



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

SELLER (Indicate Marital Status): Richard and Marilyn Donovan Trust, Michael S. Donovan (Trustee)

PROPERTY: 33045 W. 175th St., Gardner, KS 66030

1. NOTICE TO SELLER.

Be as complete and accurate as possible when answering the questions in this disclosure. Attach additional sheets if space is insufficient for all applicable comments. SELLER understands that the law requires disclosure of any material defects, known to SELLER, in the Property to prospective Buyer(s) and that failure to do so may result in civil liability for damages. Non-occupant SELLERS are not relieved of this obligation. This disclosure statement is designed to assist SELLER in making these disclosures. Licensee(s), prospective buyers and buyers will rely on this information.

2. NOTICE TO BUYER.

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

3. OCCUPANCY.

Approximate age of Property? 80 YRS How long have you owned? 28 YRS
Does SELLER currently occupy the Property? Yes No X
If "No", how long has it been since SELLER occupied the Property? N/A years/months

X SELLER has never occupied the Property. SELLER to answer all questions to the best of SELLER'S knowledge.

4. TYPE OF CONSTRUCTION. [ ] Manufactured [ ] Modular [X] Conventional/Wood Frame
[ ] Mobile [ ] Other

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

- a. Any fill or expansive soil on the Property? Yes No X
b. Any sliding, settling, earth movement, upheaval or earth stability problems on the Property? Yes No X
c. The Property or any portion thereof being located in a flood zone, wetlands area or proposed to be located in such as designated by FEMA which requires flood insurance? Yes No X
d. Any drainage or flood problems on the Property or adjacent properties? Yes No X
e. Any flood insurance premiums that you pay? Yes No X
f. Any need for flood insurance on the Property? Yes No X
g. Any boundaries of the Property being marked in any way? Yes No X
h. The Property having had a stake survey? Yes No X
i. Any encroachments, boundary line disputes, or non-utility easements affecting the Property? Yes No X
j. Any fencing on the Property? Yes No X
If "Yes", does fencing belong to the Property? N/A X Yes No
k. Any diseased, dead, or damaged trees or shrubs on the Property? Yes No X
l. Any gas/oil wells, lines or storage facilities on Property or adjacent property? Yes No X
m. Any oil/gas leases, mineral, or water rights tied to the Property? Yes No X

If any of the answers in this section are "Yes", explain in detail or attach other documentation:

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- 55 6. ROOF.
- 56 a. Approximate Age: 4 years  Unknown Type: ASPHALT SHINGLE
- 57 b. Have there been any problems with the roof, flashing or rain gutters? ..... Yes  No
- 58 If "Yes", what was the date of the occurrence? \_\_\_\_\_
- 59 c. Have there been any repairs to the roof, flashing or rain gutters? ..... Yes  No
- 60 Date of and company performing such repairs \_\_\_\_\_ / \_\_\_\_\_
- 61 d. Has there been any roof replacement? ..... Yes  No
- 62 If "Yes", was it:  Complete or  Partial
- 63 e. What is the number of layers currently in place? 1 layers or  Unknown.

64

65 If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other

66 documentation: \_\_\_\_\_

67 \_\_\_\_\_

68 \_\_\_\_\_

- 69
- 70 7. INFESTATION. ARE YOU AWARE OF:
- 71 a. Any termites, wood destroying insects, or other pests on the Property? ..... Yes  No
- 72 b. Any damage to the Property by termites, wood destroying insects or other
- 73 pests? ..... Yes  No
- 74 c. Any termite, wood destroying insects or other pest control treatments on the
- 75 Property in the last five (5) years? ..... Yes  No
- 76 If "Yes", list company, when and where treated \_\_\_\_\_
- 77 d. Any current warranty, bait stations or other treatment coverage by a licensed
- 78 pest control company on the Property? ..... Yes  No
- 79 If "Yes", the annual cost of service renewal is \$ \_\_\_\_\_ and the time
- 80 remaining on the service contract is \_\_\_\_\_.
- 81 (Check one)  The treatment system stays with the Property or  the treatment system is
- 82 subject to removal by the treatment company if annual service fee is not paid.

