

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

1 SELLER: SCOTT WILKENS
2 PROPERTY: 1275 HERITAGE RD LENN, KS
3

4 **1. SELLER'S INSTRUCTIONS**

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

9
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 that BUYER may wish to obtain. It is not a warranty of any
13 kind by SELLER or a warranty or representation by the Broker(s) or their licensees.

14
15 **3. OCCUPANCY**

16 Approximate age of Property? 1955 How long have you owned? lifetime
17 Does SELLER currently occupy the Property? Yes No
18 If not, how long has it been since SELLER occupied the Property? N/A years/months.

19
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 stake 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 BOUNDARIES ARE MARKED BY FENCE

43 **5. ROOF:**

- 44 (a) Approximate Age: 8-2007 years Unknown Type: SINGLE
- 45 (b) Have there been any problems with the roof, flashing or rain gutters? Yes No
- 46 If so, what was the date of the occurrence _____
- 47 (c) Have there been any repairs to the roof, flashing or rain gutters? Yes No
- 48 Date of and company performing such repairs / _____
- 49 (d) Has there been any roof replacement? Yes No
- 50 If yes, was it: Complete or Partial
- 51 (e) What is the number of layers currently in place: 2 layers, or Unknown.

52 **If any of the answers in this section are "Yes", explain in detail below: (All available warranties and**

53 **other documentation are attached)** NEW ROOF IN AUGUST OF LAST YEAR

54 ALSO GUTTERS WERE REPLACED

55 _____

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57 _____

58 **6. INFESTATION – ARE YOU AWARE OF:**

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

71 **If any of the answers in this section are "Yes", explain in detail (attach any receipts):** _____

72 _____

73 _____

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75 _____

76 **7. STRUCTURAL, BASEMENT AND CRAWL SPACE ITEMS – ARE YOU AWARE OF:**

- 77 (a) Movement, shifting, deterioration, or other problems with walls, foundations,
- 78 crawl space or slab? Yes No
- 79 (b) Any cracks or flaws in the walls, ceilings, foundations, concrete slab,
- 80 crawl space, basement floor or garage? Yes No
- 81 (c) Any corrective action taken including, but not limited to piercing or bracing? Yes No
- 82 (d) Any water leakage or dampness in the house, crawl space or basement? Yes No
- 83 (e) Any dry rot, wood rot or similar conditions on the wood of the Property? Yes No
- 84 (f) Any problems with driveways, patios, decks, fences or retaining walls on
- 85 the Property? Yes No
- 86 (g) Any problems with fireplace and/or chimney? Yes No
- 87 Date of last cleaning? _____
- 88 (h) Does the Property have a sump pump? Yes No
- 89 (i) Any repairs or other attempts to control the cause or effect of any problem
- 90 described above? Yes No

91 **If any of the answers in this section are "Yes", explain in detail. When describing repairs or control**

92 **efforts, describe the location, extent, date, and name of the person who did the repair or control effort**

93 **and attach, if available, any inspection reports, estimates or receipts:** _____

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8. ADDITIONS AND/OR REMODELING:

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

If "Yes", explain: EAST SIDE OF HOUSE WAS ADDED IN 19

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

If "No", explain: _____

9. PLUMBING RELATED ITEMS:

- (a) What is the drinking water source? Public Private Well Cistern
If well water, state type _____ depth _____
diameter _____ age _____
- (b) If the drinking water source is a well, when was the water last checked for safety and what was the result of the test? _____
- (c) Is there a water softener on the Property? Yes No
(If so, is it: Leased Owned?)
- (d) Is there a water purifier system? Yes No
(If so, is it: Leased Owned?)
- (e) What type of sewage system serves the Property? Public Sewer, or Private Sewer, or Septic System, or Cesspool, or Lagoon, or Other _____
- (f) If there is a septic system, is there a sewage pump on the septic system? Yes No
- (g) Is there a grinder pump system? Yes No
- (h) If there is a privately owned system, when was the septic tank, cesspool, or sewage system last serviced? _____ By whom? _____
- (i) Is there a sprinkler system? Yes No
Does sprinkler system cover full yard? N/A Yes No
If "No", explain: _____
- (j) Is there a back flow prevention device on the lawn sprinkling system, sewer or pool? Yes No
- (k) Are you aware of any leaks, backups, or other problems relating to any of the plumbing, water, and sewage related systems? Yes No
- (l) Type of plumbing material currently used in the Property:
 Copper Galvanized Other _____
The location of the main water shut-off is _____
- (m) The location of the sewer line clean out trap is: OUTSIDE MASTER BATHROOM WINDOW

If your answer to any of the questions in this section is "Yes", explain in detail and provide available documentation: _____

10. HEATING AND AIR CONDITIONING:

(a) Does the Property have air conditioning? Yes No

Central Electric Central Gas Heat Pump Window Unit(s)

Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?

