R	P O Box 235 • 22 North Main • Albia, Iowa 52531	Page 1 o	f2				
REALTOR	ELLER DISCLOSURE OF PROPERTY CO (To be delivered prior to buyer making Offer to Buy	ONDITION (BASIC)	HOUSING RTUNITY				
Property A	dress: 1246 310th St., Bus	sey IA 5004	4				
Property Owner (Seller – please print per title):							

Purpose of Disclosure: Completion of this form is required under Iowa law which mandates Seller disclose condition and information about the property, unless the property is exempt.

Instructions to the Seller: (1) Complete this form yourself. (2) Report known conditions materially affecting the property and utilize ordinary care in obtaining the information. (3) Provide information in good faith and make a reasonable effort to ascertain the required information. (4) Additional pages or reports may be attached. (5) If some items do not apply to your property, write "NA" (not applicable). (6) All approximations must be identified "AP". If you do not know the facts, write or check UNKNOWN. (7) Keep a copy of this statement.

Exempt Properties: Properties exempted from the Seller's disclosure requirement include (IA Code 558A): Bare ground; prope containing 5 or more dwellings units; court ordered transfers; transfers by a power of attorney; foreclosures; lenders selling foreclos properties; fiduciaries in the course of an administration of an decedent's estate, guardianship, conservatorship, or trust; between jo tenants, or tenants in common; to or from any governmental division; quit claim deeds; intra family transfers; between divorcing spous commercial or agricultural property which has no dwellings.

Property is exempt because one or more of the above exemptions apply. (If exempt - STOP HERE – skip to signature line

Seller's Disclosure Statement: Seller discloses the following information regarding the property and certifies this information is true and accurate to the best of my/our knowledge as of the date signed. Seller authorizes Agent to provide a copy of this statement to any person or entity in connection with actual or anticipated sale of the property or as otherwise provided by law. This statement shall not be a warranty of any kind by Seller or Seller's Agent and shall not be intended as a substitute for any inspection or warrant the purchaser may wish to obtain. The following are representations made by Seller and are not the representations of Agent. The Agent has no independent knowledge of the condition of the property except that which is written on this form. Seller advises Buyer to obtain independent inspections relevant to Buyer.

## I. Property Conditions, Improvements and Additional Information:

- 1. Basement/Foundation: Has there been known water or other problems? Yes No Unknown If yes, please explain: <u>Repaired by Midwest Basement</u>. Est. 2010 - No existi 2. Roof: Any known problems? Yes No & Unknown Type\_\_\_\_\_\_ Unkn
- Date of repairs/replacement New roof est 2010Unknown Describe:

3. Well and pump: Any known problems? Yes No Unknown Type of well (depth/diameter), age and date of repair: well head rebuilt 2011-well services lives the water been tested? Yes No A. Unknown If yes, date of last report/results:

- 4. Septic tanks/drain fields: Any known problems? Yes no Unknown / Location of tank 20-4. South Unknown Age Unknown / Date tank last inspected Septic 2002 Unknown 5. Sewer: Any known problems? Yes No Any known repairs/replacement? Yes No Date of repairs
- 6. Heating system(s): Any known problems? Yes No Any known repairs/replacement? Yes No Date of repairs
- 7. Central Cooling system(s): Any known problems? Yes Nok Any known repairs/replacement? Yes No Date of repairs
- 8. Plumbing system(s): Any known problems? Yes No Any known repairs/replacement? Yes No Date of repairs
- 9. Electrical system(s): Any known problems? Yes No Any known repairs/replacement? Yes No Date of repairs

Seller initials

Serial# 069652-300141-7640298 Prepared by: Alan Ammons | Hawkeye Farm Mgmt and Real Estat | hawkeyefmre@iowatelecom.net |