83

84 If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other

85 documentation: \_\_\_\_\_

86 \_\_\_\_\_

87 \_\_\_\_\_

- 88
- 89 8. STRUCTURAL, BASEMENT/CRAWL SPACE, FIREPLACE AND EXTERIOR ITEMS.
- 90 ARE YOU AWARE OF:
- 91 a. Any movement, shifting, deterioration, or other problems with walls, foundations,
- 92 crawl space or slab? ..... Yes  No
- 93 b. Any cracks or flaws in the walls, ceilings, foundations, concrete slab,
- 94 crawl space, basement floor or garage? ..... Yes  No
- 95 c. Any corrective action taken including, but not limited to piercing or bracing? ..... Yes  No
- 96 d. Any water leakage or dampness in the house, crawl space or basement? ..... Yes  No
- 97 e. Any dry rot, wood rot or similar conditions on the wood of the Property? ..... Yes  No
- 98 f. Any problems with windows or exterior doors? ..... Yes  No
- 99 g. Any problems with driveways, patios, decks, fences or retaining walls on the Property? ..... Yes  No
- 100 h. Any problems with fireplace including, but not limited to firebox, chimney,
- 101 chimney cap and/or gas line? ..... N/A  Yes  No
- 102 Date of any repairs, inspection(s) or cleaning? \_\_\_\_\_
- 103 Date of last use? \_\_\_\_\_
- 104 i. Does the Property have a sump pump? ..... Yes  No
- 105 If "Yes", location: \_\_\_\_\_
- 106 j. Any repairs or other attempts to control the cause or effect of any problem described above? ..... Yes  No

107

108 If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other

109 documentation: \_\_\_\_\_

110 \_\_\_\_\_

111 \_\_\_\_\_

112

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- 112 **9. ADDITIONS AND/OR REMODELING.**
- 113 a. Are you aware of any additions, structural changes, or other material alterations to
- 114 the Property? ..... Yes  No
- 115 If "Yes", explain in detail: \_\_\_\_\_
- 116 \_\_\_\_\_
- 117 b. If "Yes", were all necessary permits and approvals obtained, and was all work in
- 118 compliance with building codes? ..... N/A  Yes  No
- 119 If "No", explain in detail: \_\_\_\_\_
- 120 \_\_\_\_\_
- 121
- 122 **10. PLUMBING RELATED ITEMS.**
- 123 a. What is the drinking water source?  Public  Private  Well  Cistern  Other: \_\_\_\_\_
- 124 If well water, state type \_\_\_\_\_ depth \_\_\_\_\_ diameter \_\_\_\_\_ age \_\_\_\_\_
- 125 b. If the drinking water source is a well, has water been tested for safety? ..... N/A  Yes  No
- 126 If "Yes", when was the water last checked for safety? \_\_\_\_\_ (attach test results)
- 127 c. Is there a water softener on the Property? ..... Yes  No
- 128 If "Yes", is it:  Leased  Owned?
- 129 d. Is there a water purifier system? ..... Yes  No
- 130 If "Yes", is it:  Leased  Owned?
- 131 e. What type of sewage system serves the Property?  Public Sewer  Private Sewer
- 132  Septic System, Number of Tanks \_\_\_\_\_/\_\_\_\_  Cesspool  Lagoon  Other \_\_\_\_\_
- 133 f. Approximate location of septic tank and/or absorption field: \_\_\_\_\_
- 134 \_\_\_\_\_
- 135 g. The location of the sewer line clean out trap is: \_\_\_\_\_
- 136 h. Is there a sewage pump on the septic system? ..... N/A  Yes  No
- 137 i. Is there a grinder pump system? ..... Yes  No
- 138 j. If there is a privately owned system, when was the septic tank, cesspool, or sewage
- 139 system last serviced? \_\_\_\_\_ By whom? \_\_\_\_\_
- 140 k. Is there a sprinkler system? ..... Yes  No
- 141 Does sprinkler system cover full yard and landscaped areas? ..... N/A  Yes  No
- 142 If "No", explain in detail: \_\_\_\_\_
- 143 l. Are you aware of any leaks, backups, or other problems relating to any of the
- 144 plumbing, water, and sewage related systems? ..... Yes  No
- 145 m. Type of plumbing material currently used in the Property:
- 146  Copper  Galvanized  PVC  PEX  Other \_\_\_\_\_
- 147 The location of the main water shut-off is: \_\_\_\_\_
- 148 n. Is there a back flow prevention device on the lawn sprinkling system,
- 149 sewer or pool? ..... N/A  Yes  No
- 150
- 151 **If your answer to (l) in this section is "Yes", explain in detail or attach available**
- 152 **documentation:** \_\_\_\_\_
- 153 \_\_\_\_\_
- 154 \_\_\_\_\_

