



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

1 **SELLER:** Bernadine M. Simms Trust

2 **PROPERTY:** 9208 Flint Circle, Shawnee, KS 66203

3
4 **1. NOTICE TO SELLER.**

5 Be as complete and accurate as possible when answering the questions in this disclosure. Attach
6 additional sheets if space is insufficient for all applicable comments. SELLER agrees to disclose to
7 BUYER all material defects, conditions and facts **KNOWN TO SELLER** which may materially affect the
8 value of the Property. Non-occupant SELLERS are not relieved of this obligation. This disclosure
9 statement is designed to assist SELLER in making these disclosures. Licensee(s), prospective buyers
10 and buyers will rely on this information.

11
12 **2. NOTICE TO BUYER.**

13 This is a disclosure of SELLER'S knowledge of the Property as of the date signed by SELLER and is not
14 a substitute for any inspections or warranties that BUYER may wish to obtain. It is not a warranty of any
15 kind by SELLER or a warranty or representation by the Broker(s) or their licensees.

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17 **3. OCCUPANCY.**

18 Approximate age of Property? 35 yrs ~~40 yrs~~ How long have you owned? 27 yrs
19 Does SELLER currently occupy the Property? Yes No
20 If "No", how long has it been since SELLER occupied the Property? _____ years/months

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22 **4. LAND (SOILS, DRAINAGE AND BOUNDARIES). (IF RURAL OR VACANT LAND, ATTACH
23 SELLER'S LAND DISCLOSURE ALSO.) ARE YOU AWARE OF:**

- 24 (a) Any fill or expansive soil on the Property? Yes No
- 25 (b) Any sliding, settling, earth movement, upheaval or earth stability problems
26 on the Property? Yes No
- 27 (c) The Property or any portion thereof being located in a flood zone, wetlands
28 area or **proposed** to be located in such as designated by FEMA which
29 requires flood insurance? Yes No
- 30 (d) Any drainage or flood problems on the Property or adjacent properties? Yes No
- 31 (e) Any flood insurance premiums that you pay? Yes No
- 32 (f) Any need for flood insurance on the Property? Yes No
- 33 (g) Any boundaries of the Property being marked in any way? Yes No
- 34 (h) The Property having had a stake survey? If "Yes", attach copy. Yes No
- 35 (i) Any encroachments, boundary line disputes, or non-utility easements
36 affecting the Property? Yes No
- 37 (j) Any fencing on the Property? Yes No
38 If "Yes", does fencing belong to the Property? N/A Yes No
- 39 (k) Any diseased, dead, or damaged trees or shrubs on the Property? Yes No
- 40 (l) Any gas/oil wells, lines or storage facilities on Property or adjacent
41 property? Yes No

42 **If any of the answers in this section are "Yes" (except h), explain in detail (attach other
43 documentation):** The chainlink fencing belongs to property, the
44 privacy wood fence does not
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5. ROOF.

- (a) Approximate Age: 4 years Unknown Type: composition shingles
- (b) Have there been any problems with the roof, flashing or rain gutters? Yes No
If "Yes", what was the date of the occurrence? _____
- (c) Have there been any repairs to the roof, flashing or rain gutters? Yes No
Date of and company performing such repairs _____
- (d) Has there been any roof replacement? Yes No
If "Yes", was it: Complete or Partial
- (e) What is the number of layers currently in place? 1 layers or Unknown.

If any of the answers in this section are "Yes", explain in detail (attach all warranty information and other documentation): Roof w Complete roof replacement in 2000 10/19/00

6. INFESTATION. ARE YOU AWARE OF:

- (a) Any termites, wood destroying insects, or other pests on the Property? Yes No
- (b) Any damage to the Property by termites, wood destroying insects or other pests? Yes No
- (c) Any termite, wood destroying insects or other pest control treatments on the Property in the last five years? Yes No
If "Yes", list company, when and where treated _____
- (d) Any current warranty, bait stations or other treatment coverage by a licensed pest control company on the Property? Yes No
If "Yes", the annual cost of service renewal is \$ 92 and the time remaining on the service contract is 10 months (Check one) The treatment system stays with the Property or the treatment system is subject to removal by the treatment company if annual service fee is not paid.