**Buyer** initials

formsimplicity

10. Pest Infestation: (wood-destroying insects, bats, snakes, rodents, destructive/troubl known problems? Yes No Unknown Date of treatment	esome animals, etc.) Any Previous
known problems? Yes No Unknown Date of treatment Infestation/Structural Damage? Yes No Date of repairs	Previous
11. Asbestos: Is asbestos present in any form in the property? Yes No Unknown	If yes, explain:
12 Dedays Any Inexy tests for the presence of roden and Yes Nick If yes whet	agta 19
<b>12. Radon:</b> Any known tests for the presence of radon gas? Yes Nox If yes, who to Test results? Date of last report Seller Agrees to rel	
not, Check here	case any testing results. II
<b>13. Lead Based Paint:</b> Known to be present or has the property been tested for the presence of the presence o	ence of lead based paint?
14. Any known encroachments, easements, "common areas" (facilities like pools, tenni areas co-owned with others), zoning matters, nonconforming uses, or a Homeowner authority over the property? Yes No Vunknown	s Association which has any
<b>15. Features</b> of the property known to be shared in common with adjoining landowners and driveways whose use or maintenance responsibility may have an effect on the p Unknown	
<b>16. Structural Damage:</b> Any known structural damage? Yes 🗌 No🗙 Unknown 🗌	
17. Physical Problems: Any known settling, flooding, drainage or grading problems?	Yes 🗌 No🚺 Unknown 🗌
<b>18. Is the property located in a flood plain?</b> Yes No Wunknown If yes, flood	plain designation
<ul> <li>20. Covenants: Is the property subject to restrictive covenants? Yes No You With the property subject to restrictive covenants? Yes No You With the property subject to restrictive covenants? Yes No You With the property subject to restrictive covenants? Yes No You With the property subject to restrictive covenants? Yes No You With the property subject to restrictive covenants? Yes No You With the property subject to restrictive covenants? Yes No You With the property subject to restrictive covenants? Yes No You With the property subject to restrictive covenants? Yes No You With the property subject to restrictive covenants? Yes No You With the property subject to restrictive covenants? Yes No You With the property subject to restrictive covenants? Yes No You With the property subject to restrictive covenants and the property subject to restrictive covenants? Yes No You With the property subject to restrictive covenants? Yes No You With the property subject to restrictive covenants? Yes No You With the property subject to restrictive covenants? Yes No You With the property subject to restrictive covenants? Yes No You With the property subject to restrictive covenants? Yes No You With the property subject to restrictive covenants? Yes No You With the property subject to restrictive covenants? Yes No You With the property subject to restrictive covenants? Yes No You With the property subject to restrictive covenants? Yes No You With the property subject to restrictive covenants? Yes No You With the property subject to restrictive covenants? Yes No You With the property subject to restrictive covenants? Yes No You With the property subject to restrictive covenants? Yes No You With the property subject to restrictive covenants? Yes No You With the property subject to restrictive covenants? Yes No You With the property subject to restrictive covenants? Yes No You With the property subject to restrictive covenants? Yes No You With the property subject to restrictive covenants? Yes No You With the property sub</li></ul>	explain: basement redon
Seller has owned the property since <u>2001</u> (date). Seller has indicated above the history a solely on the information known or reasonably available to the Seller(s). If any changes occur in structural/mechanical/appliance systems of this property from the date of this form to the date of disclose the changes to Buyer. In no event shall the parties hold Broker liable for any representa Broker's affiliated licensees (brokers and salespersons). Seller hereby acknowledges Seller has statement.	ا the closing, Seller will immediately tions not directly made by Broker ‹
Seller acknowledges requirement that Buyer be provided with the "Iowa Radon H Sheet", prepared by the Iowa Department of Public Health.	2
Sheet", prepared by the Iowa Department of Public Health.	2
Sheet", prepared by the Iowa Department of Public Health.	Date 4-7-16
Sheet", prepared by the Iowa Department of Public Health. Seller Seller	Date $\frac{4-7-16}{100000000000000000000000000000000000$
Sheet", prepared by the Iowa Department of Public Health. Seller Seller	Date <u>4-7-16</u> led to be a warranty or to eet" prepared by the Iowa
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Howkeye Farm Management and Real Estate POBer 208-22 North Main - Atria, Iona 52531

## PERSONAL PROPERTY "WHAT STAYS – WHAT GOES"

Items marked "included" are <u>intended</u> to remain with the property after sale. However, included items may be negotiable between Buyer and Seller, and requested items should be in writing as either included or excluded in any Offer to Buy/Purchase Agreement. The Offer to Buy/Purchase Agreement shall be the <u>final</u> terms of any agreement.