  
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- 155 **11. HEATING AND AIR CONDITIONING.**
- 156 a. Does the Property have air conditioning? ..... Yes  No
- 157  Central Electric  Central Gas  Heat Pump  Window Unit(s)
- 158 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
- 159 1. \_\_\_\_\_
- 160 2. \_\_\_\_\_
- 161 b. Does the Property have heating systems? ..... Yes  No
- 162  Electric  Fuel Oil  Natural Gas  Heat Pump  Propane
- 163  Fuel Tank  Other \_\_\_\_\_
- 164 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
- 165 1. \_\_\_\_\_
- 166 2. \_\_\_\_\_
- 167 c. Are there rooms without heat or air conditioning? ..... Yes  No
- 168 If "Yes", which room(s)? \_\_\_\_\_
- 169 d. Does the Property have a water heater? ..... Yes  No
- 170  Electric  Gas  Solar  Tankless
- 171 Unit Age of Unit Leased Owned Location Capacity Last Date Serviced/By Whom?
- 172 1. \_\_\_\_\_
- 173 2. \_\_\_\_\_
- 174 e. Are you aware of any problems regarding these items? ..... Yes  No
- 175 If "Yes", explain in detail: \_\_\_\_\_
- 176 \_\_\_\_\_
- 177 \_\_\_\_\_

- 178 **12. ELECTRICAL SYSTEM.**
- 179 a. Type of material used:  Copper  Aluminum  Unknown
- 180 b. Type of electrical panel(s):  Breaker  Fuse
- 181 Location of electrical panel(s): \_\_\_\_\_
- 182 Size of electrical panel(s) (total amps), if known: \_\_\_\_\_
- 183 c. Are you aware of any problem with the electrical system? ..... Yes  No
- 184 If "Yes", explain in detail: \_\_\_\_\_
- 185 \_\_\_\_\_
- 186 \_\_\_\_\_
- 187 \_\_\_\_\_
- 188 \_\_\_\_\_

- 189 **13. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:**
- 190 a. Any underground tanks on the Property? ..... Yes  No
- 191 b. Any landfill on the Property? ..... Yes  No
- 192 c. Any toxic substances on the Property (e.g. tires, batteries, etc.)? ..... Yes  No
- 193 d. Any contamination with radioactive or other hazardous material? ..... Yes  No
- 194 e. Any testing for any of the above-listed items on the Property? ..... Yes  No
- 195 f. Any professional testing/mitigation for radon on the Property? ..... Yes  No
- 196 g. Any professional testing/mitigation for mold on the Property? ..... Yes  No
- 197 h. Any other environmental issues? ..... Yes  No
- 198 i. Any controlled substances ever manufactured on the Property? ..... Yes  No
- 199 j. Any methamphetamine ever manufactured on the Property? ..... Yes  No
- 200 (In Missouri, a separate disclosure is required if methamphetamine or other controlled
- 201 substances have been produced on the Property, or if any resident of the Property has
- 202 been convicted of the production of a controlled substance.)
- 203

