

PROPERTY DISCLOSURE EXEMPTION FORM

In accordance with LSA-R.S. 9:3196-3200, a SELLER of residential real property must furnish BUYERS with a Property Disclosure Document. A complete copy of these statutes can be found at www.legis.state.la.us. The required Property Disclosure Document may be in the form promulgated by the Louisiana Real Estate Commission ("Commission") or in another form that contains substantially the same information. The Commission form can be found at www.lrec.state.la.us.

WHO IS REQUIRED TO MAKE DISCLOSURE? ALL SELLERS are required to make written disclosure of known defects regarding a property being transferred. A SELLER'S obligation to furnish a Property Disclosure Document applies to any transfer of any interest in residential real property, whether by sale, exchange, bond for deed, lease with option to purchase, etc. The following transfers are exempt from the requirement to provide a property disclosure document:

1. Transfers ordered by a court, including but not limited to a transfer ordered by a court in the administration of an estate, a transfer pursuant to a writ of execution, a transfer by any foreclosure sale, a transfer by a trustee in bankruptcy, a transfer by eminent domain, and any transfer resulting from a decree of specific performance.
2. Transfers to a mortgagee by a mortgagor or successor in interest who is in default.
3. Transfers by a mortgagee who has acquired the residential real property at a sale conducted pursuant to a power of sale under a mortgage or a sale pursuant to decree of foreclosure, or who has acquired the residential property by a deed in lieu of foreclosure.
4. Transfers by a fiduciary in the course of administration of a decedent's estate, guardianship, conservatorship, or trust.
5. Transfers of newly constructed residential real property, which has never been occupied.
6. Transfers from one or more co-owners solely to one or more of the remaining co-owners.
7. Transfers pursuant to testate or intestate succession.
8. Transfers of residential real property that will be converted by the BUYER into a use other than residential use.
9. Transfers of residential real property to a spouse or relative in the line of consanguinity (blood line).
10. Transfers between spouses resulting from a judgment of divorce or a judgment of separate maintenance or from a property settlement agreement incidental to such a judgment.
11. Transfers or exchanges to or from any governmental entity.
12. Transfers from an entity that has acquired title or assignment of a real estate contract to a piece of residential real property to assist the prior owner in relocating, as long as the entity makes available to the BUYER a copy of the property disclosure statement, any inspection reports if any furnished to the entity by the prior owner, or both.
13. Transfers to an inter vivos trust.
14. Acts that, without additional consideration and without changing ownership or ownership interest, confirm, correct, modify, or supplement a deed or conveyance previously recorded.

☐


SELLER claims that he/she is exempt from filling out the Property Disclosure Document and warrants that SELLER has no knowledge of known defects to the property. SELLER is claiming exemption number(s) _____ above.

SELLER (sign) _____ (print) _____ Date _____ Time _____
BUYER (sign) _____ (print) _____ Date _____ Time _____

OR

☒

SELLER has reviewed this Exemption page. SELLER does not claim any of the Exemptions listed on this page. Accordingly, SELLER will complete the Property Disclosure Form.

SELLER (sign)  (print) Thomas H. H. H. Date 6/7/18 Time _____
BUYER (sign) _____ (print) _____ Date _____ Time _____

PROPERTY DISCLOSURE DOCUMENT

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RIGHTS OF BUYER AND CONSEQUENCES FOR FAILURE TO DISCLOSE: If the Property Disclosure Document is delivered after the BUYER makes an offer, the BUYER can terminate any resulting real estate contract or withdraw the offer for up to 72 hours after receipt of the Property Disclosure Document. This termination or withdrawal will be without penalty to the BUYER and any deposit or earnest money must be promptly returned to the BUYER (despite any agreement to the contrary).

DUTIES OF REAL ESTATE LICENSEES AND CONSEQUENCES FOR FAILURE TO FULFILL SUCH DUTIES: Louisiana law requires real estate licensees to inform their clients of those clients' duties and rights in connection with the Property Disclosure Document. Failure to inform could subject the licensee to censure or suspension or revocation of their license, as well as fines. The licensee is not liable for any error, inaccuracy, or omission in a Property Disclosure Document, unless the licensee has actual knowledge of the error, inaccuracy, or omission by the SELLER.

KEY DEFINITIONS:

- **Residential real property** is real property consisting of one or not more than four residential dwelling units, which are buildings or structures each of which are occupied or intended for occupancy as single-family residences.
- **Known defect** is a condition found within the property that was actually known by the SELLER and that results in one or all of the following:
 - (a) It has a substantial adverse effect on the value of the property.
 - (b) It significantly impairs the health or safety of future occupants of the property.
 - (c) If not repaired, removed, or replaced, significantly shortens the expected normal life of the property.

