

**SELLER DISCLOSURE STATEMENT  
 IMPROVED PROPERTY**

**SELLER:** Theresa R Martin

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 1704 W Briar Ln, CITY Spokane

STATE WA, ZIP 99208, COUNTY Spokane ("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.

	YES	NO	DON'T KNOW	N/A
<b>1. TITLE</b>				
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"/>
*B. Is title to the property subject to any of the following?				
(1) First right of refusal .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) Option .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3) Lease or rental agreement .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4) Life estate? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*C. Are there any encroachments, boundary agreements, or boundary disputes? .....	<input type="checkbox"/>	<input checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>
*H. Are there any pending or existing assessments against the property? .....	<input type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>

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YES NO DON'T KNOW N/A

- \*J. Is there a boundary survey for the property? .....  YES  NO  DON'T KNOW  N/A 54
- \*K. Are there any covenants, conditions, or restrictions recorded against the property? .....  YES  NO  DON'T KNOW  N/A 55

**NOTICE TO BUYER:** 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  
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**2. WATER** 63

**A. Household Water** 64

- (1) The source of water for the property is:  Private or publicly owned water system 65  
 Private well serving only the subject property \* Other water system 66  
 \*If shared, are there any written agreements? .....  YES  NO  DON'T KNOW  N/A 67
- \*(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source? .....  YES  NO  DON'T KNOW  N/A 68
- \*(3) Are there any problems or repairs needed? .....  YES  NO  DON'T KNOW  N/A 69
- (4) During your ownership, has the source provided an adequate year-round supply of potable water?  YES  NO  DON'T KNOW  N/A 70  
 If no, please explain: \_\_\_\_\_ 71
- \*(5) Are there any water treatment systems for the property? .....  YES  NO  DON'T KNOW  N/A 72  
 If yes, are they:  Leased  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? .....  YES  NO  DON'T KNOW  N/A 74  
 (a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?  YES  NO  DON'T KNOW  N/A 75  
 \*(b) If yes, has all or any portion of the water right not been used for five or more successive years?  YES  NO  DON'T KNOW  N/A 76
- \*(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)? .....  YES  NO  DON'T KNOW  N/A 77

**B. Irrigation Water** 80

- (1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? .....  YES  NO  DON'T KNOW  N/A 81
- \*(a) If yes, has all or any portion of the water right not been used for five or more successive years? .....  YES  NO  DON'T KNOW  N/A 82
- \*(b) If so, is the certificate available? (If yes, please attach a copy.) .....  YES  NO  DON'T KNOW  N/A 83
- \*(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? ...  YES  NO  DON'T KNOW  N/A 84
- \*(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? .....  YES  NO  DON'T KNOW  N/A 85  
 If so, please identify the entity that supplies water to the property: \_\_\_\_\_ 86  
 \_\_\_\_\_ 87  
 \_\_\_\_\_ 88  
 \_\_\_\_\_ 89

**C. Outdoor Sprinkler System** 90

- (1) Is there an outdoor sprinkler system for the property? .....  YES  NO  DON'T KNOW  N/A 91
- \*(2) If yes, are there any defects in the system? .....  YES  NO  DON'T KNOW  N/A 92
- \*(3) If yes, is the sprinkler system connected to irrigation water? .....  YES  NO  DON'T KNOW  N/A 93

**3. SEWER/ON-SITE SEWAGE SYSTEM** 94

**A. The property is served by:** 95

- Public sewer system  On-site sewage system (including pipes, tanks, drainfields, and all other component parts) 96
- Other disposal system 97
- Please describe: \_\_\_\_\_ 98

**B. If public sewer system service is available to the property, is the house connected to the sewer main?** 99

- .....  YES  NO  DON'T KNOW  N/A 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 checked="" 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 checked="" 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 checked="" type="checkbox"/>	109
(4) When was it last inspected? _____				<input checked="" type="checkbox"/>	110
By whom: _____					111
(5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms			<input type="checkbox"/>	<input checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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). 122  
123  
124

**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"/>	125 126
*B. Has the basement flooded or leaked? .....	<input type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	128
*(1) If yes, were all building permits obtained? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	129
*(2) If yes, were all final inspections obtained? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	130
D. Do you know the age of the house? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	131
If yes, year of original construction: <u>2005</u>					132
*E. Has there been any settling, slippage, or sliding of the property or its improvements? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	133
*F. Are there any defects with the following: (If yes, please check applicable items and explain) .....	<input checked="" 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 checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	144
If yes, when and by whom was the inspection completed? <u>2017</u>					145 146
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"/>	147
I. Is the attic insulated?.....	<input checked="" 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 checked="" type="checkbox"/>	149

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**5. SYSTEMS AND FIXTURES**

YES NO DON'T KNOW N/A 150

- \*A. If any of the following systems or fixtures are included with the transfer, are there any defects?  
 If yes, please explain: \_\_\_\_\_ 151
- Electrical system, including wiring, switches, outlets, and service .....     154
  - Plumbing system, including pipes, faucets, fixtures, and toilets .....     155
  - Hot water tank .....     156
  - Garbage disposal .....     157
  - Appliances .....     158
  - Sump pump .....     159
  - Heating and cooling systems .....     160
  - Security system:  Owned  Leased .....     161
  - Other: \_\_\_\_\_     162
- \*B. If any of the following fixtures or property is included with the transfer, are they leased?  
 (If yes, please attach copy of lease.) 163
- Security System: \_\_\_\_\_     164
  - Tanks (type): \_\_\_\_\_     165
  - Satellite dish: \_\_\_\_\_     166
  - Other: \_\_\_\_\_     167
- \*C. Are any of the following kinds of wood burning appliances present at the property? 169
- (1) Woodstove? .....     170
  - (2) Fireplace insert? .....     171
  - (3) Pellet stove? .....     172
  - (4) Fireplace? .....     173
- 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? .....     174

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? .....     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

F. Is the property equipped with smoke detection devices? .....     177

(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.) 178

G. Does the property currently have internet service? .....     179

Provider: Xfinity ..... 180

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

- A. Is there a Homeowners' Association? .....     181
- 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: \_\_\_\_\_ 182
- B. Are there regular periodic assessments? .....     183
- \$ 275.00 per  month  year 184
- Other: \_\_\_\_\_ 185
- \*C. Are there any pending special assessments? .....     186
- \*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)? .....     187

**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? .....     188
- \*B. Does any part of the property contain fill dirt, waste, or other fill material? .....     189
- \*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides? .....     190
- D. Are there any shorelines, wetlands, floodplains, or critical areas on the property? .....     191
- \*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? .....     192
- \*F. Has the property been used for commercial or industrial purposes? .....     193

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**II. NOTICES TO THE BUYER**

**1. 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.

**2. PROXIMITY TO FARMING/WORKING FOREST**

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.

**3. OIL TANK INSURANCE**

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.

**III. BUYER'S ACKNOWLEDGEMENT**

**1. 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 the 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.

Buyer

Date

Buyer

Date

**2. 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.

Buyer

Date

Buyer

Date

**3. 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.

Buyer

Date

Buyer

Date

*Anna Martin 4/3/24*

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