



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

SELLER: John & Judith A. Myers Inc

PROPERTY: 10134 Reynolds Rd. Oxnard Mo 64077

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 agrees to disclose to BUYER all material defects, conditions and facts **KNOWN TO SELLER** which may materially affect the value of the Property. 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? 8 1/2 yrs How long have you owned? 8 yr
Does SELLER currently occupy the Property? Yes ☒ No ☐
If "No", how long has it been since SELLER occupied the Property? _____ years/months

4. 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 ☒
- (b) Any sliding, settling, earth movement, upheaval or earth stability problems on the Property? Yes ☐ No ☒
- (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 ☒
- (d) Any drainage or flood problems on the Property or adjacent properties? Yes ☐ No ☒
- (e) Any flood insurance premiums that you pay? Yes ☐ No ☒
- (f) Any need for flood insurance on the Property? Yes ☐ No ☒
- (g) Any boundaries of the Property being marked in any way? Yes ☒ No ☐
- (h) The Property having had a stake survey? If "Yes", attach copy. Yes ☒ No ☐
- (i) Any encroachments, boundary line disputes, or non-utility easements affecting the Property? Yes ☐ No ☒
- (j) Any fencing on the Property? Yes ☒ No ☐
If "Yes", does fencing belong to the Property? N/A ☐ Yes ☒ No ☐
- (k) Any diseased, dead, or damaged trees or shrubs on the Property? Yes ☐ No ☒
- (l) Any gas/oil wells, lines or storage facilities on Property or adjacent property? Yes ☐ No ☒

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

47 **5. ROOF.**

- 48 (a) Approximate Age: 8 1/2 years ☐ Unknown Type: Composite
- 49 (b) Have there been any problems with the roof, flashing or rain gutters? Yes ☐ No ☒
- 50 If "Yes", what was the date of the occurrence? _____
- 51 (c) Have there been any repairs to the roof, flashing or rain gutters? Yes ☐ No ☒
- 52 Date of and company performing such repairs _____ / _____
- 53 (d) Has there been any roof replacement? Yes ☐ No ☒
- 54 If "Yes", was it: ☐ Complete or ☐ Partial
- 55 (e) What is the number of layers currently in place? 1 layers or ☐ Unknown.

56 **If any of the answers in this section are "Yes", explain in detail (attach all warranty information**

57 **and other documentation):** _____

58 _____

59 _____

60 _____

61 _____

62 **6. INFESTATION. ARE YOU AWARE OF:**

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

75 **If any of the answers in this section are "Yes", explain in detail (attach all warranty information**

76 **and other documentation):** _____

77 _____

78 _____

79 _____

80 _____

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

- 82 (a) Any movement, shifting, deterioration, or other problems with walls,
- 83 foundations, crawl space or slab? Yes ☐ No ☒
- 84 (b) Any cracks or flaws in the walls, ceilings, foundations, concrete slab,
- 85 crawl space, basement floor or garage? Yes ☐ No ☒
- 86 (c) Any corrective action taken including, but not limited to piercing or bracing? .. Yes ☐ No ☒
- 87 (d) Any water leakage or dampness in the house, crawl space or basement? Yes ☐ No ☒
- 88 (e) Any dry rot, wood rot or similar conditions on the wood of the Property? Yes ☐ No ☒
- 89 (f) Any problems with driveways, patios, decks, fences or retaining walls on
- 90 the Property? Yes ☐ No ☒
- 91 (g) Any problems with fireplace and/or chimney? Yes ☐ No ☒
- 92 Date of last cleaning? _____
- 93 (h) Does the Property have a sump pump? Yes ☐ No ☒
- 94 If "Yes", location: _____
- 95 (i) Any repairs or other attempts to control the cause or effect of any problem
- 96 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):

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:
- (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: _____
- (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? Never 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: _____
- (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):

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. 8 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. 8 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 Capacity Last Date Serviced/By Whom?
1. 2 yrs
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): GARAGE
Size of electrical panel (total amps), if known:
- (c) Are you aware of any problem with the electrical system? Yes ☐ No ☒
If "Yes", explain in detail:

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 testing for radon on the Property? Yes ☐ No ☒
- (f) Any testing for mold on the Property? Yes ☐ No ☒
- (g) Any other environmental issues? Yes ☐ No ☒
- (h) 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 ☒
If "Yes", what is the amount? \$
- (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 and/or initiation fee when the Property is sold? N/A ☒ Yes ☐ No ☐
If "Yes", what is the amount? \$
- (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 ☐ semi-annually ☐ monthly ☐ quarterly, sent to _____ and such includes:

Homeowner's Association/Management Company 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 _____ 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 ☒

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

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

0 Dishwasher

16. UTILITIES. Identify the name and phone number for utilities listed below.

Electric Company Name: PLATE - CLAY ELECTRIC Phone # _____

Gas Company Name: _____ Phone # _____

Water Company Name: PWSO#2 of RAY COUNTY Phone # _____

17. FIXTURES, EQUIPMENT AND APPLIANCES (FILL IN ALL BLANKS).

The Residential Real Estate Sale Contract, including this paragraph of the residential Seller's Disclosure and Condition of Property Addendum ("Seller's Disclosure"), not the MLS, or other promotional material, provides for what is included in the sale of the Property. Items listed in the "Additional Inclusions" or "Exclusions" in Subparagraphs 1a and 1b of the Contract supersede the Seller's Disclosure and the pre-printed list in Paragraph 1 of the Contract. If there are no "Additional Inclusions" or "Exclusions" listed, the Seller's Disclosure and the pre-printed list govern what is or is not included in this sale. If there are differences between the Seller's Disclosure and the Paragraph 1 list, the Seller's Disclosure governs. Unless modified by the Seller's Disclosure and/or the "Additional Inclusions" and/or the "Exclusions" in Paragraph 1a and/or 1b, all existing improvements on the Property (if any) and appurtenances, fixtures and equipment (which seller agrees to own free and clear), whether buried, nailed, bolted, screwed, glued or otherwise permanently attached to Property are expected to remain with Property.