204 If any of the answers in this section are "Yes", explain in detail or attach test results and other

205 documentation: \_\_\_\_\_

206 \_\_\_\_\_

207 \_\_\_\_\_

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208 **14. NEIGHBORHOOD INFORMATION & HOMEOWNER'S ASSOCIATION. ARE YOU AWARE OF:**

- 209 a. The Property located outside of city limits? ..... Yes  No
- 210 b. Any current/pending bonds, assessments, or special taxes that
- 211 apply to Property? ..... Yes  No
- 212 If "Yes", what is the amount? \$ \_\_\_\_\_
- 213 c. Any condition or proposed change in your neighborhood or surrounding
- 214 area or having received any notice of such? ..... Yes  No
- 215 d. Any defect, damage, proposed change or problem with any
- 216 common elements or common areas? ..... Yes  No
- 217 e. Any condition or claim which may result in any change to assessments or fees? ..... Yes  No
- 218 f. Any streets that are privately owned? ..... Yes  No
- 219 g. The Property being in a historic, conservation or special review district that
- 220 requires any alterations or improvements to the Property be approved by a
- 221 board or commission? ..... Yes  No
- 222 h. The Property being subject to tax abatement? ..... Yes  No
- 223 i. The Property being subject to a right of first refusal? ..... Yes  No
- 224 If "Yes", number of days required for notice: \_\_\_\_\_
- 225 j. The Property being subject to covenants, conditions, and restrictions of a
- 226 Homeowner's Association or subdivision restrictions? ..... Yes  No
- 227 k. Any violations of such covenants and restrictions? ..... N/A  Yes  No
- 228 l. The Homeowner's Association imposing its own transfer fee and/or
- 229 initiation fee when the Property is sold? ..... N/A  Yes  No
- 230 If "Yes", what is the amount? \$ \_\_\_\_\_
- 231 m. The Property being subject to a Homeowners Association fee? ..... Yes  No
- 232 If "Yes", Homeowner's Association dues are paid in full until \_\_\_\_\_ in the amount of
- 233 \$ \_\_\_\_\_ payable  yearly  semi-annually  monthly  quarterly, sent to:
- 234 \_\_\_\_\_ and such includes:
- 235 \_\_\_\_\_
- 236 Homeowner's Association/Management Company contact name, phone number, website, or email address:
- 237 \_\_\_\_\_
- 238 \_\_\_\_\_
- 239 \_\_\_\_\_
- 240 n. The Property being subject to a secondary Master Community Homeowners Association fee?... Yes  No

242 If any of the answers in this section are "Yes" (except m), explain in detail or attach other documentation:

243 \_\_\_\_\_  
244 \_\_\_\_\_  
245 \_\_\_\_\_

246 **15. PREVIOUS INSPECTION REPORTS.**

- 247 Has Property been inspected in the last twelve (12) months? ..... Yes  No
- 248 If "Yes", a copy of inspection report(s) are available upon request.

249 **16. OTHER MATTERS. ARE YOU AWARE OF:**

- 250 a. Any of the following?
- 251  Party walls  Common areas  Easement Driveways ..... Yes  No
- 252 b. Any fire damage to the Property? ..... Yes  No
- 253 c. Any liens, other than mortgage(s)/deeds of trust currently on the Property? ..... Yes  No
- 254 d. Any violations of laws or regulations affecting the Property? ..... Yes  No
- 255 e. Any other conditions that may materially affect the value
- 256 or desirability of the Property? ..... Yes  No
- 257 f. Any other condition, including but not limited to financial, that may prevent
- 258 you from completing the sale of the Property? ..... Yes  No
- 259 g. Any animals or pets residing in the Property during your ownership? ..... Yes  No
- 260 h. Any general stains or pet stains to the carpet, the flooring or sub-flooring? ..... Yes  No
- 261 i. Missing keys for any exterior doors, including garage doors to the Property? ..... Yes  No
- 262 List locks without keys \_\_\_\_\_
- 263 j. Any violations of zoning, setbacks or restrictions, or non-conforming uses? ..... Yes  No
- 264 k. Any unrecorded interests affecting the Property? ..... Yes  No
- 265 l. Anything that would interfere with giving clear title to the BUYER? ..... Yes  No