OTHER IMPORTANT PROVISIONS OF THE LAW:

- A Property Disclosure Document shall NOT be considered a warranty by the SELLER.
- A Property Disclosure Document is for disclosure purposes only; it is not intended to be part of any contract between the SELLER and the BUYER.
- The Property Disclosure Document may not be used as a substitute for any inspections or warranties that the BUYERS or SELLER may obtain.
- Nothing in this law precludes the rights or duties of a BUYER to inspect the physical condition of the property.
- The SELLER shall not be liable for any error, inaccuracy, or omission, of any information required to be delivered to the BUYERS if the error, inaccuracy, or omission, was not a willful misrepresentation, according to the best of the SELLER's information, knowledge and belief or was based on information provided by a public body or another person with a professional license or special knowledge, who provided a written or oral report or opinion that the SELLER reasonably believed to be correct and which was transmitted by the SELLER to the BUYER.

Answer all questions to the best of your knowledge, information or belief.

Explain any "yes" answers fully at the end of each section.

Y = Yes NK = No Knowledge

SECTION 1: LAND

- (1) What is the length of ownership of the Property by the SELLER? 2 years
- (2) Lot size or acres 3.97 acres
- (3) Are there any servitudes/encroachments regarding the property, other than typical/customary utility servitudes, that would affect the use of the property? ☐ Y ☒ NK
- (4) Are there any rights vested in others? Check all that apply and explain at the end of this section.
- | | | | |
|----------------------------|---|-----------------|---|
| Timber rights | <input type="checkbox"/> Y <input checked="" type="checkbox"/> NK | Common driveway | <input type="checkbox"/> Y <input checked="" type="checkbox"/> NK |
| Right of ingress or egress | <input type="checkbox"/> Y <input checked="" type="checkbox"/> NK | Mineral rights | <input type="checkbox"/> Y <input checked="" type="checkbox"/> NK |
| Right of way | <input type="checkbox"/> Y <input checked="" type="checkbox"/> NK | Surface rights | <input type="checkbox"/> Y <input checked="" type="checkbox"/> NK |
| Right of access | <input type="checkbox"/> Y <input checked="" type="checkbox"/> NK | Air rights | <input type="checkbox"/> Y <input checked="" type="checkbox"/> NK |
| Servitude of passage | <input type="checkbox"/> Y <input checked="" type="checkbox"/> NK | Usufruct | <input type="checkbox"/> Y <input checked="" type="checkbox"/> NK |
| Servitude of drainage | <input type="checkbox"/> Y <input checked="" type="checkbox"/> NK | Other | |

- (16) Has any structure on the property ever taken water by flooding (rising water or otherwise)? ☐ Y ☐ NK
If yes, give the nature and frequency of the defect at the end of this section.
- (17) Is there flood insurance on the property? ☐ Y ☐ NK
If yes, attach a copy of the policy declarations page.
- (18) Does SELLER have a flood elevation certificate that will be shared with BUYER? ☐ Y ☐ NK
- (19) Has there ever been any property damage, including, but not limited to, fire, windstorm, hail, lighting, or other property damage, excluding flood damage referenced in Section 3? ☐ Y ☐ NK
If yes, detail all property damages/defects and repair status at the end of this section
- (20) Has there been any foundation repair? ☐ Y ☐ NK
(a) Is there a transferable warranty available? ☐ Y ☐ NK
(b) If yes, provide the name of warranty company _____
- (21) Does the property contain exterior insulation and finish system (EIFS) or other synthetic stucco? ☐ Y ☐ NK

Question Number Explanation of "Yes" answers ☐ Additional sheet is attached

SELLER must complete and provide the "Disclosure on Lead-Based Paint and Lead-Based Paint Hazard Addendum" that is included with this property disclosure if any structure was built before 1978.

