



# SELLER'S DISCLOSURE AND CONDITION OF PROPERTY ADDENDUM (Residential)

1 SELLER: Reynolds O. Schultz  
2 PROPERTY: 3104 Freeman Circle  
3

### 4 1. SELLER'S INSTRUCTIONS

5 SELLER agrees to disclose to BUYER all material defects, conditions and facts, past and present,  
6 **KNOWN TO SELLER** which may materially affect the value of the Property. This disclosure statement is  
7 designed to assist SELLER in making these disclosures. Licensee(s), prospective buyers and buyers  
8 will rely on this information.

### 10 2. NOTICE TO BUYER

11 This is a disclosure of SELLER'S knowledge of the Property as of the date signed by SELLER and is not  
12 a substitute for any inspections or warranties. It is not a warranty of any kind by SELLER or a warranty  
13 or representation by the Broker(s) or their licensees.

### 15 3. OCCUPANCY

16 Approximate age of Property? 1965 How long have you owned? 9 yrs  
17 Does SELLER currently occupy the Property? Yes  No   
18 If not, how long has it been since SELLER occupied the Property? Rental years/months.

### 20 4. LAND (SOILS, DRAINAGE AND BOUNDARIES). (IF RURAL OR VACANT LAND, ATTACH 21 SELLER'S LAND DISCLOSURE ALSO.)

- 22 (a) Fill or expansive soil on the Property? Yes  No
- 23 (b) Sliding, settling, earth movement, upheaval or earth stability problems on  
24 the Property? Yes  No
- 25 (c) Is the Property or any portion thereof located in a flood zone, wetlands area  
26 or **proposed** to be located in such as designated by FEMA which requires  
27 flood insurance? Yes  No
- 28 (d) Drainage or flood problems on the Property or adjacent properties? Yes  No
- 29 (e) Do you pay flood insurance premiums? Yes  No
- 30 (f) If so, is it required? Yes  No
- 31 (g) Are the boundaries of the Property marked in any way? Yes  No
- 32 (h) Has Property had a survey? If yes, attach copy Yes  No
- 33 (i) Encroachments, boundary line disputes, or non-utility easements affecting  
34 the Property? Yes  No
- 35 (j) Any fencing on the Property? Yes  No
- 36 (k) If yes, does fencing belong to the Property? ? Yes  No
- 37 (l) Diseased, dead, or damaged trees or shrubs on the Property? Yes  No
- 38 (m) Gas/oil wells, lines or storage facilities on Property or adjacent property? Yes  No

39 If any of the answers in this section are "Yes", explain in detail: \_\_\_\_\_  
40 \_\_\_\_\_  
41 \_\_\_\_\_  
42 \_\_\_\_\_  
43 \_\_\_\_\_

- 44 **5. ROOF:**  
 45 (a) Approximate Age: 1999 years  Unknown  
 46 Type: Asphalt  
 47 (b) Any problems with the roof, flashing or rain gutters? . . . . . Yes  No   
 48 If so, what was the date of the occurrence? \_\_\_\_\_  
 49 (c) Any repairs to the roof, flashing or rain gutters? . . . . . Yes  No   
 50 Date of and company performing such repairs \_\_\_\_\_ / \_\_\_\_\_  
 51 (d) Any roof replacement? . . . . . Yes  No   
 52 If yes, was it:  Complete or  Partial  
 53 (e) What is the number of layers currently in place: 1 layers, or  Unknown.

54 **If any of the answers in this section are "Yes", explain in detail below: (All available warranties and**  
 55 **other documentation are attached)** \_\_\_\_\_  
 56 \_\_\_\_\_  
 57 \_\_\_\_\_  
 58 \_\_\_\_\_  
 59 \_\_\_\_\_

- 60 **6. INFESTATION – ARE YOU AWARE OF:**  
 61 (a) Any termites, wood destroying insects, or *other* pests on the Property? . . . . . Yes  No   
 62 (b) Any damage to the property by termites, wood destroying insects or *other*  
 63 pests? . . . . . Yes  No   
 64 (c) Any termite, wood destroying insects or other pest control treatments on the  
 65 Property in the last five years? . . . . . Yes  No   
 66 If yes, list company, *when and where* treated \_\_\_\_\_  
 67 (d) Any warranty, bait stations or other treatment coverage by a licensed pest  
 68 control company on the Property? . . . . . Yes  No   
 69 If yes, the annual cost of service renewal is \$ \_\_\_\_\_ and the time remaining on the  
 70 service contract is \_\_\_\_\_. (Check One)  
 71  The treatment system stays with the Property, or  the treatment system is subject to  
 72 removal by the treatment company if annual service fee is not paid.

