

1 information concerning the property, known by the seller. Unless
2 otherwise advised, the seller does not possess any expertise in
3 construction, architecture, engineering, or any other specific
4 area related to the construction or condition of the improvements
5 on the property or the land. Also, unless otherwise advised, the
6 seller has not conducted any inspection of generally inaccessible
7 areas such as the foundation or roof. This statement is not a
8 warranty of any kind by the seller or by any agent representing
9 the seller in this transaction, and is not a substitute for any
10 inspections or warranties the buyer may wish to obtain.

11 **Seller's Disclosure:** The seller discloses the following informa-
12 tion with the knowledge that even though this is not a warranty,
13 the seller specifically makes the following representations based
14 on the seller's knowledge at the signing of this document. Upon
15 receiving this statement from the seller, the seller's agent is
16 required to provide a copy to the buyer or the agent of the
17 buyer. The seller authorizes its agent(s) to provide a copy of
18 this statement to any prospective buyer in connection with any
19 actual or anticipated sale of property. The following are repre-
20 sentations made solely by the seller and are not the representa-
21 tions of the seller's agent(s), if any. **This information is a**
22 **disclosure only and is not intended to be a part of any contract**
23 **between buyer and seller.**

24 **Instructions to the Seller:** (1) Answer ALL questions. (2) Report
25 known conditions affecting the property. (3) Attach additional
26 pages with your signature if additional space is required. (4)
27 Complete this form yourself. (5) If some items do not apply to

1 your property, check NOT AVAILABLE. If you do not know the
2 facts, check UNKNOWN. FAILURE TO PROVIDE A PURCHASER WITH A
3 SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE
4 AN OTHERWISE BINDING PURCHASE AGREEMENT.

5 **Appliances/Systems/Services:** The items below are in working order
6 (the items below are included in the sale of the property only if
7 the purchase agreement so provides):

8		Yes	No	Unknown	Not
9					Avail-
10					able
11	Range/Oven	_____	_____	_____	_____
12	Dishwasher	_____	_____	_____	_____
13	Refrigerator	_____	_____	_____	_____
14	Hood/fan	_____	_____	_____	_____
15	Disposal	_____	_____	_____	_____
16	TV antenna, TV rotor & controls	_____	_____	_____	_____
17	Electrical system	_____	_____	_____	_____

1	Garage door opener & remote control	_____	_____	_____	_____
2	Alarm system	_____	_____	_____	_____
3	Intercom	_____	_____	_____	_____
4	Central vacuum	_____	_____	_____	_____
5	Attic fan	_____	_____	_____	_____
6	Pool heater, wall liner & equipment	_____	_____	_____	_____
7	Microwave	_____	_____	_____	_____
8	Trash compactor	_____	_____	_____	_____
9	Ceiling fan	_____	_____	_____	_____
10	Sauna/hot tub	_____	_____	_____	_____
11	Washer	_____	_____	_____	_____
12	Dryer	_____	_____	_____	_____
13	Lawn sprinkler system	_____	_____	_____	_____

1	Water heater	_____	_____	_____	_____
2	Plumbing system	_____	_____	_____	_____
3	Water softener/conditioner	_____	_____	_____	_____
4	Well & pump	_____	_____	_____	_____
5	Septic tank & drain field	_____	_____	_____	_____
6	Sump pump	_____	_____	_____	_____
7	City Water System	_____	_____	_____	_____
8	City Sewer System	_____	_____	_____	_____
9	Central air conditioning	_____	_____	_____	_____
10	Central heating system	_____	_____	_____	_____
11	Wall furnace	_____	_____	_____	_____
12	Humidifier	_____	_____	_____	_____
13	Electronic air filter	_____	_____	_____	_____

1 Solar heating system _____

2 Fireplace & chimney _____

3 Wood burning system _____

4 Explanations (attach additional sheets if necessary):

5 _____

6 _____

7 _____

8 _____

9 _____

10 UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN
11 WORKING ORDER EXCEPT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF
12 CLOSING.

13 **Property conditions, improvements & additional information:**

14 1. **Basement/Crawl Space:** Has there been evidence of water?
15 yes ___ no ___

16 If yes, please explain: _____

17 2. **Insulation:** Describe, if known _____

18 Urea Formaldehyde Foam Insulation (UFFI) is installed?
19 unknown ___ yes ___ no ___

20 3. **Roof:** Leaks? yes _ no ___

21 Approximate age if known _____

1 4. **Well:** Type of well (depth/diameter, age, and repair history,
2 if known): _____

3 Has the water been tested? yes ___ no ___

4 If yes, date of last report/results: _____

5 5. **Septic tanks/drain fields:** Condition, if known: _____

6 _____

7 6. **Heating System:** Type/approximate age: _____

8 7. **Plumbing system:** Type: copper__ galvanized__ other__

9 Any known problems? _____

10 8. **Electrical system:** Any known problems? _____

11 _____

12 9. **History of infestation, if any:** (termites, carpenter ants,
13 etc.) _____

14 10. **Environmental Problems:** Are you aware of any substances,
15 materials, or products that may be an environmental hazard
16 such as, but not limited to, asbestos, radon gas,

1 formaldehyde, lead-based paint, fuel or chemical storage
2 tanks and contaminated soil on the property.

