

SELLER: The Helen Lucille Living Trust

Seller

Seller

To be used in transfers of improved residential real property, including residential 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 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 13229 Frazier Place, CITY Seattle

STATE WA, ZIP 98117, COUNTY King ("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/ [X] 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.

Table with 4 columns: YES, NO, DON'T KNOW, N/A. Rows include 1. TITLE, A. Do you have legal authority to sell the property?, \*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 the 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?

Handwritten initials and date 9/16/2020

SELLER'S INITIALS Date

**SELLER DISCLOSURE STATEMENT  
 IMPROVED PROPERTY**

(Continued)

- |   | YES                      | NO                                  | DON'T KNOW               | N/A                      | 52 |
|---|--------------------------|-------------------------------------|--------------------------|--------------------------|----|
| *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"/> | 53 |
| *J. Is there a boundary survey for the property? .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 54 |
| *K. Are there any covenants, conditions, or restrictions recorded against the property? .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 55 |
| <b>PLEASE NOTE:</b> 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. |                          |                                     |                          |                          | 56 |
|   |                          |                                     |                          |                          | 57 |
|   |                          |                                     |                          |                          | 58 |
|   |                          |                                     |                          |                          | 59 |
|   |                          |                                     |                          |                          | 60 |
|   |                          |                                     |                          |                          | 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 |
| * (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"/>            | 65 |
| * (3) Are there any problems or repairs needed? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | 66 |
| (4) During your ownership, has the source provided an adequate year-round supply of potable water? .....  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>            | 67 |
| If no, please explain: _____  |                                     |                                     |                          |                                     | 68 |
| * (5) Are there any water treatment systems for the property? .....   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | 69 |
| If yes, are they: <input type="checkbox"/> Leased <input type="checkbox"/> Owned  |                                     |                                     |                          |                                     | 70 |
| * (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"/>            | 71 |
| (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"/> | 72 |
| * (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"/> | 73 |
| * (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"/>            | 74 |

**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 checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | 75 |
| * (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"/> | 76 |
| * (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"/> | 77 |
| * (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"/> | 78 |
| * (2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? .....     | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | 79 |
| If so, please identify the entity that supplies water to the property: _____   |                          |                                     |                          |                                     | 80 |

**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"/> | 81 |
| * (2) If yes, are there any defects in the system? .....                   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | 82 |
| * (3) If yes, is the sprinkler system connected to irrigation water? ..... | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 83 |

**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) |  |  |  |  | 84 |
| <input type="checkbox"/> Other disposal system  |  |  |  |  | 85 |
| Please describe: _____  |  |  |  |  | 86 |

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**SELLER DISCLOSURE STATEMENT  
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	YES	NO	DONT 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
D. If the property is connected to an on-site sewage system:					103
*(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"/>	104
(2) When was it last pumped? _____					105
*(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"/>	106
(4) When was it last inspected? _____				<input checked="" type="checkbox"/>	107
By whom: _____					108
(5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms			<input type="checkbox"/>	<input checked="" type="checkbox"/>	109
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"/>	110
If no, please explain: _____					111
*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"/>	112
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"/>	113
If no, please explain: _____					114
*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"/>	115

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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	121
*B. Has the basement flooded or leaked? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	122
*C. Have there been any conversions, additions or remodeling? .....	<input checked="" type="checkbox"/>	<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 checked="" type="checkbox"/>	<input type="checkbox"/>	124
*(2) If yes, were all final inspections obtained? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	125
D. Do you know the age of the house? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	126
If yes, year of original construction: <u>1927</u>					127
*E. Has there been any settling, slippage, or sliding of the property or its improvements? .....	<input checked="" type="checkbox"/>	<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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	129
<input checked="" type="checkbox"/> Foundations	<input checked="" type="checkbox"/> Decks	<input type="checkbox"/> Exterior Walls			130
<input checked="" type="checkbox"/> Chimneys	<input type="checkbox"/> Interior Walls	<input type="checkbox"/> Fire Alarms			131
<input checked="" type="checkbox"/> Doors	<input checked="" type="checkbox"/> Windows	<input checked="" type="checkbox"/> Patio			132
<input type="checkbox"/> Ceilings	<input type="checkbox"/> Slab Floors	<input checked="" type="checkbox"/> Driveways			133
<input type="checkbox"/> Pools	<input type="checkbox"/> Hot Tub	<input type="checkbox"/> Sauna			134
<input type="checkbox"/> Sidewalks	<input type="checkbox"/> Outbuildings	<input checked="" type="checkbox"/> Fireplaces			135
<input checked="" type="checkbox"/> Garage Floors	<input type="checkbox"/> Walkways	<input checked="" type="checkbox"/> Siding			136
<input checked="" type="checkbox"/> Wood Stoves	<input type="checkbox"/> Elevators	<input type="checkbox"/> Incline Elevators			137
<input type="checkbox"/> Stairway Chair Lifts	<input type="checkbox"/> Wheelchair Lifts	<input type="checkbox"/> Other _____			138
*G. Was a structural pest or "whole house" inspection done? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	139
If yes, when and by whom was the inspection completed? <u>V.I. INSPECTIONS 20200911</u>					140
H. During your ownership, has the property had any wood destroying organism or pest infestation? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	141
I. Is the attic insulated? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	142
J. Is the basement insulated? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	143

SELLER'S INITIALS

Date

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Date

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**SELLER DISCLOSURE STATEMENT  
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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

PC 9/16/2020  
SELLER'S INITIALS Date

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