

1 _____ Michigan
2 City, Village, or Township

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

16 Seller's Disclosure: The seller discloses the following
17 information with the knowledge that even though this is not a
18 warranty, the seller specifically makes the following
19 representations based on the seller's knowledge at the signing of
20 this document. ~~Upon receiving~~ **On receipt of** this statement from the
21 seller, the seller's agent ~~is required to~~ **shall** provide a copy to
22 the buyer or the agent of the buyer. The seller authorizes ~~its~~
23 ~~agent(s)~~ **the seller's agent or agents** to provide a copy of this
24 statement to any prospective buyer in connection with any actual or
25 anticipated sale of property. The following are representations
26 made solely by the seller and are not the representations of the
27 seller's ~~agent(s),~~ **agent or agents**, if any. THIS INFORMATION IS A
28 DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY CONTRACT
29

1 BETWEEN BUYER AND SELLER.

2 Instructions to the Seller: (1) Answer ALL questions. (2)
3 Report known conditions affecting the property. (3) Attach
4 additional pages with your signature if additional space is
5 required. (4) Complete this form yourself. (5) If some items do not
6 apply to your property, check NOT AVAILABLE. If you do not know the
7 facts, check UNKNOWN. FAILURE TO PROVIDE A PURCHASER WITH A SIGNED
8 DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE AN
9 OTHERWISE BINDING PURCHASE AGREEMENT.

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

13	Yes	No	Unknown	Not Available
14 Range/ Over oven	_____	_____	_____	_____
15 Dishwasher	_____	_____	_____	_____
16 Refrigerator	_____	_____	_____	_____
17 Hood/fan	_____	_____	_____	_____
18 Disposal	_____	_____	_____	_____
19 TV antenna, TV rotor & 20 controls	_____	_____	_____	_____
21 Electrical system	_____	_____	_____	_____
22 Garage door opener & 23 remote control	_____	_____	_____	_____
24 Alarm system	_____	_____	_____	_____
25 Intercom	_____	_____	_____	_____
26 Central vacuum	_____	_____	_____	_____
27 Attic fan	_____	_____	_____	_____
28 Pool heater, wall 29 liner & equipment	_____	_____	_____	_____

- 1 Microwave _____
- 2 Trash compactor _____
- 3 Ceiling fan _____
- 4 Sauna/hot tub _____
- 5 Washer _____
- 6 Dryer _____
- 7 Lawn sprinkler system _____
- 8 Water heater _____
- 9 Plumbing system _____
- 10 Water _____
- 11 softener/conditioner _____
- 12 Well & pump _____
- 13 Septic tank & drain _____
- 14 field _____
- 15 Sump pump _____
- 16 ~~City Water System~~**water** _____
- 17 **system** _____
- 18 ~~City Sewer System~~**sewer** _____
- 19 **system** _____
- 20 Central air _____
- 21 conditioning _____
- 22 Central heating system _____
- 23 Wall furnace _____
- 24 Humidifier _____
- 25 Electronic air filter _____
- 26 Solar heating system _____
- 27 Fireplace & chimney _____
- 28 Wood burning system _____
- 29 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 yes___ no___

12 If yes, please explain: _____

13 **2. Insulation:** Describe, if known _____
 14 Urea Formaldehyde Foam Insulation (UFFI) is installed?
 15 unknown___ yes___ no___

16 **3. Roof:** Leaks? yes___ no___
 17 Approximate age if known _____

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

20 Has the water been tested? yes___ no___

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

22 **5. Septic tanks/drain fields (See attached inspection report):**

23 Condition, if known: _____
 24 _____

25 **Date last inspected?** _____ **Seller's initials** _____

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

27 **7. Plumbing system:** Type: copper___ galvanized___ other___

28 Any known problems? _____

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

1 9. History of infestation, if any: (termites, carpenter ants, etc.)