1. 10 YRS

2.

(b) Does the Property have heating systems? Yes No

Electric Fuel Oil Natural Gas Heat Pump Propane Fuel Tank Other

Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?

1. 5 YRS

2.

(c) Are there rooms without heat or air conditioning? Yes No

If yes, which room(s)?

(d) Does the Property have a water heater? Yes No

Electric Gas Solar

Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?

1. 2 YRS

2.

(e) Are you aware of any problems regarding these items? Yes No

If your answer to question 10(c) and/or 10(e) in this section is "Yes", explain in detail:

11. ELECTRICAL SYSTEM:

(a) Type of material used: Copper Aluminum Unknown

(b) Type of electrical panel(s): Breaker Fuse

Location of electrical panel(s): ENTRANCE HALL

Size of electrical panel (total amps), if known: 200

(c) Are you aware of any problem with the electrical system? Yes No

If "Yes", explain in detail:

12. HAZARDOUS CONDITIONS:

(a) Underground tanks on the Property? Yes No

(b) Landfill on the Property? Yes No

(c) Toxic substances on the Property, (e.g. tires, batteries, etc.)? Yes No

(d) Has the Property been tested for any of the above listed items? Yes No

(e) Radon in the property? Yes No

(f) Have you had the property tested for radon? Yes No

(g) Have you had the property tested for mold? Yes No

(h) Are you aware of any other environmental issues? Yes No

(i) Are you aware of any methamphetamine or controlled substances ever being used or manufactured on the Property? Yes No

(In Missouri, a separate disclosure is required if methamphetamine or other controlled substances have been present on or in the Property)

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

192
 193 **13. NEIGHBORHOOD INFORMATION AND HOMEOWNERS ASSOCIATIONS:**

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

215 **If the answer to any of the above questions is "Yes" except (c), explain in detail, including**
 216 **amounts, if applicable:** J-SIX OR JOHN KRAMER HAS RIGHT OF
 217 FIRST REFUSAL
 218 _____
 219 _____

220
 221 Homes Association dues which are paid in full until _____ in the amount of \$ N/A
 222 payable yearly monthly quarterly, sent to _____ and
 223 such includes: _____
 224 Homeowner's Association contact name, phone number, website, or email address: N/A
 225 _____
 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)/deeds of trust currently on the
 232 Property? Yes No
- 233 (d) Are there any violations of laws or regulations affecting the Property? Yes No
- 234 (e) Are you aware of any other conditions that may materially and adversely
 235 affect the value or desirability of the Property? Yes No
- 236 (f) Are you aware of any other condition that may prevent you from completing
 237 the sale of the Property? Yes No
- 238 (g) Are you aware of any general stains or pet stains to the carpet, the flooring

- 239 or sub-flooring? Yes No
- 240 (h) Do you have keys for all exterior doors, including garage doors in the
 241 home? Yes No
- 242 List locks without keys _____
- 243 (i) Are you aware of any violation of zoning, setbacks or restrictions, or
 244 non-conforming uses? Yes No
- 245 (j) Are you aware of any unrecorded interests affecting the Property? Yes No
- 246 (k) Are you aware of anything that would interfere with giving clear title to
 247 the BUYER? Yes No
- 248 (l) Are you aware of any existing or threatened legal action pertaining to
 249 the Property? Yes No
- 250 (m) Are you aware of any litigation or settlement pertaining to this Property? Yes No
- 251 (n) Have you added any insulation since you have owned the Property? Yes No
- 252 (o) Have you replaced any appliances that remain with the Property in the
 253 past five years? Yes No
- 254 (p) Are there any transferable warranties on the Property or any of its
 255 components? Yes No
- 256 (q) Have you made any insurance or other claims pertaining to this Property
 257 in the past 5 years? Yes No
- 258 If yes, were repairs from claim(s) completed? Yes No
- 259 (r) 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 ROOF AND LIGHTNING HIT GENERATOR
 262 _____
 263 _____
 264 _____

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

266 Electric Company Name - ROLLING HILLS Phone _____
 267 Gas Company Name - KANSAS GAS Phone _____
 268 Water Company Name - RURAL WATER JUST IRRIGATION Phone _____

