

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND LEAD-BASED PAINT HAZARDS**

Addendum to Purchase & Sale or Lease Agreement

The following is part of the Purchase and Sale/Lease Agreement dated 12, 200 1
between _____ ("Buyer" and/or "Lessee") 2
and Alison S. Beck ("Seller" and/or "Lessor") 3
concerning 756 Broadway East #304 Seattle WA (the "Property") 4
98102 5

Purchase & Sale Agreement Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. 6-13

Lease Agreement Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention. 14-19

Cancellation Rights

If a residential dwelling was built on the Property prior to 1978, Buyer may rescind the Agreement at any time up to 3 days after Buyer receives this Disclosure, **unless Buyer receives this disclosure prior to entering the Agreement.** 20-22

NOTE: In the event of pre-closing possession of more than 100 days by Buyer, the term Buyer also means Tenant. 23

Seller's/Lessor's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below): 25
 - Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). 26
 - Seller/Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. 27
- (b) Records and reports available to the Seller/Lessor (check one below): 28
 - Seller/Lessor has provided the Buyer/Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). 29-30
 - _____ 31
 - _____ 32
 - Seller/Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. 33-34

Seller has reviewed the information above and certifies, to the best of Seller's knowledge, that the statements made and information provided by Seller are true and accurate. 35-36

Alison S. Beck 12/07/05
Seller/Lessor Date Seller/Lessor Date 37

Initials: BUYER/LESSEE: _____ DATE: _____ SELLER/LESSOR: ASB DATE: _____ 38
BUYER/LESSEE: _____ DATE: _____ SELLER/LESSOR: _____ DATE: _____ 39

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND LEAD-BASED PAINT HAZARDS**

Addendum to Purchase & Sale or Lease Agreement
(Continued)

Buyer's/Lessee's Acknowledgment	40
(c) Buyer/Lessee has received copies of all information listed above.	41
(d) Buyer/Lessee has received the pamphlet "Protect Your Family from Lead in Your Home."	42
(e) Buyer has (check one below only if Purchase and Sale Agreement):	43
<input type="checkbox"/> Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.	44 45
<input type="checkbox"/> Accepted an opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards on the following terms and conditions:	46 47
This Agreement is conditioned upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, to be performed by a risk assessor or inspector at the Buyer's expense. (Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet "Protect Your Family From Lead in Your Home" for more information.)	48 49 50 51
This contingency SHALL CONCLUSIVELY BE DEEMED SATISFIED (WAIVED) unless Buyer gives written notice of disapproval of the risk assessment or inspection to the Seller within _____ (10 days if not filled in) after receiving this Disclosure. Buyer's notice must identify the specific existing deficiencies and corrections needed and must include a copy of the inspection and/or risk assessment report.	52 53 54 55
The Seller may, at the Seller's option, within _____ days (3 days if not filled in) after Seller's receipt of Buyer's disapproval notice, give written notice that Seller will correct the conditions identified by Buyer. If Seller agrees to correct the conditions identified by Buyer, then it shall be accomplished at Seller's expense prior to the closing date, and Seller shall provide Buyer with certification from a risk assessor or inspector demonstrating that the condition(s) has been remedied prior to the closing date. In lieu of correction, the parties may agree on any other remedy for the disapproved condition(s), including but not limited to cash payments from Seller to Buyer or adjustments in the purchase price. If such an agreement on non-repair remedies is secured in writing before the expiration of the time period set forth in this subparagraph, then this contingency will be deemed satisfied.	56 57 58 59 60 61 62 63 64
If the Seller does not give notice that the Seller will correct the conditions identified in Buyer's risk assessment or inspection, or if the parties cannot reach an agreement on alternative remedies, then Buyer may elect to give notice of termination of this Agreement within _____ days (3 days if not filled in) after expiration of the time limit in the preceding subparagraph or delivery of the Seller's notice pursuant to the preceding subparagraph, whichever first occurs. The earnest money shall then be returned to the Buyer and the parties shall have no further obligations to each other. Buyer's failure to give a written notice of termination means that the Buyer will be required to purchase the Property without the Seller having corrected the conditions identified in Buyer's risk assessment or inspection and without any alternative remedy for those conditions.	65 66 67 68 69 70 71 72
Buyer waives the right to receive an amended Real Property Transfer Disclosure Statement (NWMLS Form No. 17 or equivalent) pursuant to RCW 64.06 based on any conditions identified in inspection and/or risk assessment report(s).	73 74 75
Buyer has reviewed the information above and certifies, to the best of Buyer's knowledge, that the statements made by Buyer are true and accurate.	76 77

