

Real Estate Disclosure Statement

Notice to the Buyer:

The following disclosures are made by the seller concerning the condition of the property and are provided on the basis of the seller's actual knowledge of the property on the date of this disclosure. These disclosures are not the representations of any real estate agent or other party. These disclosures are not intended to be a part of any written agreement between the buyer and seller. Unless you have waived the right of cancellation in your real estate sales agreement, you have five (5) business days from the date you receive this disclosure form to cancel your agreement by delivering to the seller a separate signed statement canceling your agreement. For a more comprehensive examination of this property, you are advised to obtain the services of a qualified specialists to inspect the property on your behalf. Examples of specialists are: architects, engineers, surveyors, plumbers, electricians, roofers, or real estate inspection services. The buyer and seller may wish to provide appropriate provisions in the sales agreement regarding any defects, repairs, or warranties. This disclosure shall not be construed to be a warranty of any kind by the seller.

This disclosure concerns the following property:

This disclosure is intended to satisfy the real estate disclosure requirements of the state in which this property is located. If additional information is required, I have attached an explanation or information to this statement and intend that such attachments be considered as part of this disclosure statement.

YES or NO

1. Do you have legal authority to sell this property?
2. Is the title to this property subject to any leases or rental agreements?
 - a. If yes, explain:
3. Is there a boundary survey available for this property?
 - b. If yes, explain
4. Are you aware of any of the following:
If yes to any, please explain on an attachment.
 - a. Encroachments or boundary disputes?
 - b. Any written agreements for easements or rights of way?
 - c. Pending or existing assessments against the property?
 - d. Zoning or building code violations, or non-conforming uses?
 - e. Covenants, conditions, or restrictions that affect the property?
 - f. Any pending or anticipated legal disputes concerning the property?
 - g. Any liens against the property?
 - h. Any major changes planned in neighborhood zoning or uses?
 - i. Any planned or anticipated changes in adjacent properties?
 - j. Any landslides or erosion on this or adjacent property?

- k. Any landfills or dumps within one mile of the property?
 - l. Any hazards or hazardous materials on or near the property?
 - m. Any soil settling, standing water, or drainage problems on the property?
 - n. Any fill material in or under the property?
 - o. Any damage to property from fire, wind, floods, earthquakes, or landslides?
 - p. Any environmental hazards on or near the property?
 - q. Any underground or aboveground storage tanks on the property?
 - r. Any greenbelt or utility easements affecting the property?
5. Is there a Home Owners' Association?
- a. If yes, the name of it is:
 - b. Are there any regular assessments?
Amount: \$
 - c. Are there any pending special assessments?
 - d. Are there any association or other joint maintenance agreements?
If yes, explain or attach:
6. Has the property ever been flooded?
7. Is the property within a designated flood plain or flood way?
8. The source of household water is:
- a. Are there any water pressure problems?
9. If the property is serviced by a water well:
- a. Is the well solely owned or shared?
 - b. Are there any written agreements regarding well usage?
If yes, explain or attach:
 - c. Are there any known problems or repairs needed?
 - d. Does the well provide adequate year-round water supply?
 - e. Has water been tested recently?
 - f. Is water treated before use?
10. Are there any irrigation water rights for the property?
11. Is there an outdoor sprinkler system for the property?
- a. Are there any defects in the system?
12. The sewage disposal system for this property is:
- a. Are there any known problems with this system?
 - b. Do all plumbing fixtures, including floor or laundry drains, go to this system?
 - c. If a septic tank system, when was it last pumped?
 - d. If a septic tank system, when was it last inspected?
 - e. If a septic tank system, is the drainfield located entirely on this property?
 - f. If a septic tank system, was it approved and is the permit available?
13. What is the approximate age of the roof?
- a. Is there a roof warranty?

If yes, explain or attach:

- b. If yes, is the warranty transferable?
 - c. Does the roof leak?
 - d. Has the roof ever been repaired?
14. Have there been any additions, conversions, or remodeling of the property?
- a. If yes, were all building permits and inspections obtained?
15. What is the age of the house?
- a. Has there been any settling or sliding of the house or any other structures?
16. Are you aware of any defects in any of the following:
- If yes to any, explain:
- a. Foundations?
 - b. Decks or patios?
 - c. Exterior walls?
 - d. Chimneys and fireplaces?
 - e. Interior walls?
 - f. Fire alarms and smoke detectors?
 - g. Windows or doors?
 - h. Pools, hot tubs, or saunas?
 - i. Sidewalks?
 - j. Garage?
 - k. Floors or walkways?
 - l. Wood stoves?
 - m. Electrical system?
 - n. Plumbing system?
 - o. Hot water tanks?
 - p. Garbage disposal?
 - q. Appliances?
 - r. Sump pump?
 - s. Heating and cooling system?
 - t. Security system?
 - u. Other (explain)?
17. Has a termite and/or pest inspection been performed recently?
- a. If yes, when:
18. Has a dry rot or structural inspection been performed recently?
- a. If yes, when:
19. Are you aware of any other conditions or defects which affect this property?

The foregoing answers and attached explanations (if any) are complete and correct to the best of my knowledge on the date signed. I authorize all of my real estate licensees or

agents to deliver a copy of this disclosure statement to other real estate licensees or agents and to all prospective buyers of the property.

Date of Seller's signing

Signature of seller

Printed Name of seller

Signature of seller

Printed Name of seller

Buyer's Acknowledgment

1. As buyer, I acknowledge my duty to pay diligent attention to any material defects which are known to me or can be known to me by using diligent attention and observation.
2. I understand that the disclosures set forth in this statement and any amendments and attachments are made only by the seller.
3. I hereby acknowledge receipt of a copy of this disclosure statement and any attachments bearing seller's signature.

Unless you have waived the right of cancellation in your real estate sales agreement, you have five (5) business days from the date you receive this disclosure form to cancel your agreement by delivering to the seller a separate signed statement canceling your agreement.

Date of receipt by Buyer

Signature of buyer

Printed Name of buyer

Signature of buyer

Printed Name of buyer