SELLER DISCLOSURE OF PROPERTY CONDITION

(To be delivered prior to buyer making Offer to Buy Real Estate)

Property Owner(s) & Address: Andrew & Allyson Schnebly - 404 North A Street, Albia, IA 52531

Purpose of Disclosure: Completion of Section I this form is required under Chapter 558A of the Iowa code which mandates the Seller(s) disclose condition and information about the property, unless exempt:

Exempt Properties: Properties exempted from the Seller's disclosure requirement include (IA Code 558A): Bare ground; property containing 5 or more dwellings units; court ordered transfers; transfers by a power of attorney; foreclosures; lenders selling foreclosed properties; transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust. This exemption shall not apply to a transfer of real estate in which the fiduciary is a living natural person and was an occupant in possession of the real estate at any time within the twelve consecutive months immediately preceding the date of transfer; between joint tenants, or tenants in common; to or from any governmental division; quit claim deeds; intra family transfers; between divorcing spouses; commercial or agricultural property which has no dwellings. Seller(s) certifies that the property is exempt from the requirement(s) of Iowa Code 558A because one of the above exemptions apply.
If claiming an exemption, sign here and stop.

Seller	**Date**	**Seller**	**Date**
Buyer	**Date**	**Buyer**	**Date**

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.

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 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.**

Seller Initials AS _____ **Buyer Initials** _____ _____

I. Property Conditions, Improvements and Additional Information (*Section I is Mandatory*)

EACH AND EVERY LINE MUST BE ADDRESSED AND MARKED

1. **Basement/Foundation:** Has there been known water or other problems? Slab ..... Yes☐ No☒ Unknown☐
   If yes, please explain: _____

2. **Roof:** Any known problems? couple nail drips with the "right" rain ..... Yes☒ No☐ Unknown☐
   Roof Type steel
   Date of repairs/replacement (If any) roof coat in 2024
   Describe: See above

3. **Well and Pump:** Any known problems? N/A ..... Yes☐ No☐ Unknown☐
Type of well (depth/diameter), age and date of repair: _____
Has the water been tested? ..... Yes☐ No☐ Unknown☐
If yes, date of last report/results: _____

4. **Septic Tanks/Drain Fields:** Any known problems? N/A ..... Yes☐ No☐ Unknown☐
Location of tank _____ Age _____ Unknown ☐
Has the system been pumped and inspected within the last 2 years? ..... Yes☐ No☐ Unknown☐
Date of inspection _____ Date tank last cleaned/pumped _____ N/A☐ Unknown☐

5. **Sewer:** Any known problems? ..... Yes☐ No☒ Unknown☐
Any known repairs/replacement? ..... Yes☐ No☒ Unknown☐
Date of repairs _____

6. **Heating System(s):** Any known problems? ..... Yes☐ No☒ Unknown☐
Any known repairs/replacement? New in 2024 ..... Yes☒ No☐ Unknown☐
Date of repairs See above

7. **Central Cooling System(s):** Any known problems? N/A ..... Yes☐ No☐ Unknown☐
Any known repairs/replacement? ..... Yes☐ No☐ Unknown☐
Date of repairs _____

8. **Plumbing System(s):** Any known problems? ..... Yes☐ No☒ Unknown☐
Any known repairs/replacement? ..... Yes☒ No☐ Unknown☐
Date of repairs New in 2024

9. **Electrical System(s):** Any known problems? ..... Yes☐ No☒ Unknown☐
Any known repairs/replacement? ..... Yes☐ No☒ Unknown☐
Date of repairs _____

10. **Pest Infestation**: (wood-destroying insects, bath, snakes, rodents, destructive/troublesome animals, etc.)
Any known problems? ..... Yes☐ No☒ Unknown☐
Date of treatment _____
Previous Infestation/Structural Damage? found old minimal interior ..... Yes☐ No☐ Unknown☒
Date of repairs 2024 - Centricon system evidence of termites after purchase

11. **Asbestos:** Is asbestos present in any form in the property? ..... Yes☐ No☒ Unknown☐
If yes, explain: _____

12. **Radon:** Any known tests for the presence of radon gas? ..... Yes☐ No☒ Unknown☐
If yes, test results? _____ pCi/L Date of last report _____

13. **Lead Based Paint:** Known to be present in the property ..... Yes☐ No☒ Unknown☐
Has the property been tested for the presence of lead-based paint? ..... Yes☐ No☒ Unknown☐
Provide lead-based paint disclosure.