Y = Yes NK = No Knowledge

SECTION 4: PLUMBING, WATER, GAS, AND SEWERAGE

- (22) Are there any known defects with the plumbing system? ☐ Y ☐ NK
- (23) Are there any known defects with the water piping? ☐ Y ☐ NK
(a) The water is supplied by: ☐ Municipality ☐ Private utility ☐ On-site system ☐ Shared well system ☐ None
(b) How many private wells service the primary residence only? _____
(c) If there are private wells, when was the water last tested? Date _____ Results _____
- (24) Is there gas service available to the property? ☐ Y ☐ NK
(a) If yes, what type? ☐ Butane ☐ Natural ☐ Propane
(b) If yes, are there any known defects with the gas service? ☐ Y ☐ NK
(c) If Butane or Propane, are tanks ☐ Owned or ☐ Leased
- (25) Are there any known defects with any water heater? ☐ Y ☐ NK
- (26) The sewerage service is supplied by: ☐ Municipality ☐ Other _____
(a) How many private sewer systems service the primary residence only? _____

Question Number Explanation of "Yes" answers ☐ Additional sheet is attached

SELLER must attach a private water/sewage addendum if the property described herein is not served by a municipality waste treatment.

SECTION 5: ELECTRICAL, HEATING AND COOLING, APPLIANCES

- (27) Are there any known defects with the electrical system? ☐ Y ☐ NK
- (28) Are there any known defects with the heating or cooling systems? ☐ Y ☐ NK
- (29) If a fireplace exists, is it working? ☐ Y ☐ NK
- (30) Are there any known defects in any permanently installed or built-in appliances? ☐ Y ☐ NK

(31) What type of fire alarm system is installed?

☐ None ☐ Security/fire alarm ☐ Battery powered unit that includes a 10-year sealed lithium battery

Question Number Explanation of "Yes" answers ☐ Additional sheet is attached

Y = Yes NK = No Knowledge

SECTION 6: MISCELLANEOUS

(32) Are there any applicable building restrictions or restrictive covenants which may provide for restrictions as to the use of the property or as to the type of constructions or materials to be used in the construction of any of structure on the property ☐ Y ☐ NK

(33) What is the zoning of the property? N/A

(a) Has it ever been zoned for commercial or industrial? ☐ Y ☐ NK

(b) Is the property located in an historic district? ☐ Y ☐ NK

(34) Are there of any conflict with current usage of the property and any zoning, building, and/or safety restrictions? ☐ Y ☐ NK

(35) Are there any current governmental liens or taxes owing on the property? ☐ Y ☐ NK

(36) Is membership in a homeowners' association (HOA), condominium owners' association (COA), or property owners' association (POA) required as the result of owning this property? ☐ Y ☐ NK

(a) Are any HOA, COA, or POA dues required? ☐ Y ☐ NK

If yes, what is the amount? \$ _____ per _____

(b) Are there any current or pending special assessments? ☐ Y ☐ NK

If yes, what is the amount? \$ _____ per _____

Any information contained in this property disclosure regarding homeowners' associations (HOA), condominium owners' associations (COA), or property owners' associations (POA) is summary in nature. The covenants and association governing documents are a matter of public record and can be obtained from the conveyance records on file at the Clerk of Court in the parish where the property is located.

(37) Are the streets accessing the property ☐ Private or ☐ Public? ☐ NK

(38) Is there a homestead exemption in effect? ☐ Y ☐ NK

(39) Is there any pending litigation regarding the property not previously disclosed in this document? ☐ Y ☐ NK

(40) Does the property or any of its structures contain any of the following? Check all that apply and provide additional details at the end of this section.

Asbestos ☐ Y ☐ NK

Radon gas ☐ Y ☐ NK

Contaminated soil ☐ Y ☐ NK

Hazardous waste ☐ Y ☐ NK

Mold/Mildew ☐ Y ☐ NK

Contaminated drywall/sheetrock ☐ Y ☐ NK

Other adverse materials or conditions ☐ Y ☐ NK

Formaldehyde ☐ Y ☐ NK

Chemical storage tanks ☐ Y ☐ NK

Contaminated water ☐ Y ☐ NK

Toxic Mold ☐ Y ☐ NK

Pets ☐ Y ☐ NK

Contaminated flooring ☐ Y ☐ NK

Electromagnetic fields ☐ Y ☐ NK

(41) Is there or has there ever been an illegal laboratory for the production or manufacturing of methamphetamine in operation on the property? ☐ Y ☐ NK

(42) Is there a cavity created within a salt stock by dissolution with water underneath the property? ☐ Y ☐ NK

(43) Is there a solution mining injection well within 2640 feet (1/2 mile) of the property? ☐ Y ☐ NK

(44) Are there any solar panels on the property? ☐ Y ☐ NK

If yes, are they: ☐ Leased ☐ Owned ☐ Removable ☐ Monthly Payment Amount _____

(45) Was SELLER and/or previous owner a recipient of any of the following ☐ NK

☐ Road Home grant \$ _____ (amount received)

☐ FEMA \$ _____ (amount received)

☐ SBA \$ _____ (amount received)

☐ Other Federal disaster flood assistance \$ _____ (amount received)

If YES, complete (a) - (f) below.