Buyer/Lessee	Date	Buyer/Lessee	Date	78
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Licensees' Acknowledgment 79

Licensees have informed the Seller/Lessor of the Seller's/Lessor's obligations under 42 U.S.C. 4852(d) and are aware of their responsibility to ensure compliance. 80
81

_____	Date		_____	Date	82
Selling Licensee		Listing Agent			

Initials: BUYER/LESSEE: _____	DATE: _____	SELLER/LESSOR: <u>ASB</u>	DATE: <u>12/7/05</u>	83
BUYER/LESSEE: _____	DATE: _____	SELLER/LESSOR: _____	DATE: _____	84

SELLER DISCLOSURE STATEMENT†

SELLER:

Alison S. Beck

† To be used in transfers of 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 SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT

156 Broadway E. #304 Seattle WA

CITY Seattle, 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/ 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. YES NO DON'T KNOW
- *B. Is title to the property subject to any of the following?
 - (1) First right of refusal YES NO DON'T KNOW
 - (2) Option YES NO DON'T KNOW
 - (3) Lease or rental agreement YES NO DON'T KNOW
 - (4) Life estate YES NO DON'T KNOW
- *C. Are there any encroachments, boundary agreements, or boundary disputes? YES NO DON'T KNOW
- *D. Are there any rights of way, easements, or access limitations that may affect Buyer's use of the property? YES NO DON'T KNOW
- *E. Are there any written agreements for joint maintenance of an easement or right of way? YES NO DON'T KNOW
- *F. Is there any study, survey project, or notice that would adversely affect the property? YES NO DON'T KNOW
- *G. Are there any pending or existing assessments against the property? YES NO DON'T KNOW
- *H. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling? YES NO DON'T KNOW
- *I. Is there a boundary survey for the property? YES NO DON'T KNOW
- *J. Are there any covenants, conditions, or restrictions which affect the property? YES NO DON'T KNOW

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 INITIALS: ASB

DATE: 12/7/05

SELLER'S INITIALS: _____

DATE: _____

SELLER DISCLOSURE STATEMENT

	YES	NO	DON'T KNOW	
2. WATER				57
A. Household Water				58
(1) The source of water for the property is: <input checked="" type="checkbox"/> Private or publicly owned water system				59
<input type="checkbox"/> Private well serving only the subject property * <input type="checkbox"/> Other water system				60
*If shared, are there any written agreements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	61
* (2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	62
* (3) Are there any known problems or repairs needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	63
(4) During your ownership, has the source provided an adequate year round supply of potable water?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	64
If no, please explain: _____				65
* (5) Are there any water treatment systems for the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	66
If yes, are they: <input type="checkbox"/> Leased <input type="checkbox"/> Owned				67
B. Irrigation				68
(1) Are there any water rights for the property, such as a water right, permit, certificate, or claim?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	69
* (a) If yes, have the water rights been used during the last five-years?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	70
* (b) If so, is the certificate available?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	71
C. Outdoor Sprinkler System				72
(1) Is there an outdoor sprinkler system for the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	73
* (2) If yes, are there any defects in the system?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	74
* (3) If yes, is the sprinkler system connected to irrigation water?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	75
3. SEWER/ON-SITE SEWAGE SYSTEM				76
A. The property is served by:				77
<input checked="" type="checkbox"/> Public sewer system <input type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts)				78
<input type="checkbox"/> Other disposal system				79
Please describe: _____				80
B. If public sewer system service is available to the property, is the house connected to the sewer main?				81
If no, please explain: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	82
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 type="checkbox"/>	<input checked="" type="checkbox"/>	83
D. If the property is connected to an on-site sewage system:				84
* (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 checked="" type="checkbox"/>	85
(2) When was it last pumped? _____				86
* (3) Are there any defects in the operation of the on-site sewage system?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	87
(4) When was it last inspected? _____				88
By whom: _____				89
(5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms				90
E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	91
If no, please explain: _____				92
* F. Have there been any changes or repairs to the on-site sewage system?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	93
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 checked="" type="checkbox"/>	94
If no, please explain: _____				95
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"/>	96
If yes, please explain: _____				97
SELLER'S INITIALS: <u>MB</u> DATE: <u>12/7/05</u> SELLER'S INITIALS: _____ DATE: _____				98
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SELLER DISCLOSURE STATEMENT

