

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

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

| | | | | |
|---------------------------------------|-------|-------|-------|-------|
| 1 Alarm system | _____ | _____ | _____ | _____ |
| 2 Intercom | _____ | _____ | _____ | _____ |
| 3 Central vacuum | _____ | _____ | _____ | _____ |
| 4 Attic fan | _____ | _____ | _____ | _____ |
| 5 Pool heater, wall liner & equipment | _____ | _____ | _____ | _____ |
| 6 Microwave | _____ | _____ | _____ | _____ |
| 7 Trash compactor | _____ | _____ | _____ | _____ |
| 8 Ceiling fan | _____ | _____ | _____ | _____ |
| 9 Sauna/hot tub | _____ | _____ | _____ | _____ |
| 10 Washer | _____ | _____ | _____ | _____ |
| 11 Dryer | _____ | _____ | _____ | _____ |
| 12 Lawn sprinkler system | _____ | _____ | _____ | _____ |
| 13 Water heater | _____ | _____ | _____ | _____ |
| 14 Plumbing system | _____ | _____ | _____ | _____ |

| | | | | | |
|----|----------------------------|-------|-------|-------|-------|
| 1 | Water softener/conditioner | _____ | _____ | _____ | _____ |
| 2 | Well & pump | _____ | _____ | _____ | _____ |
| 3 | Septic tank & drain field | _____ | _____ | _____ | _____ |
| 4 | Sump pump | _____ | _____ | _____ | _____ |
| 5 | City Water System | _____ | _____ | _____ | _____ |
| 6 | City Sewer System | _____ | _____ | _____ | _____ |
| 7 | Central air conditioning | _____ | _____ | _____ | _____ |
| 8 | Central heating system | _____ | _____ | _____ | _____ |
| 9 | Wall furnace | _____ | _____ | _____ | _____ |
| 10 | Humidifier | _____ | _____ | _____ | _____ |
| 11 | Electronic air filter | _____ | _____ | _____ | _____ |
| 12 | Solar heating system | _____ | _____ | _____ | _____ |
| 13 | Fireplace & chimney | _____ | _____ | _____ | _____ |
| 14 | Wood burning system | _____ | _____ | _____ | _____ |

1 Explanations (attach additional sheets if necessary):
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____

7 UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN
 8 WORKING ORDER EXCEPT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF
 9 CLOSING.

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

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

13 If yes, please explain: _____

14 **2. Insulation:** Describe, if known _____
 15 Urea Formaldehyde Foam Insulation (UFFI) is installed?
 16 unknown ___ yes ___ no ___

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

18 Approximate age if known _____

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

21 Has the water been tested? yes ___ no ___

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

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

2 _____

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

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

5 Any known problems?_____

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

7 _____

8 **9. History of infestation, if any:** (termites, carpenter ants,

9 etc.)_____

10 **10. Environmental Problems:** Are you aware of any substances,
11 materials, or products that may be an environmental hazard
12 such as, but not limited to, asbestos, radon gas,
13 formaldehyde, lead-based paint, fuel or chemical storage
14 tanks and contaminated soil on the property.

15 unknown __ yes __ no __

16 If yes, please explain:_____

17 _____

1 **11. Flood Insurance:** Do you have flood insurance on the
 2 property?

3 unknown __ yes __ no __

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

5 unknown __ yes __ no __

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

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

11 unknown __ yes __ no __

12 2. Any encroachments, easements, zoning violations, or
 13 nonconforming uses?

14 unknown __ yes __ no __

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

18 unknown __ yes __ no __

19 4. Structural modifications, alterations, or repairs made
 20 without necessary permits or licensed contractors?

21 unknown __ yes __ no __

22 5. Settling, flooding, drainage, structural, or grading
 23 problems?

24 unknown __ yes __ no __

25 6. Major damage to the property from fire, wind, floods, or
 26 landslides?

1 unknown __ yes __ no __

2 7. Any underground storage tanks?

3 unknown __ yes __ no __

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

6 unknown __ yes __ no __

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

9 unknown __ yes __ no __

10 10. Any outstanding municipal assessments or fees?

11 unknown __ yes __ no __

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

14 unknown __ yes __ no __

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

16 Attach additional sheets, if necessary: _____

17 _____

18 _____

19 _____

20 _____

21 The seller has lived in the residence on the property from
22 _____ (date) to _____ (date). The seller has owned
23 the property since _____ (date). The seller has indicated
24 above the condition of all the items based on information known
25 to the seller. If any changes occur in the
26 structural/mechanical/appliance systems of this property from the
27 date of this form to the date of closing, seller will immediately

1 disclose the changes to buyer. In no event shall the parties
2 hold the broker liable for any representations not directly made
3 by the broker or broker's agent.

4 Seller certifies that the information in this statement is true
5 and correct to the best of seller's knowledge as of the date of
6 seller's signature.

7 BUYER SHOULD OBTAIN PROFESSIONAL
8 ADVICE AND INSPECTIONS OF THE
9 PROPERTY TO MORE FULLY DETERMINE THE
10 CONDITION OF THE PROPERTY. **THESE**
11 **INSPECTIONS SHOULD TAKE INDOOR AIR**
12 **AND WATER QUALITY INTO ACCOUNT, AS**
13 **WELL AS ANY EVIDENCE OF UNUSUALLY**
14 **HIGH LEVELS OF POTENTIAL ALLERGENS.**

15 BUYERS ARE ADVISED THAT CERTAIN
16 INFORMATION COMPILED PURSUANT TO THE
17 SEX OFFENDERS REGISTRATION ACT, 1994
18 PA 295, MCL 28.721 TO 28.732, IS
19 AVAILABLE TO THE PUBLIC. BUYERS
20 SEEKING THAT INFORMATION SHOULD
21 CONTACT THE APPROPRIATE LOCAL LAW
22 ENFORCEMENT AGENCY OR SHERIFF'S
23 DEPARTMENT DIRECTLY.

24 BUYER IS ADVISED THAT THE STATE
25 EQUALIZED VALUE OF THE PROPERTY,

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

12 Seller _____ Date _____

13 Seller _____ Date _____

14 Buyer has read and acknowledges receipt of this statement.

15 Buyer _____ Date _____ Time: _____

16 Buyer _____ Date _____ Time: _____

17 (2) A form described in subsection (1) printed before the
 18 effective date of the ~~2000~~ **2003** amendatory act that amended
 19 this subsection that was in compliance with this section at that
 20 time may be utilized and shall be considered in compliance with
 21 this section until 90 days after the effective date of the ~~2000~~
 22 **2003** amendatory act that amended this subsection.