(a) Is the property subject to the Road Home Declaration of Covenants Running with the Land or other requirements to obtain and maintain flood insurance on the property? ☐ Y ☐ NK

(b) If YES, attach a copy of the Road Home Program Declaration of Covenants other requirements to obtain and maintain flood insurance on the property.

(c) Has SELLER personally assumed any terms of the Road Home Program Grant Agreement? ☐ Y ☐ NK

(d) Has the SELLER been a recipient of any elevation grants for this property? ☐ Y ☐ NK

(e) If YES, what is the amount received? _____

(f) Was the previous owner of the property a recipient of any elevation grants for this property? ☐ Y ☐ NK

(g) If YES, what was the amount received? _____

Question Number Explanation of "Yes" answers ☐ Additional sheet is attached

ACKNOWLEDGEMENTS

All SELLERS are required to make written disclosure of known defects regarding a property being transferred. We attest that the above statements and explanations have been provided by me/us and are true and correct to the best of my/our knowledge. (If either party is represented by a real estate licensee, your signature below acknowledges that you have been informed of your duties and rights under LSA-R.S. 9:3196-3200 and have read and understand the informational statement.)

Seller(s) acknowledge(s) that the information contained herein is current as of this date.

SELLER (sign Tommy Kilbride) (print) Tommy Kilbride Date _____ Time _____

SELLER (sign _____) (print) _____ Date _____ Time _____

Buyer(s) signing below acknowledge(s) receipt of this property disclosure.

BUYER (sign _____) (print) _____ Date _____ Time _____

BUYER (sign _____) (print) _____ Date _____ Time _____



WAIVER of WARRANTY and REDHIBITION RIGHTS ADDENDUM

IN REFERENCE to the Agreement to Purchase and Sell the real property commonly referred to as: Lot 0 Highway 445, Robert, LA 70455

dated _____ between Tommy Kilbride (SELLER") and _____ ("PURCHASER"), the undersigned parties hereby agree as follows:

Providing that Purchaser's inspections, as per the Property Condition/Inspection section on the agreement to purchase and sell referenced above, are satisfactory to Purchaser, Purchaser hereby agrees that THE FOLLOWING STATEMENT WILL BE MADE A PART OF THE ACT OF SALE AND SHALL NOT GO INTO EFFECT UNTIL THE ACT OF SALE.

It is expressly agreed that the immovable property herein conveyed and all improvements and component parts, plumbing, electrical systems, mechanical equipment, heating and air conditioning systems, built-in appliances, and all other items located hereon are conveyed by Seller and accepted by Purchaser "AS IS, WHERE IS," without any warranties of any kind whatsoever, even as to the metes and bounds, zoning, operation, or suitability of the property for the use intended by the Purchaser, without regard to the presence of apparent or hidden defects and with the Purchaser's full and complete waiver of any and all rights for the return of all or any part of the purchase price by reason of any such defects.

Purchaser acknowledges and declares that neither the Seller nor any party, whomsoever, acting or purporting to act in any capacity whatsoever on behalf of the Seller has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, and upon which the Purchaser has relied, concerning the existence or non-existence of any quality, characteristic or condition of the property herein conveyed. Purchaser has had full, complete and unlimited access to the property herein conveyed for all tests and inspections which Purchaser, in Purchaser's sole discretion, deems sufficiently diligent for the protection of Purchaser's interests.

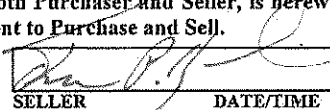
Purchaser expressly waives the warranty of fitness and the warranty against redhibitory vices and defects, whether apparent or latent, imposed by Louisiana Civil Code Articles 2520 through 2548, inclusive, and any other applicable state or federal law and the jurisprudence thereunder.

Purchaser also waives any rights Purchaser may have in redhibition to a return of the purchase price or to a reduction of the purchase price paid pursuant to Louisiana Civil Code Articles 2520 to 2548, inclusive, in connection with the property hereby conveyed to Purchaser by Seller. By Purchaser's signature, Purchaser expressly acknowledges all such waivers and Purchaser's exercise of Purchaser's right to waive warranty pursuant to Louisiana Civil Code Article 2520 and 2548, inclusive.

The herein agreement, upon its execution by both Purchaser and Seller, is herewith made an integral part of the aforementioned Agreement to Purchase and Sell.

PURCHASER DATE/TIME

PURCHASER DATE/TIME


SELLER DATE/TIME

SELLER DATE/TIME