14. Are there currently, or have there ever been, any lead water service lines present? ..... Yes☐ No☒ Unknown☐
If yes, please provide more information. _____
_____

15. Any known encroachments, easements, "common areas" (facilities like pools, tennis courts, walkways or other areas co-owned with others), zoning matters, nonconforming uses, or a Homeowners Association which has any authority over the property? ..... Yes☐ No☒ Unknown☐

16. Features of the property known to be shared in common with adjoining landowners, such as walls, fences, roads and driveways whose use or maintenance responsibility way have an effect on the property?..... Yes☐ No☒ Unknown☐

17. **Structural Damage:** Any known structural damage?..... Yes☐ No☒ Unknown☐

18. **Physical Problems:** Any known settling, flooding, drainage or grading problems?..... Yes☐ No☒ Unknown☐

19. Is the property located in a flood plain? ..... Yes☐ No☒ Unknown☐
If yes, flood plain designation: _____

20. Do you know the zoning classification of this property? ..... Yes☒ No☐ Unknown☐
If Yes, what is the zoning? commercial / industrial

21. **Covenants:** Is the property subject to restrictive covenants? ..... Yes☐ No☒ Unknown☐

If yes, attach a copy OR state where a true, current copy of the covenants can be obtained: ☐ On file at County Recorder's office or: _____

You MUST explain any "Yes" responses above (Attach additional sheets if necessary): _____

Seller Initials AS KS **Buyer Initials** _____ _____

II. Appliances/Systems/Services (*Section II is for the convenience of Buyer/Seller and is not mandatory*)

Notice. Items marked "included" are intended 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 final terms of any agreement.

	Included	Working? Yes	No	N/A
Range/Oven	☐	☐	☐	☒
Dishwasher	☐	☐	☐	☒
Refrigerator	☐	☐	☐	☒
Hood/Fan Disposal	☐	☐	☐	☒
TV Receiving Equipment	☐	☐	☐	☒
Sump Pump	☐	☐	☐	☒
Alarm System	☐	☐	☐	☒
Central AC	☐	☐	☐	☒
Window AC	☐	☐	☐	☒
Central Vacuum	☐	☐	☐	☒
Gas Grill	☐	☐	☐	☒
Attic Fan	☐	☐	☐	☒
Intercom	☐	☐	☐	☒
Microwave	☐	☐	☐	☒
Trash Compactor	☐	☐	☐	☒
Ceiling Fan	☐	☐	☐	☒
Water Softener/Conditioner	☐	☐	☐	☒
LP Tanks	☐	☐	☐	☒
LP Keys & Locks	☐	☐	☐	☒
Swing Set	☐	☐	☐	☒
Basketball Hoop	☐	☐	☐	☒
Garage Door Opener	☐	☐	☐	☒
Boat Hoist	☐	☐	☐	☒
Boat Dock	☐	☐	☐	☒

	Included	Working? Yes	No	N/A
Lawn Sprinkler System		☐	☐	☒
Solar Heating System	☐	☐	☐	☒
Pool Heater/Liner/Equipment	☐	☐	☐	☒
Well & Pump		☐	☐	☒
Smoke Alarm	☐	☐	☐	☒
Carbon Monoxide Detector	☐	☐	☐	☒
City Water System		☒	☐	☐
City Sewer System		☒	☐	☐
Plumbing System		☒	☐	☐
Central Heating System		☐	☐	☒
Water Heater		☒	☐	☐
Windows		☒	☐	☐
Fireplace/Chimney	☐	☐	☐	☒
Wood Burning System	☐	☐	☐	☒
Furnace	☒	☒	☐	☐
Humidifier	☐	☐	☐	☒
Sauna/Hot tub	☐	☐	☐	☒
Locks and Keys	☒	☒	☐	☐
Dryer	☐	☐	☐	☒
Washer	☐	☐	☐	☒
Storage Shed	☐	☐	☐	☒
Underground "Pet Fence"	☐	☐	☐	☒
Pet Collars	☐	☐	☐	☒

____ # of remotes ____ # of collars

Exceptions/Explanations for "NO" responses above: Grass lot to the South has always been maintained by this property owner in lieu of using property.