3 unknown __ yes __ no __

4 If yes, please explain:_____

5 _____

6 **11. Flood Insurance:** Do you have flood insurance on the
7 property?

8 unknown __ yes __ no __

9 **12. Mineral Rights:** Do you own the mineral rights?

10 unknown __ yes __ no __

11 **Other Items:** Are you aware of any of the following:

12 1. Features of the property shared in common with the adjoining
13 landowners, such as walls, fences, roads and driveways, or other
14 features whose use or responsibility for maintenance may have an
15 effect on the property?

16 unknown __ yes __ no __

17 2. Any encroachments, easements, zoning violations, or noncon-
18 forming uses?

19 unknown __ yes __ no __

20 3. Any "common areas" (facilities like pools, tennis courts,
21 walkways, or other areas co-owned with others), or a homeowners'
22 association that has any authority over the property?

23 unknown __ yes __ no __

1 4. Structural modifications, alterations, or repairs made
2 without necessary permits or licensed contractors?

3 unknown ___ yes ___ no ___

4 5. Settling, flooding, drainage, structural, or grading
5 problems?

6 unknown ___ yes ___ no ___

7 6. Major damage to the property from fire, wind, floods, or
8 landslides?

9 unknown ___ yes ___ no ___

10 7. Any underground storage tanks?
11 unknown ___ yes ___ no ___

12 8. Farm or farm operation in the vicinity; or proximity to a
13 landfill, airport, shooting range, etc.?

14 unknown ___ yes ___ no ___

15 9. Any outstanding utility assessments or fees, including any
16 natural gas main extension surcharge?

17 unknown ___ yes ___ no ___

18 10. Any outstanding municipal assessments or fees?
19 unknown ___ yes ___ no ___

20 11. Any pending litigation that could affect the property or the
21 seller's right to convey the property?

22 unknown ___ yes ___ no ___

23 If the answer to any of these questions is yes, please explain.

24 Attach additional sheets, if necessary: _____
25 _____
26 _____

1 _____

2 _____

3 The seller has lived in the residence on the property from
4 _____ (date) to _____ (date). The seller has owned
5 the property since _____ (date). The seller has indicated
6 above the condition of all the items based on information known
7 to the seller. If any changes occur in the
8 structural/mechanical/appliance systems of this property from the
9 date of this form to the date of closing, seller will immediately
10 disclose the changes to buyer. In no event shall the parties
11 hold the broker liable for any representations not directly made
12 by the broker or broker's agent.

13 Seller certifies that the information in this statement is true
14 and correct to the best of seller's knowledge as of the date of
15 seller's signature.

16 BUYER SHOULD OBTAIN PROFESSIONAL
17 ADVICE AND INSPECTIONS OF THE
18 PROPERTY TO MORE FULLY DETERMINE THE
19 CONDITION OF THE PROPERTY.

20
21 BUYERS ARE ADVISED THAT CERTAIN
22 INFORMATION COMPILED PURSUANT TO THE
23 SEX OFFENDERS REGISTRATION ACT, 1994
24 PA 295, MCL 28.721 TO 28.732, IS
25 AVAILABLE TO THE PUBLIC. BUYERS
26 SEEKING THAT INFORMATION SHOULD
27 CONTACT THE APPROPRIATE LOCAL LAW

1 ENFORCEMENT AGENCY OR SHERIFF'S
2 DEPARTMENT DIRECTLY.

3
4 BUYER IS ADVISED THAT THE STATE
5 EQUALIZED VALUE OF THE PROPERTY,
6 HOMESTEAD EXEMPTION INFORMATION, AND
7 OTHER REAL PROPERTY TAX INFORMATION
8 IS AVAILABLE FROM THE APPROPRIATE
9 LOCAL ASSESSOR'S OFFICE. ~~BUYER
10 SHOULD NOT ASSUME THAT BUYER'S
11 FUTURE TAX BILLS ON THE PROPERTY
12 WILL BE THE SAME AS THE SELLER'S
13 PRESENT TAX BILLS. UNDER MICHIGAN
14 LAW, REAL PROPERTY TAX OBLIGATIONS
15 CAN CHANGE SIGNIFICANTLY WHEN
16 PROPERTY IS TRANSFERRED.~~

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22 LAW, REAL PROPERTY TAX OBLIGATIONS
23 CAN CHANGE SIGNIFICANTLY WHEN
24 PROPERTY IS TRANSFERRED.

25 Seller _____ Date _____

1 Seller _____ Date _____

2 Buyer has read and acknowledges receipt of this statement.

3 Buyer _____ Date _____ Time: _____

4 Buyer _____ Date _____ Time: _____

5 (2) A form described in subsection (1) printed before the
6 effective date of the ~~2000~~ 2002 amendatory act that amended
7 this subsection that was in compliance with this section at that
8 time may be utilized and shall be considered in compliance with
9 this section until 90 days after the effective date of the ~~2000~~
10 2002 amendatory act that amended this subsection.