73 **If any of the answers in this section are "Yes", explain in detail (attach any receipts):** \_\_\_\_\_  
 74 \_\_\_\_\_  
 75 \_\_\_\_\_  
 76 \_\_\_\_\_  
 77 \_\_\_\_\_

- 78 **7. STRUCTURAL, BASEMENT AND CRAWL SPACE ITEMS – ARE YOU AWARE OF:**  
 79 (a) Movement, shifting, deterioration, or other problems with walls, foundations,  
 80 crawl space or slab? . . . . . Yes  No   
 81 (b) Any cracks or flaws in the walls, ceilings, foundations, concrete slab,  
 82 crawl space, basement floor or garage? . . . . . Yes  No   
 83 (c) Any corrective action taken including, but not limited to piercing or bracing? . . . . . Yes  No   
 84 (d) Any water leakage or dampness in the house, crawl space or basement? . . . . . Yes  No   
 85 (e) Any dry rot, wood rot or similar conditions on the wood of the Property? . . . . . Yes  No   
 86 (f) Any problems with driveways, patios, decks, fences or retaining walls on  
 87 the Property? . . . . . Yes  No

- 88 (g) Any problems with fireplace and/or chimney? ..... Yes  No
- 89 Date of last cleaning? \_\_\_\_\_
- 90 (h) Does the Property have a sump pump? ..... New 2004 Yes  No
- 91 (i) Any repairs or other attempts to control the cause or effect of any problem
- 92 described above? ..... Yes  No

93 **If any of the answers in this section are "Yes", explain in detail.** When describing repairs or control  
 94 efforts, describe the location, extent, date, and name of the person who did the repair or control effort and  
 95 attach, if available, any inspection reports, estimates or receipts: \_\_\_\_\_

96 \_\_\_\_\_  
 97 \_\_\_\_\_  
 98 \_\_\_\_\_  
 99 \_\_\_\_\_

100 **8. ADDITIONS AND/OR REMODELING:**

- 101 (a) Are you aware of any additions, structural changes, or other material
- 102 alterations to the Property? ..... Yes  No

103 **If "Yes", explain:** \_\_\_\_\_  
 104 \_\_\_\_\_

- 105 (b) If "Yes", were all necessary permits and approvals obtained, and was all
- 106 work in compliance with building codes? ..... N/A  Yes  No

107 **If "No", explain:** \_\_\_\_\_  
 108 \_\_\_\_\_

110 **9. PLUMBING RELATED ITEMS:**

- 111 (a) What is the drinking water source?  Public  Private  Well  Cistern
- 112 If well water, state type \_\_\_\_\_ depth \_\_\_\_\_
- 113 diameter \_\_\_\_\_ age \_\_\_\_\_
- 114 (b) If the drinking water source is a well, when was the water last tested and what
- 115 was the result of the test? \_\_\_\_\_
- 116 (c) Is there a water softener on the Property? ..... Yes  No
- 117 (If so, is it:  Leased  Owned?)
- 118 (d) Is there a water purifier system? ..... Yes  No
- 119 (If so, is it:  Leased  Owned?)
- 120 (e) What type of sewage system serves the Property?  Public Sewer, or  Private Sewer, or
- 121  Septic System, or  Cesspool, or  Lagoon, or  Other \_\_\_\_\_
- 122 (f) If there is a septic system, is there a sewage pump on the septic system? Yes  No
- 123 (g) Is there a grinder pump system? ..... Yes  No
- 124 (h) If there is a privately owned system, when was the septic tank, cesspool, or sewage system
- 125 last serviced? Pumped By whom? \_\_\_\_\_
- 126 (i) Is there a sprinkler system? ..... Yes  No
- 127 Does sprinkler system cover full yard? ..... N/A  Yes  No
- 128 If "No", explain: \_\_\_\_\_
- 129 (j) Is there a back flow prevention device on the lawn sprinkling system, sewer
- 130 or pool? ..... Yes  No
- 131 Are city/county compliance inspections required? ..... Yes  No
- 132 If yes, date of last inspection \_\_\_\_\_

- 133 (k) Are you aware of any leaks, backups, or other problems relating to any of the plumbing,  
 134 water, and sewage related systems? ..... Yes  No
- 135 (l) Type of plumbing material currently used in the Property:  
 136 *man*  Copper  Galvanized  Other \_\_\_\_\_  
 137 The location of the main water shut-off is Crawl Space  
 138 (m) The location of the sewer line clean out trap is: Back yard