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

- | | YES | NO | DON'T KNOW | |
|---|-------------------------------------|--------------------------|-------------------------------------|-----|
| *A. Has the roof leaked? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 113 |
| *B. Has the basement flooded or leaked? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 114 |
| *C. Have there been any conversions, additions or remodeling? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 115 |
| *(1) If yes, were all building permits obtained? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 116 |
| *(2) If yes, were all final inspections obtained? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 117 |
| D. Do you know the age of the house? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 118 |
| If yes, year of original construction: <u>1929</u> | | | | 119 |
| *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"/> | 120 |
| *F. Are there any defects with the following: (If yes, please check applicable items and explain.) | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 121 |
| <input type="checkbox"/> Foundations | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 122 |
| <input type="checkbox"/> Decks | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 123 |
| <input type="checkbox"/> Exterior Walls | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 124 |
| <input type="checkbox"/> Chimneys | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 125 |
| <input type="checkbox"/> Interior Walls | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 126 |
| <input type="checkbox"/> Fire Alarms | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 127 |
| <input type="checkbox"/> Doors | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 128 |
| <input type="checkbox"/> Windows | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 129 |
| <input type="checkbox"/> Patios | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 130 |
| <input type="checkbox"/> Ceilings | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 131 |
| <input type="checkbox"/> Slab Floors | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 132 |
| <input type="checkbox"/> Driveways | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 133 |
| <input type="checkbox"/> Pools | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 134 |
| <input type="checkbox"/> Hot Tub | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 135 |
| <input type="checkbox"/> Sauna | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 136 |
| <input type="checkbox"/> Sidewalks | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 137 |
| <input type="checkbox"/> Outbuildings | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 138 |
| <input type="checkbox"/> Fireplaces | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 139 |
| <input type="checkbox"/> Garage Floors | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 140 |
| <input type="checkbox"/> Walkways | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 141 |
| <input type="checkbox"/> Wood Stoves | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 142 |
| <input type="checkbox"/> Siding | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 143 |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 144 |
| *G. Was a structural pest or "whole house" inspection done? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 145 |
| If yes, when and by whom was the inspection completed? | | | | 146 |
| _____ | | | | 147 |
| *H. During your ownership, has the property had any wood destroying organisms or pest infestations? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 148 |
| I. Is the attic insulated? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 149 |
| J. Is the basement insulated? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 150 |

5. SYSTEMS AND FIXTURES

- | | | | | |
|--|--------------------------|--------------------------|-------------------------------------|-----|
| *A. If any of the following systems or fixtures are included with the transfer, are there any defects? | | | | 151 |
| If yes, please explain: _____ | | | | 152 |
| Electrical system, including wiring, switches, outlets, and service | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 153 |
| Plumbing system, including pipes, faucets, fixtures, and toilets | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 154 |
| Hot water tank | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 155 |
| Garbage disposal | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 156 |
| Appliances | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 157 |
| Sump pump | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 158 |
| Heating and cooling systems | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 159 |
| Security system <input type="checkbox"/> Leased <input type="checkbox"/> Owned | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 160 |
| Other: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 161 |
| *B. If any of the following fixtures or property are included with the transfer, are they leased? | | | | 162 |
| (If yes, please attach copy of lease.) | | | | 163 |
| Security System | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 164 |
| Tanks (type): _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 165 |
| Satellite dish | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 166 |
| Other: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 167 |