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- 268 m. Any existing or threatened legal action pertaining to the Property? ..... Yes  No
- 269 n. Any litigation or settlement pertaining to the Property? ..... Yes  No
- 270 o. Any added insulation since you have owned the Property? ..... Yes  No
- 271 p. Having replaced any appliances that remain with the Property in the
- 272 past five (5) years? ..... Yes  No
- 273 q. Any transferable warranties on the Property or any of its
- 274 components? ..... Yes  No
- 275 r. Having made any insurance or other claims pertaining to the Property
- 276 in the past five (5) years? ..... Yes  No
- 277 If "Yes", were repairs from claim(s) completed? ..... N/A  Yes  No
- 278 s. Any use of synthetic stucco on the Property? ..... Yes  No
- 279

280 If any of the answers in this section are "Yes", explain in detail: \_\_\_\_\_

281 \_\_\_\_\_

282 \_\_\_\_\_

283 \_\_\_\_\_

284 \_\_\_\_\_

285 **17. UTILITIES.** Identify the name and phone number for utilities listed below.

286 Electric Company Name: EVERGY Phone # \_\_\_\_\_

287 Gas Company Name: KANSAS GAS Phone # \_\_\_\_\_

288 Water Company Name: \_\_\_\_\_ Phone # \_\_\_\_\_

289 Trash Company Name: \_\_\_\_\_ Phone # \_\_\_\_\_

290 Other: \_\_\_\_\_ Phone # \_\_\_\_\_

291 Other: \_\_\_\_\_ Phone # \_\_\_\_\_

292

293 **18. ELECTRONIC SYSTEMS AND COMPONENTS.**

294 Any technology or systems staying with the Property? ..... N/A  Yes  No

295 If "Yes" list: \_\_\_\_\_

296 \_\_\_\_\_

297 \_\_\_\_\_

298 \_\_\_\_\_

299 Upon Closing SELLER will provide BUYER with codes and passwords, or items will be reset to factory settings.

300

301 **19. FIXTURES, EQUIPMENT AND APPLIANCES (FILL IN ALL BLANKS).**

302 The Residential Real Estate Sale Contract, including this paragraph of the residential Seller's Disclosure and

303 Condition of Property Addendum ("Seller's Disclosure"), not the MLS, or other promotional material, provides for

304 what is included in the sale of the Property. Items listed in the "Additional Inclusions" or "Exclusions" in

305 Subparagraphs 1b and 1c of the Contract supersede the Seller's Disclosure and the pre-printed list in Paragraph 1

306 of the Contract. If there are no "Additional Inclusions" or "Exclusions" listed, the Seller's Disclosure and the pre-

307 printed list govern what is or is not included in this sale. If there are differences between the Seller's Disclosure and

308 the Paragraph 1 list, the Seller's Disclosure governs. Unless modified by the Seller's Disclosure and/or the

309 "Additional Inclusions" and/or the "Exclusions" in Paragraph 1b and/or 1c, all existing improvements on the Property

310 (if any) and appurtenances, fixtures and equipment (which seller agrees to own free and clear), whether buried,

311 nailed, bolted, screwed, glued or otherwise permanently attached to Property are expected to remain with Property,

312 including, but not limited to:

313

|                                         |                                        |
|-----------------------------------------|----------------------------------------|
| 314 Attached shelves, racks, towel bars | Fireplace grates, screens, glass doors |
| 315 Attached lighting                   | Mounted entertainment brackets         |
| 316 Attached floor coverings            | Plumbing equipment and fixtures        |
| 317 Bathroom vanity mirrors,            | Storm windows, doors, screens          |
| 318 attached or hung                    | Window blinds, curtains, coverings     |
| 319 Fences (including pet systems)      | and window mounting components         |