139 **If your answer to any of the questions in this section is "Yes", explain in detail and provide**  
 140 **available documentation:** \_\_\_\_\_  
 141 \_\_\_\_\_  
 142 \_\_\_\_\_  
 143 \_\_\_\_\_  
 144 \_\_\_\_\_

145 **10. HEATING AND AIR CONDITIONING:**

- 146 (a) Does the Property have air conditioning? ..... Yes  No   
 147  Central Electric  Central Gas  Heat Pump  Window Unit(s)  
 148 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?  
 149 1. \_\_\_\_\_?  
 150 2. \_\_\_\_\_
- 151 (b) Does the Property have heating systems? ..... Yes  No   
 152  Electric  Fuel Oil  Natural Gas  Heat Pump  Propane  Fuel Tank  Other \_\_\_\_\_  
 153 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?  
 154 1. \_\_\_\_\_  
 155 2. \_\_\_\_\_
- 156 (c) Are there rooms without heat or air conditioning? ..... Yes  No   
 157 If yes, which room(s)? \_\_\_\_\_
- 158 (d) Does the Property have a water heater? ..... Yes  No   
 159  Electric  Gas  Solar  
 160 Unit Age of Unit Capacity (gallons) Location Last Date Serviced/By Whom?  
 161 1. New 30 \_\_\_\_\_  
 162 2. \_\_\_\_\_
- 163 (e) Are you aware of any problems regarding these items? ..... Yes  No

164 **If your answer to question 10(c) and/or 10(e) in this section is "Yes", explain in detail:** \_\_\_\_\_  
 165 \_\_\_\_\_  
 166 \_\_\_\_\_  
 167 \_\_\_\_\_  
 168 \_\_\_\_\_

169 **11. ELECTRICAL SYSTEM:**

- 170 (a) Type of material used:  Copper  Aluminum  Unknown  
 171 (b) Type of electrical panel(s):  Breaker  Fuse  
 172 Location of electrical panel(s): \_\_\_\_\_  
 173 Size of electrical panel (total amps), if known: \_\_\_\_\_
- 174 (c) Are you aware of any problem with the electrical system? ..... Yes  No

175 **If "Yes", explain in detail:** \_\_\_\_\_  
 176 \_\_\_\_\_  
 177 \_\_\_\_\_

180 **12. HAZARDOUS CONDITIONS:**

- 181 (a) Underground tanks on the Property? . . . . . Yes  No
- 182 (b) Landfill on the Property? . . . . . Yes  No
- 183 (c) Toxic substances on the Property, (e.g. tires, batteries, etc.)? . . . . . Yes  No
- 184 (d) Has the Property been tested for any of the above listed items? . . . . . Yes  No
- 185 (e) Have you had the property tested for radon? . . . . . Yes  No
- 186 (f) Have you had the property tested for mold? . . . . . Yes  No
- 187 (g) Are you aware of any other environmental issues? . . . . . Yes  No
- 188 (h) Are you aware of any methamphetamine or controlled substances ever being  
189 used or manufactured on the Property? . . . . . Yes  No

190 **If your answer to any of the questions in this section is "Yes", explain in detail and attach test**  
191 **results:** \_\_\_\_\_

192  
193

194  
195 **13. NEIGHBORHOOD INFORMATION AND HOMEOWNERS ASSOCIATIONS:**

- 196 (a) Are you aware of any current/pending bonds, assessments, or special taxes  
197 that apply to Property? . . . . . Yes  No   
198 Amount: \$ \_\_\_\_\_
- 199 (b) Are you aware or have you received any notice of any condition or proposed  
200 change in your neighborhood or surrounding area? . . . . . Yes  No
- 201 (c) Is the Property subject to covenants, conditions, and restrictions of a  
202 Homeowner's Association or subdivision restrictions? . . . . . Yes  No
- 203 (d) Are you aware of any violations of such covenants and restrictions? . . . . . Yes  No
- 204 (e) Does the Homeowner's Association impose its own transfer fee when this  
205 Property is sold? . . . . . Yes  No   
206 If "yes", what is the amount? \$ \_\_\_\_\_
- 207 (f) Are you aware of any defect, damage, proposed change or problem with any  
208 common elements or common areas? . . . . . Yes  No
- 209 (g) Are you aware of any condition or claim which may result in any change to  
210 assessments or fees? . . . . . Yes  No
- 211 (h) Are streets privately owned? . . . . . Yes  No
- 212 (i) Is Property in a historic, conservation or special review district that  
213 requires any alterations or improvements to Property be approved by a  
214 board or commission? . . . . . Yes  No
- 215 (j) Is Property subject to tax abatement? . . . . . Yes  No
- 216 (k) Is Property subject to a right of first refusal? . . . . . Yes  No