SELLER'S INITIALS: ASB DATE: 12/7/05

SELLER'S INITIALS: _____ DATE: _____

SELLER DISCLOSURE STATEMENT

	YES	NO	DON'T KNOW	
6. COMMON INTERESTS				156
A. Is there a Home Owners' Association? Name of Association <u>Broadway Co-operative Association</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	157
B. Are there regular periodic assessments? \$ <u>187⁰⁰</u> per <input checked="" type="checkbox"/> month <input type="checkbox"/> years	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	159
<input type="checkbox"/> Other: _____				160
*C. Are there any pending special assessments?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	161
*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 type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	162
7. GENERAL				163
*A. Have there been any drainage problems on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	164
*B. Does the property contain fill material?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	165
*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	166
D. Is the property in a designated flood plain?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	167
E. Has the local (city or county) planning agency designated your property as a "frequently flooded area"?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	168
*F. 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 type="checkbox"/>	<input checked="" type="checkbox"/>	169
*G. Are there any tanks or underground storage tanks (e.g., chemical, fuel, etc.) on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	170
*H. Has the property ever been used as an illegal drug manufacturing site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	171
*I. Are there any radio towers in the area that may cause interference with telephone reception?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	172
8. LEAD BASED PAINT (Applicable if the house was built before 1978.)				173
A. Presence of lead-based paint and/or lead-based paint hazards (check one below):				174
<input type="checkbox"/> Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). _____				175
<input checked="" type="checkbox"/> Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.				176
B. Records and reports available to the Seller (check one below):				177
<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). _____				178
<input checked="" type="checkbox"/> Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.				179
9. MANUFACTURED AND MOBILE HOMES				180
If the property includes a manufactured or mobile home,				181
*A. Did you make any alterations to the home? If yes, please describe the alterations: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	182
*B. Did any previous owner make any alterations to the home? If yes, please describe the alterations: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	183
*C. If alterations were made, were permits or variances for these alterations obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	184
10. FULL DISCLOSURE BY SELLERS				185
A. Other conditions or defects:				186
*Are there any other existing material defects affecting the property that a prospective buyer should know about?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	187
SELLER'S INITIALS: <u>[Signature]</u> DATE: <u>12/7/05</u>				188
SELLER'S INITIALS: _____ DATE: _____				189

SELLER DISCLOSURE STATEMENT

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: 12/7/05 Date: _____
Seller: Alison S. Beck Seller: _____

NOTICE TO THE BUYER

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.

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. IF 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 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.

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 INITIALS: ASB DATE: 12/7/05 SELLER'S INITIALS: _____ DATE: _____



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PAGE 001 OF 005
02/19/2000 14:11
KING COUNTY, WA

RETURN TO:

BARBARA A. BROOKS
604 FRIEDEC AVENUE
VANCOUVER, WA 98604

COVER SHEET - INDEXING FORM



PACIFIC NORTHWEST TITLE

Document Title(s).

PACIFIC NORTHWEST TITLE COMPANY

PROPRIETARY LEASE

Reference # (if applicable)

5/12

Additional on Page: _____

PAWT 399066-4

Grantor/Borrower

ALISON S. BECK

Additional on Page: _____

Grantee/Beneficiary

Additional on Page: _____

Legal Description:

PTN LOT 11, ALL LOT 12, BLK 6, SARAH B.
YESLER'S FIRST ADD., VOL. 2, PG. 31

ASB

Additional on Page: _____

Assessor's Tax Parcel ID#

983120-0705-00

2000 021 0001073

OWC
historic

BROADWAY COOPERATIVE ASSOCIATION, INC.

PROPRIETARY LEASE

THIS INDENTURE, hereinafter called the "Lease," is made by and between the BROADWAY COOPERATIVE ASSOCIATION, INC., hereinafter called the "Cooperative," and Alison S. Beck, hereinafter called the "Lessee," together called the "Parties "

WHEREAS, the Cooperative is the owner of the apartment building and property at 756 Broadway East, Seattle, Washington, described as follows:

The North 30 feet of Lot 11 and all of Lot 12, Block 6, Sarah B. Yesler 1st. Addition to the City of Seattle, King County, Washington, and

WHEREAS, the herein described property is the same as the property described as 756 Broadway "North" in other existing documents of the Cooperative; and