If any of the answers in this section are "Yes", explain in detail (attach all warranty information and other documentation): Termite damage on front side wall support boards, and front bedroom window. The wall support has been repaired

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

- (a) Any movement, shifting, deterioration, or other problems with walls, foundations, crawl space or slab? Yes No
- (b) Any cracks or flaws in the walls, ceilings, foundations, concrete slab, crawl space, basement floor or garage? Yes No
- (c) Any corrective action taken including, but not limited to piercing or bracing? .. Yes No
- (d) Any water leakage or dampness in the house, crawl space or basement? Yes No
- (e) Any dry rot, wood rot or similar conditions on the wood of the Property? Yes No
- (f) Any problems with driveways, patios, decks, fences or retaining walls on the Property? Yes No
- (g) Any problems with fireplace and/or chimney? Yes No
Date of last cleaning? unknown
- (h) Does the Property have a sump pump? Yes No
If "Yes", location: _____
- (i) Any repairs or other attempts to control the cause or effect of any problem described above? Yes No

If any of the answers in this section are "Yes" (except h), explain in detail (attach all warranty information and other documentation): some cracks in basement wall, minor rotations of stall plates; cracks in second patio, some dryrot in exterior trim boards

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 in detail: Termite damage in front wall support boards in basement repaired
- (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 in detail: _____

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 "Yes", is it: Leased Owned?
- (d) Is there a water purifier system? Yes No
If "Yes", is it: Leased Owned?
- (e) What type of sewage system serves the Property? Public Sewer Private Sewer
 Septic System Cesspool Lagoon Other _____
- (f) The location of the sewer line clean out trap is: Basement
- (g) Is there a sewage pump on the septic system? N/A Yes No
- (h) Is there a grinder pump system? Yes No
- (i) If there is a privately owned system, when was the septic tank, cesspool, or sewage system last serviced? N/A By whom? _____
- (j) Is there a sprinkler system? Yes No
Does sprinkler system cover full yard and landscaped areas? N/A Yes No
If "No", explain in detail: _____
- (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: Basement
- (m) Is there a back flow prevention device on the lawn sprinkling system, sewer or pool? N/A Yes No

If your answer to (k) in this section is "Yes", explain in detail (attach available documentation): _____

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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 yr X Basement 5/6/10 LBA Air Condition
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. 10 yr X Basement 5/6/10 LBA
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 Capacity Last Date Serviced/By Whom?

1. 22 yr X Basement ???
2. _____

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

If "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): Basement

Size of electrical panel (total amps), if known: 100 amp (?)

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

If "Yes", explain in detail: Breakers are over sized
for wire & Furnace/AC unit

12. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:

(a) Any underground tanks on the Property? Yes No

(b) Any landfill on the Property? Yes No

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

(d) Any testing for any of the above-listed items on the Property? Yes No

(e) Any radon on the Property? Yes No

(f) Any testing for radon on the Property? Yes No

(g) Any testing for mold on the Property? Yes No

(h) Any other environmental issues? Yes No

(i) 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.)

If any of the answers in this section are "Yes", explain in detail (attach test results and other documentation):

13. NEIGHBORHOOD INFORMATION & HOMEOWNER'S ASSOCIATION. ARE YOU AWARE OF:

- (a) Any current/pending bonds, assessments, or special taxes that apply to Property? ... Yes No
(b) Any condition or proposed change in your neighborhood or surrounding area or having received any notice of such? ... Yes No
(c) The Property being subject to covenants, conditions, and restrictions of a Homeowner's Association or subdivision restrictions? ... Yes No
(d) Any violations of such covenants and restrictions? ... N/A Yes No
(e) The Homeowner's Association imposing its own transfer fee when the Property is sold? ... N/A Yes No
(f) Any defect, damage, proposed change or problem with any common elements or common areas? ... Yes No
(g) Any condition or claim which may result in any change to assessments or fees? ... Yes No
(h) Any streets that are privately owned? ... Yes No
(i) The Property being in a historic, conservation or special review district that requires any alterations or improvements to the Property be approved by a board or commission? ... Yes No
(j) The Property being subject to tax abatement? ... Yes No
(k) The Property being subject to a right of first refusal? ... Yes No

If any of the answers in this section are "Yes" (except c and e), explain in detail (attach other documentation):

Homeowner's Association dues are paid in full until in the amount of \$ payable yearly monthly quarterly, sent to and such includes:

Homeowner's Association contact name, phone number, website, or email address:

14. PRE-INSPECTION (INSPECTION DONE IN PREPARATION OF LISTING THE PROPERTY).

- (a) Has Property been pre-inspected? ... Yes No
If "Yes", attach copy of inspection report consisting of 46 number of pages.

