

**SELLER DISCLOSURE STATEMENT †
IMPROVED PROPERTY**

SELLER: PET A + HOLBROOK A VISSER

† 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

164 SONGBIRD LAKE
CITY FRODO HARBOR, COUNTY SAN JUAN ("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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*B. Is title to the property subject to any of the following?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(1) First right of refusal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Option	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(3) Lease or rental agreement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(4) Life estate	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
*C. Are there any encroachments, boundary agreements, or boundary disputes?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
*D. Is there a private road or easement agreement for access to the property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*E. Are there any rights-of-way, easements, or access limitations that may affect Buyer's use of the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
*F. Are there any written agreements for joint maintenance of an easement or right-of-way?	<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 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"/>
*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"/>
*J. Is there a boundary survey for the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
*K. Are there any covenants, conditions, or restrictions which affect the property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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.

SELLER'S INITIAL: [Signature] DATE: 8/11/07 SELLER'S INITIAL: [Signature] DATE: 8/11/07

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2. WATER

YES NO DON'T KNOW 58

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? NOT SHARED YES NO DON'T KNOW 62
*(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance 63
of the water source? YES NO DON'T KNOW 64
*(3) Are there any known problems or repairs needed? YES NO DON'T KNOW 65
(4) During your ownership, has the source provided an adequate year-round supply of potable water? 66
If no, please explain: YES NO DON'T KNOW 67
*(5) Are there any water treatment systems for the property? YES NO DON'T KNOW 68
If yes, are they: Leased Owned SOFTENER 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? YES NO DON'T KNOW 71
(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? YES NO DON'T KNOW 72
(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 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? YES NO DON'T KNOW 75
*(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 76
*(b) If so, is the certificate available? (If yes, please attach a copy.) YES NO DON'T KNOW 77
(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? YES NO DON'T KNOW 78
If so, please explain: _____ 79
(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? YES NO DON'T KNOW 80
If so, please identify the entity that supplies water to the property: _____ 81
_____ 82
_____ 83

C. Outdoor Sprinkler System

- (1) Is there an outdoor sprinkler system for the property? YES NO DON'T KNOW 84
(2) If yes, are there any defects in the system? YES NO DON'T KNOW 85
*(3) If yes, is the sprinkler system connected to irrigation water? YES NO DON'T KNOW 86
_____ 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
 Other disposal system 89
Please describe: _____ 90
_____ 91
_____ 92

- B. If public sewer system service is available to the property, is the house NOT AVAILABLE YES NO DON'T KNOW 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? YES NO DON'T KNOW 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? YES NO DON'T KNOW 100
(2) When was it last pumped? NEVER YES NO DON'T KNOW 101
*(3) Are there any defects in the operation of the on-site sewage system? YES NO DON'T KNOW 102
(4) When was it last inspected? 12/06 YES NO DON'T KNOW 103
By whom: ORCAD SEWER SEPTIC DESIGN 104
(5) For how many bedrooms was the on-site sewage system approved? 5 bedrooms YES NO DON'T KNOW 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"/>	107 108
If no, please explain: _____				110
*F. Have there been any changes or repairs to the on-site sewage system?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	111
G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	112 113
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 checked="" type="checkbox"/>	115 116
If yes, please explain: <u>SYSTEM REPORTS TO OCCAS CHANGES IN STATUS.</u>				117