WHEREAS, the Cooperative has been organized for the purpose of owning and operating the apartment building as above identified on a nonprofit, cooperative plan for the benefit of its stockholders, each stockholder being entitled to a proprietary lease substantially in the form of this Lease, covering a specifically described apartment in said apartment building, and

WHEREAS, the Lessee is the owner of or has entered into a purchase agreement to acquire 52 shares of the capital stock of the Cooperative; and

WHEREAS, on formation of the Cooperative there was assigned a capital cost to each apartment as a means of establishing the quantity of capital stock to be issued, as a means of determining the required and allowed initially contributed capital, and as a means of establishing a ratio between apartments for certain payments and refunds, all as provided for in the Articles of Incorporation, the Cooperative By-Laws and provisions of this Lease, the capital cost of \$ ***5,200.00*** being assigned to the specific apartment leased herein,

NOW, THEREFORE, the Parties covenant and agree as follows.

1. Leasing Agreement. The Cooperative hereby leases to the above-named Lessee, and the Lessee hereby leases from the Cooperative, Apartment No. 304 in the building described above.

2. Term The term of this Lease shall be for a period of Ninety-nine (99) years, commencing on the 10th day of February, 2000, and terminating on the 9th day of February, 2099, and subject to other conditions contained herein. Upon expiration of the term of this Lease the right to occupancy of the apartment unit referred to shall revert to the Cooperative.

3. Payments. The Lessee covenants that, on or before the first day of each month during the term of this Lease, Lessee shall make a monthly payment of \$ ***104.00*** to the Cooperative, which amount is subject to increase or decrease, and pay any special assessments which may be levied, all as provided for in the Cooperative's Articles of Incorporation and By-Laws

4. Use and Enjoyment of Apartment. In return for the Lessee's continued performance of the foregoing covenant to make payments and Lessee's continued performance of all other covenants and agreements contained in this Lease, the Articles of Incorporation, Cooperative By-Laws and rules and regulations, the Cooperative covenants that the Lessee shall have the apartment above-mentioned for Lessee's sole and exclusive use and occupancy for private residence only, except as provided for in the Cooperative By-Laws

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5. Termination. The following are the methods of terminating this Lease

(A) The Lease may be terminated by mutual agreement between the Lessee and the Cooperative.

(B) The Cooperative may terminate this Lease upon thirty (30) days, written notice for, but not limited to, the following:

- (1) Attempted assignment or hypothecation of this Lease.
- (2) Attempted assignment or hypothecation of the Lessee's stock in the Cooperative
- (3) Any change in the Lessee's ownership of stock in the Cooperative or in Lessee's tenancy or right to possession under this Lease, by operation of law, including but not limited to, the following:
 - (a) Declaration of the Lessee as a bankrupt,
 - (b) Appointment of a receiver for the properties of the Lessee or of this Lease,
 - (c) If the Lessee shall make a general assignment for the benefit of creditors,
 - (d) Attachment or levy of execution under process of court
- (4) In the event the Lessee has allowed other persons into possession of the apartment described herein by sub-lease or otherwise, without the consent of the Cooperative
- (5) For default by the Lessee in payment of any sum payable to the Cooperative or in observance of any term, covenant or condition of this Lease, or of the rules, regulations, By-Laws or Articles of Incorporation of the Cooperative.
- (6) For default by the Lessee on Lessee's purchase contract for shares of Cooperative stock.

6. Subordination to Mortgage - Improvements. This Lease is and at all times hereafter shall be subordinate to a first mortgage now existing or hereafter placed upon the premises and to any modifications, extensions and renewals thereof. In the event that the Cooperative shall borrow money for capital expenses, or remodeling of the Cooperative's real or personal property, in accordance with the provisions of its By-Laws, then this Lease shall be subordinate to any increase or extension of existing mortgages, or to any new mortgages placed upon the Cooperative's property to secure any such borrowing. Notwithstanding such subordination, Lessee's rights to quiet possession of Lessee's apartment shall not be disturbed if Lessee is not in default and so long as Lessee shall pay the maintenance fee and observe and perform all provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms

7. Management. The Cooperative shall maintain and manage the building described herein as a first-class apartment house, with a suitable manager or janitor, supply proper amounts of cold and hot water and adequately heat the premises during the heating season. The Cooperative shall not be responsible for interrupted services or supplies caused by any reason whatsoever, nor shall there be any diminution or abatement of maintenance or other payments on account of such interruption

8. Inspections. Inspections of the Lessee's apartment are as provided for in the By-Laws of the Cooperative

9. Repairs, Maintenance, Redecoration, By Lessee. In addition to provisions made in the By-Laws, rules and regulations of the Cooperative, the Lessee shall keep and maintain the interior of said apartment and all fixtures and plumbing and other appurtenances belonging thereto in good order and repair and make all decorations therein. The Cooperative shall not be responsible for any repairs or decorating except as provided for in the By-Laws.

10. Alterations and Additions. Other than repairs and decorating, the Lessee shall not cause to remove, alter or change the walls, doors, moldings, windows, electrical circuits or fixtures, kitchen or bathroom fixtures, or any other affixed part of the Lessee's apartment without the written approval of the Board of Trustees. Application for such approval will be in the form of a detailed plan (including time schedule) submitted to the Board of Trustees for their approval. This approval shall not be unjustly withheld. A decision by the Board of Trustees can be appealed as provided for in the By-Laws

11 The Cooperative reserves the right to change the Cooperative By-Laws and rules and regulations by adding language to them and/or altering or removing any language in them. All such Cooperative By-Laws, rules and regulations, now made or hereafter to be made are hereby referred to and shall be considered a part of this Lease as though fully set forth herein. The Lessee agrees faithfully and punctually to observe and comply with such Cooperative By-Laws, rules and regulations now made or hereafter effected and further agrees that all persons living in or visiting in the apartment shall also observe and comply therewith.

12 Notice. Notice of meetings shall be given as specified in the Cooperative's By-Laws. All other notices from the Cooperative to the Lessee shall be deemed duly given if sent by registered mail to the Lessee at the mailing address given to the Cooperative by the Lessee or delivered to the Lessee's apartment if Lessee is in residence at the Cooperative. All notices from the Lessee to the Cooperative shall be deemed duly given if sent by certified mail or delivered to an officer of the Cooperative.

13 If any clause or provision herein contained shall be adjudged invalid for any reason, such invalidity shall not affect the validity of any other clause or provision of this Lease nor shall it constitute any cause of action in favor of either party hereto against the other.

14 Identity of Leases. This Proprietary Lease is not meant to be different in intent from the previous lease. Any adjudged different between this Lease and the previous lease shall not invalidate any part of this Lease or the previous lease nor shall it affect the enforcement of covenants of this lease or the previous lease.

15 Attorney's Fees. In the event that the Cooperative institutes any legal proceedings in connection with the enforcement of this Lease, collection of payments required, termination of this Lease or regaining possession after termination, Lessee agrees to pay reasonable attorney's fees.

EXECUTED at Seattle, Washington, this 10th day of February, 2000

BROADWAY COOPERATIVE ASSOCIATION, INC

By Matthew J. Hornyak President
Cheryl Johnson Secretary Vice President

LESSEE
Olson S Beck

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this day Matthew J. Hornyak and Cheryl Johnson to me known to be the President and Secretary, respectively, of the BROADWAY COOPERATIVE ASSOCIATION, INC, the corporation that executed the foregoing instrument, personally appeared before me and executed this document and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal this 9th day of February, 2000

Notary Public in and for the
State of Washington,
residing at 01-07-2003

2000 021 0001073

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this day Alison S. Beck and _____, to me known to be the person(s) described in and who executed the foregoing Proprietary Lease, personally appeared before me and executed this document and acknowledged they signed the same as a free and voluntary act and deed, for the uses and purposes therein mentioned.

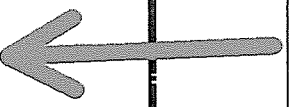
GIVEN under my hand and official seal this 10th day of February, 2000.



