regular periodic assessments?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	167
<u>\$200.00</u> per <input type="checkbox"/> month <input checked="" type="checkbox"/> year				168
<input type="checkbox"/> Other _____				169
*C. Are there any pending special assessments?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	170
*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)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	171
				172
7. ENVIRONMENTAL				173
*A. Have there been any drainage problems on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	174
*B. Does the property contain fill material?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	175
*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	176
D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	177
*E. Are there any substances, materials, or products 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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	178
*F. Has the property been used for commercial or industrial purposes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	179
*G. Is there any soil or groundwater contamination?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	180
*H. Are there transmission poles, transformers, or other utility equipment installed, maintained, or buried on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	181
*I. Has the property been used as a legal or illegal dumping site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	182
*J. Has the property ever been used as an illegal drug manufacturing site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	183
*K. Are there any radio towers in the area that may cause interference with telephone reception?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	184
				185
				186
8. LEAD BASED PAINT (Applicable if the house was built before 1978.)				187
A. Presence of lead-based paint and/or lead-based paint hazards (check one below):				188
<input type="checkbox"/> Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). _____				189
<input type="checkbox"/> Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.				190
B. Records and reports available to the Seller (check one below):				191
<input type="checkbox"/> 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). _____				192
<input type="checkbox"/> Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.				193
				194
				195
				196
9. MANUFACTURED AND MOBILE HOMES				197
If the property includes a manufactured or mobile home,				198
*A. Did you make any alterations to the home?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	199
If yes, please describe the alterations: _____				200
*B. Did any previous owner make any alterations to the home?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	201
If yes, please describe the alterations: _____				202
*C. If alterations were made, were permits or variances for these alterations obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	203
10. FULL DISCLOSURE BY SELLERS				204
A. Other conditions or defects:				205
*Are there any other existing material defects affecting the property that a prospective buyer should know about?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	206
				207
SELLER'S INITIAL: _____ DATE: _____				208
SELLER'S INITIAL: _____ DATE: _____				

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B. Verification

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.

Date: _____ Date: _____
Seller _____ Seller _____

NOTICES TO THE BUYER

SEX OFFENDER REGISTRATION

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.

PROXIMITY TO FARMING

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.

II. BUYER'S ACKNOWLEDGEMENT

Buyer hereby acknowledges that:

- 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.
- 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.
- 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.
- D. This information is for disclosure only and is not intended to be a part of the written agreement between Buyer and Seller.
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).
- F. If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet *Protect Your Family From Lead in Your Home*.

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.

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.

DATE: _____ DATE: _____
BUYER: _____ BUYER: _____

BUYER'S WAIVER OF RIGHT TO REVOKE OFFER

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.

DATE: _____ DATE: _____
BUYER: _____ BUYER: _____

BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT

Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive the receipt of the "Environmental" section of the Seller Disclosure Statement.

DATE: _____ DATE: _____
BUYER: _____ BUYER: _____

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).

SELLER'S INITIAL: _____ DATE: _____ SELLER'S INITIAL: _____ DATE: _____