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

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

276 **OS = Operating and Staying with the Property (Means the Item is performing its intended
 277 function)**

278 **EX = Staying with the Property but Excluded from Mechanical Repairs and cannot be an
 279 Unacceptable Condition**

280 **NA = Not applicable**

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

282	<u>NA</u> Air Conditioning Window Units, # _____	<u>OS</u> Garage door opener(s)	<u>OS</u> Sprinkler System _____
283	<u>OS</u> Air Conditioning Central System	<u>OS</u> Garage Door Transmitter(s), # <u>2</u>	<u>NA</u> Sprinkler System Back Flow Valve
284	<u>NA</u> Attic Fan	<u>NA</u> Gas Grill	<u>OS</u> Sprinkler System Auto Timer
285	<u>OS</u> Ceiling Fans, # <u>3</u>	<u>NA</u> Gas Yard Light	<u>NA</u> Statuary/Yard Art
286	<u>NA</u> Central vac & attachments	<u>NA</u> Humidifier	<u>NA</u> Stove, ___ Elec. ___ Gas
287	<u>OS</u> Dishwasher	<u>NA</u> Intercom	<u>NA</u> Stove Downdraft Cooktop
288	<u>OS</u> Disposal	<u>OS</u> Laundry – Washer	<u>OS</u> Stove Oven <u>V</u> Elec. ___ Gas
289	<u>OS</u> Doorbell	<u>OS</u> Laundry – Dryer	<u>OS</u> Stove Oven – Convection
290	<u>NA</u> Electric air cleaner or purifier	<u>OS</u> Microwave Oven	<u>OS</u> Stove/Oven Clock Timer
291	<u>OS</u> Electric Garage Door Opener(s)	<u>OS</u> Propane Tank	<u>OS</u> Stove Vent Hood
292	<u>OS</u> Exhaust fan(s) – baths	<u>OS</u> Refrigerator	<u>NA</u> Sump Pump
293	<u>NA</u> Fireplace heat re-circulator	Location of Refrigerator <u>KITCHEN</u>	<u>NA</u> Swimming Pool
294	<u>NA</u> Fireplace Insert	<u>NA</u> Security System	<u>NA</u> Swimming Pool Heater
295	<u>NA</u> Fireplace Gas Logs	___ Owned ___ Leased	<u>NA</u> Swimming Pool Equipment
296	<u>NA</u> Fireplace Gas Starter	<u>NA</u> Smoke Detector(s), # _____	<u>NA</u> Trash Compactor
297	<u>OS</u> Fireplace – wood burning stove	<u>OS</u> Spa/Hot Tub	<u>NA</u> TV Antenna/Receiver/Satellite Dish
298	<u>NA</u> Fountain(s)	<u>NA</u> Spa/Sauna	___ Own ___ Lease
299	<u>OS</u> Furnace/heat pump/other htg system	<u>NA</u> Spa Equipment	<u>NA</u> Water Softener and/or purifier
300	___ Other _____	___ Other _____	___ Own ___ Lease
301	___ Other _____	___ Other _____	___ Other _____

302
303 Disclose any material information and describe any significant repairs, improvements or alterations to
304 the Property not fully revealed above. If applicable, state who did the work. Attach to this disclosure any
305 repair estimates, reports, invoices, notices or other documents describing or referring to the matters
306 revealed herein: _____
307 _____
308 _____

309
310 The undersigned SELLER represents that the information set forth in the foregoing Disclosure Statement
311 is accurate and complete. SELLER does not intend this Disclosure Statement to be a warranty or
312 guarantee of any kind. SELLER hereby authorizes their agent to provide this information to prospective
313 BUYER of the property and to real estate brokers and salespeople. **SELLER will promptly notify**
314 **Licensee assisting the SELLER, in writing, if any information in this disclosure changes prior to**
315 **Closing, and Licensee assisting the SELLER will promptly notify Licensee assisting the BUYER,**
316 **in writing, of such changes. (Initial and date any changes and/or attach a list of additional**
317 **changes. If attached, # _____ of pages).**

318
319 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,**
320 **THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**
321 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**

322
323  11-27-24
324 _____
325 **SELLER** **DATE** **SELLER** **DATE**

326 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**

327

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

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BUYER

DATE

BUYER

DATE

warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Copyright January 2008. Last revised 10/07. All previous versions of this document may no longer be valid.