217 **If the answer to any of the above questions is "Yes" except (c), explain in detail, including**  
218 **amounts, if applicable:** \_\_\_\_\_

219  
220  
221

222 Homeowners Association dues are paid in full until \_\_\_\_\_ in the amount of \$ \_\_\_\_\_  
 223 payable  yearly  monthly  quarterly, sent to \_\_\_\_\_ and such includes:  
 224 \_\_\_\_\_ Homeowner's Association contact name,  
 225 phone number, website, or email address: \_\_\_\_\_  
 226

227 **14. OTHER MATTERS:**

- 228 (a) Are you aware of any of the following?  
 229  Party walls  Common areas  Easement Driveways . . . . . Yes  No
- 230 (b) Are you aware of any fire damage to the Property? . . . . . Yes  No
- 231 (c) Are there any liens, other than mortgage(s) currently on the Property? . . . . . Yes  No
- 232 (d) Are there any violations of laws or regulations affecting the Property? . . . . . Yes  No
- 233 (e) Are you aware of any other conditions that may materially and adversely  
 234 affect the value or desirability of the Property? . . . . . Yes  No
- 235 (f) Are you aware of any other condition, including but not limited to financial,  
 236 that may prevent you from completing the sale of the Property? . . . . . Yes  No
- 237 (g) Have you had a pet in the Property? . . . . . Yes  No
- 238 (h) Are you aware of any general stains or pet stains to the carpet, the flooring  
 239 or sub-flooring? . . . . . Yes  No
- 240 (i) Do you have keys for all exterior doors, including garage doors in the  
 241 home? . . . . . Yes  No
- 242 List locks without keys \_\_\_\_\_
- 243 (j) Are you aware of any violation of zoning, setbacks or restrictions, or  
 244 non-conforming uses? . . . . . Yes  No
- 245 (k) Are you aware of any unrecorded interests affecting the Property? . . . . . Yes  No
- 246 (l) Are you aware of anything that would interfere with giving clear title to  
 247 the BUYER? . . . . . Yes  No
- 248 (m) Are you aware of any existing or threatened condemnation or other legal  
 249 action pertaining to the Property? . . . . . Yes  No
- 250 (n) Are you aware of any litigation or settlement pertaining to this Property? . . . . . Yes  No
- 251 (o) Have you added any insulation since you have owned the Property? . . . . . Yes  No
- 252 (p) Have you replaced any appliances that remain with the Property in the  
 253 past five years? . . . . . Yes  No
- 254 (q) Are there any transferable warranties on the Property or any of its  
 255 components? . . . . . Yes  No
- 256 (r) Have you made any insurance or other claims pertaining to this Property  
 257 in the past 5 years? . . . . . Yes  No
- 258 (s) If yes, were repairs from claim(s) completed? . . . . . Yes  No
- 259 Are you aware of any use of synthetic stucco in the Property? . . . . . Yes  No

260 **If any of the answers in this section are "Yes", (except g), explain in detail:** \_\_\_\_\_  
 261 \_\_\_\_\_  
 262 \_\_\_\_\_

263 **15. UTILITIES:** Identify the name and phone number for utilities listed below.

264 Electric Company Name - Westan Phone 800-383-1183  
 265 Gas Company Name - Home Oil Phone 785-363-7931  
 266 Water Company Name - Rural water Phone 7

267 **16. FIXTURES, EQUIPMENT AND APPLIANCES (FILL IN ALL BLANKS)**

268 The Residential Real Estate Sale Contract, not the Seller's Disclosure Statement, the MLS, or other  
 269 promotional material, provides for what is included in the sale of the property. All existing  
 270 improvements on Property (if any) and appurtenances, fixtures and equipment, whether buried,  
 271 nailed, bolted, screwed, glued or otherwise permanently attached to Property are expected to remain  
 272 with Property unless excluded from the sale in the Residential Real Estate Sale Contract.