320

321

322 MMS Initials \_\_\_\_\_

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322 **Fill in all blanks using one of the abbreviations listed below.**  
 323 "OS" = Operating and Staying with the Property (any item that is performing its intended function).  
 324 "EX" = Staying with the Property but Excluded from Mechanical Repairs; cannot be an Unacceptable  
 325 Condition.  
 326 "NA" = Not applicable (any item not present).  
 327 "NS" = Not staying with the Property (item should be identified as "NS" below.)  
 328  
 329

330 \_\_\_ Air Conditioning Window Units, # \_\_\_  
 331  Air Conditioning Central System  
 332  Attic Fan  
 333  Ceiling Fan(s), # \_\_\_  
 334 \_\_\_ Central Vac and Attachments  
 335 \_\_\_ Closet Systems  
 336 \_\_\_ Location \_\_\_\_\_  
 337 \_\_\_ Doorbell  
 338 \_\_\_ Electric Air Cleaner or Purifier  
 339 \_\_\_ Electric Car Charging Equipment  
 340 \_\_\_ Exhaust Fan(s) – Baths  
 341 \_\_\_ Fences – Invisible & Controls  
 342 Fireplace(s), # \_\_\_  
 343 \_\_\_ Location #1 \_\_\_\_\_ Location #2 \_\_\_\_\_  
 344 \_\_\_ Chimney \_\_\_\_\_ Chimney \_\_\_\_\_  
 345 \_\_\_ Gas Logs \_\_\_\_\_ Gas Logs \_\_\_\_\_  
 346 \_\_\_ Gas Starter \_\_\_\_\_ Gas Starter \_\_\_\_\_  
 347 \_\_\_ Heat Re-circulator \_\_\_\_\_ Heat Re-circulator \_\_\_\_\_  
 348 \_\_\_ Insert \_\_\_\_\_ Insert \_\_\_\_\_  
 349 \_\_\_ Wood Burning Stove \_\_\_\_\_ Wood Burning Stove \_\_\_\_\_  
 350 \_\_\_ Other \_\_\_\_\_ Other \_\_\_\_\_  
 351 \_\_\_ Fountain(s)  
 352 \_\_\_ Furnace/Heat Pump/Other Heating System  
 353 \_\_\_ Garage Door Keyless Entry  
 354 \_\_\_ Garage Door Opener(s), # \_\_\_  
 355 \_\_\_ Garage Door Transmitter(s), # \_\_\_  
 356 \_\_\_ Gas Yard Light  
 357 \_\_\_ Humidifier  
 358 \_\_\_ Intercom  
 359 \_\_\_ Jetted Tub  
 360 **KITCHEN APPLIANCES**  
 361 Cooking Unit  
 362  Stove/Range  
 363 \_\_\_ Elec.  Gas \_\_\_ Convection  
 364  Built-in Oven  
 365  Elec. \_\_\_ Gas \_\_\_ Convection  
 366 \_\_\_ Cooktop \_\_\_ Elec. \_\_\_ Gas  
 367 \_\_\_ Microwave Oven  
 368 \_\_\_ Dishwasher  
 369 \_\_\_ Disposal  
 370 \_\_\_ Freezer  
 371 \_\_\_ Location \_\_\_\_\_  
 372 \_\_\_ Refrigerator (#1)  
 373 \_\_\_ Location \_\_\_\_\_  
 374 \_\_\_ Refrigerator (#2)  
 375 \_\_\_ Location \_\_\_\_\_  
 376 \_\_\_ Trash Compactor

