

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 _____
- 15 Explanations (attach additional sheets if necessary):

1 _____
 2 _____
 3 _____
 4 _____
 5 _____

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

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

10 **1. Basement/crawl space:** Has there been evidence of water?
 11 _____
 11 _____ yes ___ no ___

12 If yes, please explain: _____

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

16 **3. Roof:** Leaks? _____
 16 _____ yes _ no ___

17 Approximate age if known _____

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

20 Has the water been tested? _____
 20 _____ yes ___ no ___

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

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

1 _____

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

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

4 Any known problems?_____

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

6 _____

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

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

14 unknown __ yes __ no __

15 If yes, please explain:_____

16 _____

17 **11. Flood insurance:** Do you have flood insurance on the

1 property?

2 unknown __ yes __ no __

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

4 unknown __ yes __ no __

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

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

10 unknown __ yes __ no __

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

13 unknown __ yes __ no __

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

17 unknown __ yes __ no __

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

20 unknown __ yes __ no __

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

23 unknown __ yes __ no __

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

26 unknown __ yes __ no __

27 7. Any underground storage tanks?

1 unknown __ yes __ no __

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

4 unknown __ yes __ no __

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

7 unknown __ yes __ no __

8 10. Any outstanding municipal assessments or fees?

9 unknown __ yes __ no __

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

12 unknown __ yes __ no __

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

14 Attach additional sheets, if necessary:_____

15 _____

16 _____

17 _____

18 _____

19 The seller has lived in the residence on the property from

20 _____ (date) to _____ (date). The seller has owned

21 the property since _____ (date). The seller has indicated

22 above the condition of all the items based on information known

23 to the seller. If any changes occur in the

24 structural/mechanical/appliance systems of this property from the

25 date of this form to the date of closing, seller will immediately

26 disclose the changes to buyer. In no event shall the parties

27 hold the broker liable for any representations not directly made

1 by the broker or broker's agent.

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

5 BUYER SHOULD OBTAIN PROFESSIONAL
6 ADVICE AND INSPECTIONS OF THE
7 PROPERTY TO MORE FULLY DETERMINE THE
8 CONDITION OF THE PROPERTY.

9 BUYERS ARE ADVISED THAT CERTAIN
10 INFORMATION COMPILED PURSUANT TO THE
11 SEX OFFENDERS REGISTRATION ACT, 1994
12 PA 295, MCL 28.721 TO 28.732, IS
13 AVAILABLE TO THE PUBLIC. BUYERS
14 SEEKING THAT INFORMATION SHOULD
15 CONTACT THE APPROPRIATE LOCAL LAW
16 ENFORCEMENT AGENCY OR SHERIFF'S
17 DEPARTMENT DIRECTLY.

18 BUYER IS ADVISED THAT THE STATE
19 EQUALIZED VALUE OF THE PROPERTY,
20 ~~HOMESTEAD~~ **PRINCIPAL RESIDENCE**
21 EXEMPTION INFORMATION, AND OTHER
22 REAL PROPERTY TAX INFORMATION IS
23 AVAILABLE FROM THE APPROPRIATE LOCAL
24 ASSESSOR'S OFFICE. BUYER SHOULD NOT
25 ASSUME THAT BUYER'S FUTURE TAX BILLS

1 ON THE PROPERTY WILL BE THE SAME AS
 2 THE SELLER'S PRESENT TAX BILLS.
 3 UNDER MICHIGAN LAW, REAL PROPERTY
 4 TAX OBLIGATIONS CAN CHANGE
 5 SIGNIFICANTLY WHEN PROPERTY IS
 6 TRANSFERRED.

7 Seller _____ Date _____

8 Seller _____ Date _____

9 Buyer has read and acknowledges receipt of this statement.

10 Buyer _____ Date _____ Time: _____

11 Buyer _____ Date _____ Time: _____

12 (2) A form described in subsection (1) printed before ~~the~~
 13 ~~effective date of the 2000 amendatory act that amended this~~
 14 ~~subsection~~ **March 8, 2000** that was in compliance with this
 15 section at that time may be utilized and shall be considered in
 16 compliance with this section until ~~90 days after the effective~~
 17 ~~date of the 2000 amendatory act that amended this subsection~~
 18 **June 6, 2000.**

19 Enacting section 1. This amendatory act takes effect
 20 January 1, 2004.

21 Enacting section 2. This amendatory act does not take
 22 effect unless Senate Bill No. 133 of the 92nd Legislature is
 23 enacted into law.