ALL HOUSEHOLD APPLIANCES ARE NOT UNDER WARRANTY BEYOND DATE OF CLOSING. Warranties are available for purchase from independent warranty companies.

This statement shall not be a warranty of any kind by Seller or Seller's Agent and shall not be intended as a substitute for any inspection or warranty the purchaser may wish to obtain. The following are representations made by Seller and are not by any Agent acting on behalf of the Seller. The Agent has no independent knowledge of the condition of the property except that which is written on this form. Seller advises Buyer to obtain independent inspections relevant to Buyer.

## I. Appliances/Systems/Services:

		Working?				Rented?		Working?			
	Included?	Yes /	No	OR	Unknown	Yes / No		Included?	Yes /	No OF	t Unknown
Range/Oven	$\times$	$\times$					Lawn Sprinkler System	1 🗌			
Dishwasher	8						Solar Heating System				
Refrigerator	×	×					Pool Heater, Wall				
Hood/Fan							liner & equipment				
Disposal							Well & Pump			Ц	
TV receiving	_	_	_				Smoke Alarm				
Equipment		Ц	Ц				Septic Tank &	_	_		
Sump Pump		Ц	Ц				Drain field		Ц	Ц	
Alarm System			Ц				City Water System		Ц		
Central AC	X	$\mathbf{x}$	Ц				City Sewer System		H		
Window AC Central Vacuum	. 🗄	H	Н				Plumbing System		님	$\square$	
Attic Fan		H	H				Central Heating System Water Heater	1	H	H	
Intercom		H	H				Windows				H
Gas Grill	님	H	H		H		Fireplace/Chimney			H	
Microwave		H	H		H		Wood Burning System	H	H	H	H
Trash Compact	or 🖂	H	H		H		Furnace Humidifier	H	H	H	H
Ceiling Fan(s)		H	H		H		Sauna/Hot tub	H	H	H	H
Water Softener	, 🗀						Locks and Keys	H		H	H
Conditioner							Dryer	H	H	H	H
LP Tanks	×	×	H		Ow		Washer	H	H	H	H
Swing Set			Ħ				Storage Shed	H	H	H	H
Basketball Hoo	р 🗍		П			cky curren	Underground				
Pet Transmitter						f	"pet fence"				
Collars					<b>#</b> ¢	of collars	1				
Garage door op	ener				<b>#</b> c	of remotes					

Exceptions/Explanations for "NO" responses above:

If not specified above, the following shall be included property in the sale.

INCLUDED PROPERTY (if any). All property that integrally belongs to, are specifically adapted to, or is part of the real estate (except rental items), whether attached or detached, such as wall to wall carpeting and vinyl, light fixtures and bulbs, ceiling fan(s), mirrors, shelving, shades, rods, blinds, awnings, storm windows, storm doors, screens, plumbing fixtures, sump pump, water heater, water softener, automatic heating equipment, fuel tank, air conditioning equipment (except window), door chimes, alarm devices, built-in items and electrical service cable/fencing, garage door opener and control(s), other attached fixtures, radio and/or attached TV receiving equipment, fencing, trees, bushes, shrubs, plants, appurtenant structures or equipment, storage buildings, and rural water membership shall be considered a part of real estate and included in this sale.

OTHER INCLUDED ITEMS:

PERSONAL PROPERTY AND DEBRIS. Seller agrees to remove all debris and all personal property not marked as "included" from the property by possession date unless there is a prior written agreement by the parties. Personal Property remaining after possession or closing dates (which ever is later) shall be considered abandoned and may immediately be disposed of in any manner.

Seller has owned the property since 200 ( (date). Seller has indicated above the history and condition of all the items based solely on the information known or reasonably available to the Seller(s). If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold Broker liable for any representations not directly made by Broker or Broker's affiliated licensees (brokers and salespersons). Seller hereby acknowledges Seller has retained a copy of this statement.

Seller Seller

Buyer hereby acknowledges receipt of a copy of this statement. This statement is not intended to be a warranty or to substitute for any inspection the buyer(s) may wish to obtain.

Buyer\_

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Buyer\_

\_\_\_\_\_ Date \_\_\_\_

## THIS IS A LEGAL DISCLOSURE. If not understood, consult with the lawyer of your choice.

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