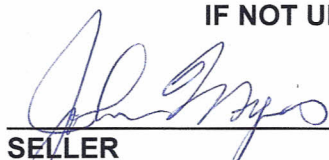
290 "OS" = Operating and Staying with the Property (any item that is performing its intended
 291 function).
 292 "EX" = Staying with the Property but Excluded from Mechanical Repairs; cannot be an
 293 Unacceptable Condition.
 294 "NA" = Not applicable (any item not present).
 295 "NS" = Not staying with the Property (item should be identified as "NS" below and
 296 addressed as an exclusion in the Contract).
 297

298 <u>NA</u> Air Conditioning Window Units, # _____	Kitchen Appliances	<u>OS</u> Spa/Hot Tub
299 <u>OS</u> Air Conditioning Central System _____	<u>OS</u> Cooktop <u>X</u> Elec. _____ Gas	<u>NA</u> Spa/Sauna
300 <u>NA</u> Attached Audio/Visual Equipment	<u>OS</u> Dishwasher	<u>NA</u> Spa Equipment
301 <u>NA</u> Attic Fan	<u>OS</u> Disposal	<u>NA</u> Sprinkler System
302 <u>OS</u> Ceiling Fans, # <u>8</u>	<u>NA</u> Freezer	<u>NA</u> Sprinkler System Back Flow Valve
303 <u>NA</u> Central Vac and Attachments	Location _____	<u>NA</u> Sprinkler System Auto Timer
304 <u>OS</u> Doorbell	<u>OS</u> Ice maker	<u>NA</u> Statuary/Yard Art
305 <u>NA</u> Electric Air Cleaner or Purifier	<u>OS</u> Microwave Oven	<u>NA</u> Sump Pump
306 <u>OS</u> Exhaust Fan(s) – Baths	<u>OS</u> Oven	<u>NA</u> Swimming Pool
307 <u>NA</u> Fireplace Heat Re-circulator	_____ Elec. _____ Gas <u>X</u> Convection	<u>NA</u> Swimming Pool Heater
308 <u>NA</u> Fireplace Insert	<u>OS</u> Refrigerator (#1)	<u>NA</u> Swimming Pool Equipment
309 <u>OS</u> Fireplace Gas Logs	Location <u>Kitchen</u>	<u>OS</u> TV Antenna/Receiver/Satellite Dish
310 <u>NA</u> Fireplace Gas Starter	<u>NA</u> Refrigerator (#2)	_____ Owned <u>X</u> Leased
311 <u>NA</u> Fireplace – Wood Burning Stove	Location _____	<u>NA</u> Water Softener and/or Purifier
312 <u>NA</u> Fountain(s)	<u>NA</u> Trash Compactor	_____ Owned _____ Leased
313 <u>OS</u> Furnace/Heat Pump/Other Htg System	<u>NA</u> Laundry - Washer	_____ Other _____
314 <u>OS</u> Garage Door Opener(s)	<u>NA</u> Laundry - Dryer	_____ Other _____
315 <u>OS</u> Garage Door Transmitter(s), # <u>2</u>	<u>OS</u> Propane Tank	_____ Other _____
316 <u>NA</u> Gas Grill	<u>X</u> Owned _____ Leased	_____ Other _____
317 <u>NA</u> Gas Yard Light	<u>OS</u> Security System	_____ Other _____
318 <u>OS</u> Humidifier	<u>X</u> Owned _____ Leased	_____ Other _____
319 <u>NA</u> Intercom	<u>OS</u> Smoke Detector(s), # <u>3</u>	_____ Other _____

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

327
 328 The undersigned SELLER represents, to the best of their knowledge, the information set forth in the
 329 foregoing Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure
 330 Statement to be a warranty or guarantee of any kind. SELLER hereby authorizes the Licensee assisting
 331 SELLER to provide this information to prospective BUYER of the Property and to real estate brokers and
 332 salespeople. **SELLER will promptly notify Licensee assisting the SELLER, in writing, if any**
 333 **information in this disclosure changes prior to Closing, and Licensee assisting the SELLER will**
 334 **promptly notify Licensee assisting the BUYER, in writing, of such changes. (SELLER and BUYER**
 335 **initial and date any changes and/or attach a list of additional changes. If attached, # _____ of**
 336 **pages).**

337
 338 CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,
 339 THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.
 340 IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

341
 342
 343  1-25-11 Judith A Myers 1-25-11
 344 SELLER DATE SELLER DATE
 345

BUYER ACKNOWLEDGEMENT AND AGREEMENT

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

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 2011. Last revised 09/10. All previous versions of this document may no longer be valid.