15. OTHER MATTERS. ARE YOU AWARE OF:

- (a) Any of the following? Party walls Common areas Easement Driveways ... Yes No
(b) Any fire damage to the Property? ... Yes No
(c) Any liens, other than mortgage(s)/deeds of trust currently on the Property? ... Yes No
(d) Any violations of laws or regulations affecting the Property? ... Yes No
(e) Any other conditions that may materially affect the value or desirability of the Property? ... Yes No

- 245 (f) Any other condition, including but not limited to financial, that may prevent
246 you from completing the sale of the Property? Yes No
- 247 (g) Any general stains or pet stains to the carpet, the flooring or sub-flooring? .. Yes No
- 248 (h) Having keys for all exterior doors, including garage doors to the Property? .. Yes No
- 249 List locks without keys _____
- 250 (i) Any violations of zoning, setbacks or restrictions, or non-conforming uses? . Yes No
- 251 (j) Any unrecorded interests affecting the Property? Yes No
- 252 (k) Anything that would interfere with giving clear title to the BUYER? Yes No
- 253 (l) Any existing or threatened legal action pertaining to the Property? Yes No
- 254 (m) Any litigation or settlement pertaining to the Property? Yes No
- 255 (n) Any added insulation since you have owned the Property? Yes No
- 256 (o) Having replaced any appliances that remain with the Property in the
257 past five years? Yes No
- 258 (p) Any transferable warranties on the Property or any of its
259 components?..... Yes No
- 260 (q) Having made any insurance or other claims pertaining to the Property
261 in the past 5 years? Yes No
- 262 If "Yes", were repairs from claim(s) completed?..... N/A Yes No
- 263 (r) Any use of synthetic stucco on the Property? Yes No

264 **If any of the answers in this section are "Yes" (except h), explain in detail:** _____

265 Termite warranty with continuation of annual inspection
266 Roof has 1 year remaining on warranty
267 _____
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271 **16. UTILITIES.** Identify the name and phone number for utilities listed below.

272 Electric Company Name: _____ Phone # _____
273 Gas Company Name: _____ Phone # _____
274 Water Company Name: _____ Phone # _____
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276 **17. FIXTURES, EQUIPMENT AND APPLIANCES (FILL IN ALL BLANKS).**

277 The Residential Real Estate Sale Contract, including this paragraph of the residential Seller's
278 Disclosure and Condition of Property Addendum ("Seller's Disclosure"), not the MLS, or other
279 promotional material, provides for what is included in the sale of the Property. Items listed in the
280 "Additional Inclusions" or "Exclusions" in Subparagraphs 1a and 1b of the Contract supersede the
281 Seller's Disclosure and the printed list in Paragraph 1 of the Contract. If there are no "Additional
282 Inclusions" or "Exclusions" listed, the Seller's Disclosure and the printed list govern what is or is not
283 included in this sale. If there are differences between the Seller's Disclosure and the Paragraph 1
284 list, the Seller's Disclosure governs. Unless modified by the Seller's Disclosure and/or the "Additional
285 Inclusions" and/or the "Exclusions" in Paragraph 1a and/or 1b, all existing improvements on the
286 Property (if any) and appurtenances, fixtures and equipment (which seller agrees to own free and
287 clear), whether buried, nailed, bolted, screwed, glued or otherwise permanently attached to Property
288 are expected to remain with Property.
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“OS” = Operating and Staying with the Property (any item that is performing its intended function).
 “EX” = Staying with the Property but Excluded from Mechanical Repairs; cannot be an Unacceptable Condition.
 “NA” = Not applicable (any item not present).
 “NS” = Not staying with the Property (item should be identified as “NS” below and addressed as an exclusion in the Contract).