273  
 274 **OS = Operating and Staying with the Property (Any item that is performing its intended**  
 275 **function)**

276 **NO = Not Operating but Staying with the Property**

277 **NA = Not applicable**

278 **NS = Not staying with the Property**

280	<u>OS</u> Air Conditioning Window Units, # _____	_____ Garage door opener(s)	_____ Sprinkler System _____
281	_____ Air Conditioning Central System	_____ Garage Door Transmitter(s), # _____	_____ Sprinkler System Back Flow Valve
282	<u>OS</u> Attic Fan	_____ Gas Grill	_____ Sprinkler System Auto Timer
283	_____ Ceiling Fans, # _____	_____ Gas Yard Light	_____ Statuary/Yard Art
284	_____ Central vac and attachments	_____ Humidifier	<u>OS</u> Stove, _____ Elec. <u>X</u> Gas
285			
286	_____ Dishwasher	_____ Intercom	_____ Stove Downdraft Cooktop
287	_____ Disposal	_____ Laundry – Washer	_____ Stove Oven _____ Elec. _____ Gas
288	_____ Doorbell	_____ Laundry – Dryer	_____ Stove Oven – Convection
289	_____ Electric air cleaner or purifier	_____ Microwave Oven	_____ Stove/Oven Clock Timer
290	_____ Exhaust fan(s) – baths	_____ Propane Tank	_____ Stove Vent Hood
291		_____ Own _____ Lease	
292	_____ Fireplace heat recirculator	<u>OS</u> Refrigerator	_____ Sump Pump
293	_____ Fireplace insert	Location of Refrigerator <u>Kitchen</u>	_____ Swimming Pool
294	_____ Fireplace Gas Logs	_____ Security System	_____ Swimming Pool Heater
295	_____ Fireplace Gas Starter	_____ Owned _____ Leased	_____ Swimming Pool Equipment
296	_____ Fireplace – wood burning stove	_____ Smoke Detector(s), # _____	_____ Trash Compactor
297			
298	_____ Fountain(s)	_____ Spa/Hot Tub	_____ TV Antenna/Receiver/Satellite Dish
299	_____ Furnace/heat pump/other htg system	_____ Spa/Sauna	_____ Own _____ Lease
300	_____ Other _____	_____ Spa Equipment	_____ Water Softener and/or purifier
301	_____ Other _____	_____ Other _____	_____ Own _____ Lease
302	_____ Other _____	_____ Other _____	_____ Other _____

304 **17. ADDITIONAL DISCLOSURES**

305 Disclose any material information or property inspections and describe any significant repairs,  
 306 improvements or alterations to Property not fully revealed above. If applicable, state who did the work.  
 307 Attach to this disclosure any repair estimates, inspection reports, invoices, notices or other documents  
 308 describing or referring to the matters revealed herein:

309 \_\_\_\_\_

310 \_\_\_\_\_

311 \_\_\_\_\_

312 \_\_\_\_\_

313 \_\_\_\_\_

314 \_\_\_\_\_

315 \_\_\_\_\_

316 \_\_\_\_\_

317 \_\_\_\_\_

318 The undersigned SELLER represents that the information set forth in the foregoing Disclosure Statement  
319 is accurate and complete. SELLER does not intend this Disclosure Statement to be a warranty or  
320 guarantee of any kind. SELLER hereby authorizes their agent to provide this information to prospective  
321 BUYER of the property and to real estate brokers and salespeople. SELLER will promptly notify  
322 Licensee assisting the SELLER, in writing, if any information in this disclosure changes prior to  
323 Closing, and Licensee assisting the SELLER will promptly notify Licensee assisting the BUYER,  
324 in writing, of such changes. (Initial and date any changes and/or attach a list of additional  
325 changes. If attached, # \_\_\_\_\_ of pages).

326  
327 IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.  
328  
329  
330

331 \_\_\_\_\_  
SELLER DATE SELLER DATE

332  
333 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**  
334

- 335 1. I understand and agree that the information in this form is limited to information of which SELLER has  
336 actual knowledge and that SELLER need only make an honest effort at fully revealing the information  
337 requested.
- 338 2. This property is being sold to me without warranties or guaranties of any kind by SELLER or Broker(s)  
339 or agents concerning the condition or value of the Property.
- 340 3. I agree to verify any of the above information, and any other important information provided by  
341 SELLER or Broker (including any information obtained through the Multiple Listing Service) by an  
342 independent investigation of my own. I have been specifically advised to have Property examined by  
343 professional inspectors.
- 344 4. I acknowledge that neither SELLER nor Broker is an expert at detecting or repairing physical defects  
345 in Property.
- 346 5. I specifically represent that there are no important representations concerning the condition or value of  
347 Property made by SELLER or Broker on which I am relying except as may be fully set forth in writing  
348 and signed by them.

349  
350  
351 \_\_\_\_\_  
352 BUYER DATE BUYER DATE

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