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

Seller Initials AS AS **Buyer Initials** _____ _____

III. Additional Non-Mandatory Requested Items: Are you as the Seller aware of any of the following:

1. Any significant structural modification or alteration to property?.....Yes☐ No☒ Unknown☐
   Please explain: _____
2. Has there been a property/casualty loss over $5,000, an insurance claim over $5,000, OR major damage to the property from fire, wind, hail, flood(s) or other conditions?..... Yes☐ No☒ Unknown☐
   If yes, has the damage been repaired/replaced?.....Yes☐ No☐
3. Are there any known current, preliminary, proposed or future assessments by any governing body or owner's association of which you have knowledge?.....Yes☐ No☒ Unknown☐
4. **Mold:** Does property contain toxic mold that adversely affects the property or occupants? ....Yes☐ No☒ Unknown☐
5. **Private Burial Grounds:** Does property contain any private burial ground? .....Yes☐ No☒ Unknown☐
6. Neighborhood or Stigmatizing conditions or problems affecting this property? .....Yes☐ No☒ Unknown☐
7. **Energy Efficiency Testing:** Has the property been tested for energy efficiency?.....Yes☐ No☒ Unknown☐
   If yes, what were the test results?_____
8. **Attic Insulation:** Type R-board Unknown☐ Amount _____ Unknown☒
9. Are you aware of any area environmental concerns?.....Yes☐ No☒ Unknown☐
   If yes, please explain: _____
10. Are you related to the listing agent? Yes☐ No☒ If yes, how?_____
11. Where survey of property may be found: Unknown
12. **Wind Farms:** Is the subject property encumbered by certain Wind Energy rights?.....Yes☐ No☒
    If yes, rights by: Lease ☐, Easement ☐, Other ☐ Define Other: _____
    Wind Farm Company, Owner:_____
13. **Repairs:** Any repair(s) to property not so noted: (Date of repairs, Name of repair company if utilized.)
    (Note: Repairs are not normal maintenance items) (Attach additional sheets, if necessary)
    Full 20'x20' office/restroom space remodeled. Exterior paint. Install Radiant Heater.

If the answer to any item is yes, please explain. Attach additional sheets, if necessary: _____

_____

_____

_____

_____

_____

IV. Radon Fact Sheet & Form Acknowledgement

Seller acknowledges that Buyer be provided the "Iowa Radon Home-Buyers and Sellers Fact Sheet", prepared by the Iowa Department of Public Health.

Seller _____ Seller _____ Date 11-25-26

Seller has owned the property since 07-15-2024 (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 wade by Broker or Broker's affiliated licensees (brokers and salespersons). Seller hereby acknowledges Seller has retained a copy of this statement.

Buyer hereby acknowledges receipt of "Iowa Radon Home-Buyers and Sellers Fact Sheet", prepared by the Iowa Department of Public Health, and 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 _____ Buyer _____ Date _____

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BUYER'S INSPECTION ADVISORY

Property Address: 404 North A Street, Albia, IA 52531 ("Property").

A. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokerage/Brokers. For this reason, you should conduct thorough investigations of the Property personally and with professionals who should provide written reports of their investigations. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.

B. BUYER RIGHTS AND DUTIES: You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. The purchase agreement may give you the right to investigate the Property. If you exercise this right, and you should, you must do so in accordance with the terms of that agreement. This is a way for you to protect yourself. It is extremely important for you to read all written reports provided by professionals and to discuss the results of inspections with the professional who conducted the inspection. You may have the right to request that Seller make repairs, corrections or take other action based upon items discovered in your investigations or disclosed by Seller. If Seller is unwilling or unable to satisfy your requests, or you do not want to purchase the Property in its disclosed and discovered condition, you may have the right to cancel the agreement if you act within specific time periods. If you do not cancel the agreement in a timely and proper manner, you may be in breach of contract.