<u>NA</u> Air Conditioning Window Units, #	<u>OS</u> Garage Door Transmitter(s), # <u>1</u>	<u>NA</u> Sprinkler System
<u>OS</u> Air Conditioning Central System	<u>NA</u> Gas Grill	<u>NA</u> Sprinkler System Back Flow Valve
<u>NA</u> Attached Audio/Visual Equipment	<u>NA</u> Gas Yard Light	<u>NA</u> Sprinkler System Auto Timer
<u>NA</u> Attic Fan	<u>NA</u> Humidifier	<u>NA</u> Statuary/Yard Art
<u>OS</u> Ceiling Fans, # <u>2</u>	<u>NA</u> Intercom	<u>OS</u> Stove, <u>X</u> Elec. <u>Gas</u>
<u>NA</u> Central Vac and Attachments	<u>OS</u> Laundry – Washer	<u>NA</u> Stove Downdraft Cooktop
<u>OS</u> Dishwasher	<u>OS</u> Laundry – Dryer	<u>OS</u> Stove/Oven <u>X</u> Elec. <u>Gas</u>
<u>OS</u> Disposal	<u>OS</u> Microwave Oven	<u>NA</u> Stove/Oven – Convection
<u>OS</u> Doorbell	<u>NA</u> Propane Tank	<u>OS</u> Stove/Oven Clock Timer
<u>NA</u> Electric Air Cleaner or Purifier	<u>OS</u> <u>Owned</u> <u>Leased</u>	<u>NA</u> Stove Vent Hood
<u>NA</u> Exhaust Fan(s) – Baths	<u>OS</u> Refrigerator	<u>NA</u> Sump Pump
<u>NA</u> Fireplace Heat Re-circulator	Location of Refrigerator <u>Kitchen</u>	<u>NA</u> Swimming Pool
<u>NA</u> Fireplace Insert	<u>NA</u> Security System	<u>NA</u> Swimming Pool Heater
<u>OS</u> Fireplace Gas Logs	<u>OS</u> <u>Owned</u> <u>Leased</u>	<u>NA</u> Swimming Pool Equipment
<u>NA</u> Fireplace Gas Starter	<u>OS</u> Smoke Detector(s), # <u>2</u>	<u>NA</u> Trash Compactor
<u>NA</u> Fireplace – Wood Burning Stove	<u>NA</u> Spa/Hot Tub	<u>NA</u> TV Antenna/Receiver/Satellite Dish
<u>NA</u> Fountain(s)	<u>NA</u> Spa/Sauna	<u>OS</u> <u>Owned</u> <u>Leased</u>
<u>OS</u> Furnace/heat Pump/other Htg System	<u>NA</u> Spa Equipment	<u>NA</u> Water Softener and/or purifier
<u>OS</u> Garage Door Opener(s)	<u>Other</u>	<u>OS</u> <u>Owned</u> <u>Leased</u>
<u>Other</u>	<u>Other</u>	<u>Other</u>
<u>Other</u>	<u>Other</u>	<u>Other</u>

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

The undersigned SELLER represents, to the best of their knowledge, the information set forth in the foregoing Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure Statement to be a warranty or guarantee of any kind. SELLER hereby authorizes the Licensee assisting SELLER to provide this information to prospective BUYER of the Property and to real estate brokers and salespeople. **SELLER will promptly notify Licensee assisting the SELLER, in writing, if any information in this disclosure changes prior to Closing, and Licensee assisting the SELLER will promptly notify Licensee assisting the BUYER, in writing, of such changes. (SELLER and BUYER initial and date any changes and/or attach a list of additional changes. If attached, # of pages).**

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

Bernadine Surino 6/25/10 _____
 SELLER DATE SELLER DATE

346 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**

- 347
- 348 1. I understand and agree the information in this form is limited to information of which SELLER has
- 349 actual knowledge and SELLER need only make an honest effort at fully revealing the information
- 350 requested.
- 351 2. This Property is being sold to me without warranties or guaranties of any kind by SELLER, Broker(s)
- 352 or agents concerning the condition or value of the Property.
- 353 3. I agree to verify any of the above information, and any other important information provided by
- 354 SELLER or Broker (including any information obtained through the Multiple Listing Service) by an
- 355 independent investigation of my own. I have been specifically advised to have Property examined by
- 356 professional inspectors.
- 357 4. I acknowledge neither SELLER nor Broker is an expert at detecting or repairing physical defects in
- 358 Property.
- 359 5. I specifically represent there are no important representations concerning the condition or value of
- 360 Property made by SELLER or Broker on which I am relying except as may be fully set forth in writing
- 361 and signed by them.

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BUYER **DATE** **BUYER** **DATE**

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No 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 2010. Last revised 11/09. All previous versions of this document may no longer be valid.