\_\_\_ Laundry - Washer  
 \_\_\_ Laundry - Dryer  
 \_\_\_ Elec. \_\_\_ Gas  
**MOUNTED ENTERTAINMENT EQUIPMENT**  
 \_\_\_ Item #1 \_\_\_\_\_  
 \_\_\_ Location \_\_\_\_\_  
 \_\_\_ Item #2 \_\_\_\_\_  
 \_\_\_ Location \_\_\_\_\_  
 \_\_\_ Item #3 \_\_\_\_\_  
 \_\_\_ Location \_\_\_\_\_  
 \_\_\_ Item #4 \_\_\_\_\_  
 \_\_\_ Location \_\_\_\_\_  
 \_\_\_ Item #5 \_\_\_\_\_  
 \_\_\_ Location \_\_\_\_\_  
 \_\_\_ Outside Cooking Unit  
 \_\_\_ Propane Tank  
 \_\_\_ Owned \_\_\_ Leased  
 \_\_\_ Security System  
 \_\_\_ Owned \_\_\_ Leased  
 \_\_\_ Smoke/Fire Detector(s), # \_\_\_  
 \_\_\_ Shed(s), # \_\_\_  
 \_\_\_ Spa/Hot Tub  
 \_\_\_ Spa/Sauna  
 \_\_\_ Spa Equipment  
 \_\_\_ Sprinkler System Auto Timer  
 \_\_\_ Sprinkler System Back Flow Valve  
 \_\_\_ Sprinkler System (Components & Controls)  
 \_\_\_ Statuary/Yard Art  
 \_\_\_ Swing set/Playset  
 \_\_\_ Sump Pump(s), # \_\_\_  
 \_\_\_ Swimming Pool (Swimming Pool Rider Attached)  
 \_\_\_ Swimming Pool Heater  
 \_\_\_ Swimming Pool Equipment  
 \_\_\_ TV Antenna/Receiver/Satellite Dish  
 \_\_\_ Owned \_\_\_ Leased  
 \_\_\_ Water Heater(s)  
 \_\_\_ Water Softener and/or Purifier  
 \_\_\_ Owned \_\_\_ Leased  
 \_\_\_ Boat Dock, ID # \_\_\_\_\_  
 \_\_\_ Camera-Surveillance Equipment  
 \_\_\_ Generator  
 \_\_\_ Other \_\_\_\_\_  
 \_\_\_ Other \_\_\_\_\_  
 \_\_\_ Other \_\_\_\_\_  
 \_\_\_ Other \_\_\_\_\_  
 \_\_\_ Other \_\_\_\_\_  
 \_\_\_ Other \_\_\_\_\_

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

383  
384 The undersigned SELLER represents, to the best of their knowledge, the information set forth in the foregoing  
385 Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure Statement to be a warranty or  
386 guarantee of any kind. SELLER hereby authorizes the Licensee assisting SELLER to provide this information to  
387 prospective BUYER of the Property and to real estate brokers and licensees. **SELLER will promptly notify Licensee**  
388 **assisting the SELLER, in writing, if any information in this disclosure changes prior to Closing, and Licensee**  
389 **assisting the SELLER will promptly notify Licensee assisting the BUYER, in writing, of such changes. (SELLER**  
390 **and BUYER initial and date any changes and/or attach a list of additional changes. If attached, # \_\_\_\_\_ of**  
391 **pages).**  
392

393 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS**  
394 **DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**  
395 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**  
396

397  
398  
399  
400 Michael S. Donovan TRUSTEE 9/7/2023  
401 SELLER Michael S. Donovan, (Trustee) DATE SELLER DATE  
402

403 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**  
404

- 405 1. I understand and agree the information in this form is limited to information of which SELLER has actual knowledge  
406 and SELLER need only make an honest effort at fully revealing the information requested.  
407 2. This Property is being sold to me without warranties or guaranties of any kind by SELLER, Broker(s) or licensees  
408 concerning the condition or value of the Property.  
409 3. I agree to verify any of the above information, and any other important information provided by SELLER or Broker(s)  
410 (including any information obtained through the Multiple Listing Service) by an independent investigation of my own.  
411 I have been specifically advised to have Property examined by professional inspectors.  
412 4. I acknowledge neither SELLER nor Broker(s) is an expert at detecting or repairing physical defects in Property.  
413 5. I specifically represent there are no important representations concerning the condition or value of Property made  
414 by SELLER or Broker(s) on which I am relying except as may be fully set forth in writing and signed by them.  
415

416  
417  
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419 BUYER \_\_\_\_\_ DATE BUYER \_\_\_\_\_ DATE

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