2 _____

3 10. Environmental Problems:—problems: Are you aware of any
4 substances, materials, or products that may be an environmental
5 hazard such as, but not limited to, asbestos, radon gas,
6 formaldehyde, lead-based paint, fuel or chemical storage tanks and
7 contaminated soil on the property.

8 unknown___ yes___ no___

9 If yes, please explain: _____

10 11. Flood insurance: Do you have flood insurance on the property?

11 unknown___ yes___ no___

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

13 unknown___ yes___ no___

14 Other Items: Are you aware of any of the following:

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

19 unknown___ yes___ no___

20 2. Any encroachments, easements, zoning violations, or
21 nonconforming uses?

22 unknown___ yes___ no___

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

26 unknown___ yes___ no___

27 4. Structural modifications, alterations, or repairs made without
28 necessary permits or licensed contractors?

29 unknown___ yes___ no___

1 5. Settling, flooding, drainage, structural, or grading problems?
2 unknown___ yes___ no___

3 6. Major damage to the property from fire, wind, floods, or
4 landslides?
5 unknown___ yes___ no___

6 7. Any underground storage tanks? unknown___ yes___ no___

7 8. Farm or farm operation in the vicinity; or proximity to a
8 landfill, airport, shooting range, etc.?
9 unknown___ yes___ no___

10 9. Any outstanding utility assessments or fees, including any
11 natural gas main extension surcharge?
12 unknown___ yes___ no___

13 10. Any outstanding municipal assessments or fees?
14 unknown___ yes___ no___

15 11. Any pending litigation that could affect the property or the
16 seller's right to convey the property?
17 unknown___ yes___ no___

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

19 Attach additional sheets, if necessary: _____

20 _____

21 _____

22 _____

23 _____

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

14 BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE
15 PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE
16 PROPERTY. THESE INSPECTIONS SHOULD TAKE INDOOR AIR AND WATER
17 QUALITY INTO ACCOUNT, AS WELL AS ANY EVIDENCE OF UNUSUALLY
18 HIGH LEVELS OF POTENTIAL ALLERGENS INCLUDING, BUT NOT LIMITED
19 TO, HOUSEHOLD MOLD, MILDEW AND BACTERIA.

20 BUYERS ARE ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT
21 TO THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28.721
22 TO ~~28.732~~, **28.730**, IS AVAILABLE TO THE PUBLIC. BUYERS SEEKING
23 THAT INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW
24 ENFORCEMENT AGENCY OR SHERIFF'S DEPARTMENT DIRECTLY.

25 BUYER IS ADVISED THAT THE STATE EQUALIZED VALUE OF THE
26 PROPERTY, PRINCIPAL RESIDENCE EXEMPTION INFORMATION, AND OTHER
27 REAL PROPERTY TAX INFORMATION IS AVAILABLE FROM THE
28 APPROPRIATE LOCAL ASSESSOR'S OFFICE.

1 BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE
2 PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS.
3 UNDER MICHIGAN LAW, REAL PROPERTY TAX OBLIGATIONS CAN CHANGE
4 SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.

5 Seller _____ Date _____

6 Seller _____ Date _____

7 Buyer has read and acknowledges receipt of this statement.

8 Buyer _____ Date _____ Time: _____

9 Buyer _____ Date _____ Time: _____

10 (2) A form described in subsection (1) printed before ~~January~~
11 ~~1, 2006~~ **the effective date of the amendatory act that added**
12 **subsection (3)** that was in compliance with this section at that
13 time may be ~~utilized~~ **used** and ~~shall be~~ **is** considered **to be** in
14 compliance with this section until ~~April 1, 2006~~ **90 days after the**
15 **effective date of the amendatory act that added subsection (3).**

16 (3) The transferor or the transferor's agent shall include a
17 copy of the most recent septic tank inspection report with the form
18 required under subsection (1) whenever the transferor or the
19 transferor's agent provides the form to a prospective transferee or
20 a prospective transferee's agent.

21