Betty L. Walston
Notary Public in and for the
State of Washington,
residing at Seattle

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= METROSCAN PROPERTY PROFILE =
King (WA)

OWNERSHIP INFORMATION

Parcel Number : 983120 0705 00 *Q* : NE *S* : 29 *T* : 25N *R* : 04E
Building Id # : 1
Parcel Type : Platted
Owner/Taxpayer : Broadway Cooperative Association, Inc.
CoOwner :
Site Address : 756 Broadway E Seattle 98102
Mail Address : 756 Broadway E #404 Seattle Wa 98102
Telephone : *Owner* : *Tenant* :

SALES AND LOAN INFORMATION

Recording Date : 05/03/2005 *Loan Amount* : \$124,450
Auditors Fee # : 815 *Lender* : Ncb Fsb
Sale Price : *Loan Type* : Conventional
Deed Type : Quit Claim *Interest Rate* : Adjustable
% Owned : 100 *Vesting Type* : Misc

ASSESSMENT AND TAX INFORMATION

Land : \$720,000 *% Improved* : 57
Structure : \$949,000 *2005 Taxes* : \$17,263.38
Total : \$1,669,000 *Exempt Code* :
Levy Code : 0010 *Excise Tax #* : 2120322

PROPERTY DESCRIPTION

Census : *Tract*: 65.00 *Block*: 3
Map Grid : 565 B3
Neighborhood Cd : 025047
Zoning Code : L-3
Land Use : 017 Res, Apartment, Co-op
Legal : BLK 6 LOT 11-12 YESLERS SARAH B
: 1ST ADD N 30 FT OF 11 & ALL 12
:
Sub/Plat : Yeslers Sarah B 1st Add
Recording Num :
Short Plat :
Volume : 2 *Page* : 31
Jurisdiction : SEATTLE

Profile-Page 1 of 2

**=METROSCAN PROPERTY PROFILE=
King (WA)**

Parcel # : 983120 0705

Bldg Id # : 1

PROPERTY CHARACTERISTICS

<i>Bedrooms</i> :	<i>1st Floor SF</i> :	<i>Year Built</i> :
<i>Bath Full</i> :	<i>2nd Floor SF</i> :	<i>Eff Year</i> :
<i>Bath 3/4</i> :	<i>3+ Floor SqFt</i> :	<i>GarageType</i> :
<i>Bath 1/2</i> :	<i>Half Floor SF</i> :	<i>Bsmnt Type</i> :
<i>Fireplace</i> :	<i>AboveGroundSF</i> :	<i>BsmntGrade</i> :
<i>Deck</i> :	<i>Finished SqFt</i> :	<i>Bldg Matl</i> : Wood Frame
<i>Porch</i> :	<i>Fin Bsmnt SF</i> :	<i>Bldg Cond</i> :
<i>Stories</i> : 3	<i>UnfinBsmnt SF</i> :	<i>Bldg Grade</i> : Avg
<i>Units</i> : 22	<i>BsmntTotal SF</i> :	<i>%Brick/Stone</i> :
<i>Elevator</i> : No	<i>Bsmnt Park SF</i> :	<i>HeatSource</i> :
<i>Mobile Home</i> : No	<i>Building SqFt</i> : 15,040	<i>Heat Type</i> : Hot Water
<i>Nuisance</i> :	<i>Deck SqFt</i> :	<i>Sewer Type</i> : Public
<i>Easements</i> :	<i>AttachedGrgSF</i> :	<i>Wtr Source</i> : Water District
<i>Design Type</i> :		

LAND INFORMATION

Lot Acres : .18
Lot SqFt : 8,000
Lot Shape : Corner Lot
Tde/Uplnd :
TopoProbs :
Wtr Front :
Sprinkler : No
WtrFrntSF :
GroundCvr :
GolfAdj : No

VIEW INFORMATION

View : None
View Seattle Skyline :
View Lake/River :
View Lake Sammamish :
View Mountain :
View Puget Sound :
View Mt. Rainier :
View Olympics :
View Cascades :
View Territorial :
View Lake Washington :
View Other :

STREET INFORMATION

St Surface :
St Access : Public

Profile-Page 2 of 2

Information compiled from various sources. Real Estate Solutions makes no representations or warranties as to the accuracy or completeness of information contained in this report.

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