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 checked="" type="checkbox"/>	<input type="checkbox"/>	121 122	
*B. Has the basement flooded or leaked?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	123	
*C. Have there been any conversions, additions or remodeling?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	124	
*(1) If yes, were all building permits obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	125	
*(2) If yes, were all final inspections obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	126	
D. Do you know the age of the house?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	127	
If yes, year of original construction: <u>2005</u>				128	
*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"/>	129	
*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"/>	130	
<input type="checkbox"/> Foundations	<input type="checkbox"/> Decks	<input type="checkbox"/> Exterior Walls		131	
<input type="checkbox"/> Chimneys	<input type="checkbox"/> Interior Walls	<input type="checkbox"/> Fire Alarms	<i>A FEW SOME OF THE WINDOWS ARE TRICKY TO OPEN.</i>	132	
<input type="checkbox"/> Doors	<input checked="" type="checkbox"/> Windows	<input type="checkbox"/> Patios		133	
<input type="checkbox"/> Ceilings	<input type="checkbox"/> Slab Floors	<input type="checkbox"/> Driveways		134	
<input type="checkbox"/> Pools	<input type="checkbox"/> Hot Tub	<input type="checkbox"/> Sauna		135	
<input type="checkbox"/> Sidewalks	<input type="checkbox"/> Outbuildings	<input type="checkbox"/> Fireplaces		136	
<input type="checkbox"/> Garage Floors	<input type="checkbox"/> Walkways	<input type="checkbox"/> Wood Stoves		137	
<input type="checkbox"/> Siding	<input type="checkbox"/> Other _____			138	
*G. Was a structural pest or "whole house" inspection done?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	139 140
If yes, when and by whom was the inspection completed? _____					141
H. During your ownership, has the property had any wood destroying organisms or pest infestations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	142
I. Is the attic insulated?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	143	
J. Is the basement insulated? <u>CRAWL SPACE</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	144	

5. SYSTEMS AND FIXTURES

*A. If any of the following systems or fixtures are included with the transfer, are there any defects?				145 146
If yes, please explain: _____				147
Electrical system, including wiring, switches, outlets, and service	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	148
Plumbing system, including pipes, faucets, fixtures, and toilets	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	149
Hot water tank	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	150
Garbage disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	151
Appliances	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	152
Sump pump <u>DONT HAVE ONE</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	153
Heating and cooling systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	154
Security system <input type="checkbox"/> Leased <input type="checkbox"/> Owned	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	155
Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	156

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- *B. If any of the following fixtures or property is included with the transfer, are they leased?
(If yes, please attach copy of lease.)
- | | YES | NO | DON'T KNOW | 158
159 |
|---------------------|--------------------------|-------------------------------------|--------------------------|------------|
| Security System | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 160 |
| Tanks (type): _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 161 |
| Satellite dish | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 162 |
| Other: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 163 |

6. HOMEOWNERS' ASSOCIATION/Common INTERESTS

- A. Is there a homeowners' association?
Name of association _____
- B. Are there regular periodic assessments?
_____ per month year
 Other _____
- *C. Are there any pending special assessments?
- *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)?

7. ENVIRONMENTAL

- *A. Have there been any drainage problems on the property? *SEE D*
- *B. Does the property contain fill material?
- *C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?
- D. Are there any shorelines, wetlands, floodplains, or critical areas on the property? *ASSESSED MAP SHOWS A WETLAND ON PROPERTY*
- *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?
- *F. Has the property been used for commercial or industrial purposes?
- *G. Is there any soil or groundwater contamination?
- *H. Are there transmission poles, transformers, or other utility equipment installed, maintained, or buried on the property?
- *I. Has the property been used as a legal or illegal dumping site?
- *J. Has the property ever been used as an illegal drug manufacturing site?
- *K. Are there any radio towers in the area that may cause interference with telephone reception?

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

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

9. MANUFACTURED AND MOBILE HOMES

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

10. FULL DISCLOSURE BY SELLERS

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

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THERE IS A WETLAND ON THE PROPERTY.
THERE ARE SEVERAL AREAS WHERE PUDDLES
FORM FOR LONG PERIODS OF TIME.

THE LAKE ON THE ADJACENT PROPERTY OVERRUNS
IN THE WINTER AND FLOWS THROUGH THIS
PROPERTY. MITIGATION SYSTEMS HAVE BEEN
INSTALLED DIRECTION THE WATER AWAY FROM
STRUCTURES, NOT ALL HAVE BEEN FULLY TESTED

THE GATES AROUND THE POOL DO NOT
ALWAYS LATCH.

PROV BAN

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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: 8/3/07 Date: 8/19/07
Seller: [Signature] Seller: [Signature]

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: [Signature] DATE: 8/14/07 SELLER'S INITIAL: [Signature] DATE: 8/19/07