C. SELLER RIGHTS AND DUTIES: Seller is required to disclose to you required information under the Iowa Code. However, Seller may not be aware of some Property defects or conditions. Seller does not have an obligation to inspect the Property for your benefit nor is Seller obligated to repair, correct or otherwise cure known defects that are disclosed to you or previously unknown defects that are discovered by you or inspectors during escrow. The purchase agreement may obligate Seller to make the Property available to you for investigations or inspections.

D. BROKERAGE OBLIGATIONS: Real estate licensees must disclose Material Adverse Facts that may affect the value, structural integrity or present a significant health risk to the purchasers of Property. Real estate licensees may not have expertise in any areas and therefore cannot advise you on many items, such as soil stability, geologic or environmental conditions, hazardous or illegal controlled substances, structural conditions of the foundation or other improvements, or the condition of the roof, plumbing, heating, air conditioning, electrical, sewer, septic, waste disposal, or other system. The only way to accurately determine the condition of the Property is through an inspection by an appropriate professional selected by you. If Broker gives you referrals to such professionals, Broker does not guarantee their performance. You may select any professional of your choosing. If you have entered into a written agreement with a Broker, the specific terms of that agreement will determine the nature and extent of that Broker's duty to you. **YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERAGE/BROKERS.**

E. YOU ARE ADVISED TO CONDUCT INVESTIGATIONS OF THE ENTIRE PROPERTY, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

1. **GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof, plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa, other structural and non-structural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property. (Structural engineers are suited to determine possible design or constructions defects, and whether improvements are structurally sound.)
2. **SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokerage/Brokers. Fences, hedges, walls retaining walls and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. (Professionals such as appraisers, architects, surveyors and civil engineers are suited to determine square footage, dimensions and boundaries of the Property.)
3. **WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms and other infestation or infection. Inspection reports covering these items often times may be separated into two sections: Section 1 identifies areas where infestation or infection is evident. Section 2 identifies areas where there are conditions likely to lead to infestation or infection. A registered structural pest control company is suited to perform these inspections.
4. **SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage. (Geotechnical engineers are suited to determine such conditions, causes and remedies.)
5. **ROOF:** Present condition, age, leaks, and remaining useful life. (Roofing contractors are suited to determine these conditions.)

Buyer's Initials (____) (____) Seller's Initials (AS) (AS)

Property Address: 404 North A Street, Albia, IA 52531 ("Property").

6. **POOL/SPA:** Cracks, leaks or operational problems. (Pool contractors are suited to determine these conditions.)
7. **WASTE DISPOSAL:** Type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
8. **WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS:** Water and utility availability, use restrictions and costs. Water adequacy, condition, and performance of well systems and components.
9. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants). (For more information on these items, you may consult an appropriate professional.)
10. **EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood. (A Geologist or Geotechnical Engineer is suited to provide information on these conditions.)
11. **FIRE, HAZARD AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including removal of loan and inspection contingencies. (An insurance agent is suited to provide information on these conditions.)
12. **BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size. (Such information is available from appropriate governmental agencies and private information providers. Brokers are not qualified to review or interpret any such information.)
13. **RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants; and the right of a landlord to terminate tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements. (Government agencies can provide information about these restrictions and other requirements.)
14. **SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property. Compliance requirements differ from city to city and county to county. Unless specifically agreed, the Property may not be in compliance with these requirements. (Local government agencies can provide information about these restrictions and other requirements.)
15. **NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS:** Neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise, or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

Buyer and Seller acknowledge and agree that Broker: **(i)** Does not decide what price Buyer should pay or Seller should accept; **(ii)** Does not guarantee the condition of the Property; **(iii)** Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; **(iv)** Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; **(v)** Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; **(vi)** Shall not be responsible for inspecting public records or permits concerning the title or use of Property; **(vii)** Shall not be responsible for identifying the location of boundary lines or other items affecting title; **(viii)** Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional materials; **(ix)** Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and **(x)** Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a copy of the Advisory. Buyer is encouraged to read it carefully.

Buyer Signature	Date	Buyer Signature	Date
	11/25/2024		11-25-2024
Seller Signature	Date	Seller Signature	Date

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