

# SELLER'S RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

Document updated: April 2014

SELLER:	Red Hills Property, LLC
DATE:	12/26/2015
PROPERTY ADDRESS:	213 W. 12th, Ashland, Kansas 6783

#### Part 1. MESSAGE TO THE SELLER:

#### 1. SELLER'S AGREEMENT AND AUTHORIZATIONS:

- A. This form is designed to assist you in making disclosures to the BUYER. If you have actual knowledge of a condition on or affecting the Property, then you must disclose that information to the BUYER on this SELLER'S Residential Property Disclosure Statement (the "Statement").
- B. SELLER discloses the information on this Statement with the knowledge that even though it is not a warranty or guarantee of the condition of the Property, prospective buyers may rely on the information contained in this Statement in deciding whether, and on what terms and conditions, to purchase the Property.
- C. SELLER authorizes any real estate licensees involved in this transaction to provide a copy of this Statement to any person or entity in connection with any actual or possible purchase of the Property.

#### 2. SELLER'S INSTRUCTIONS:

- A. SELLER has an obligation under this Statement to:
  - (1) Review this Statement and any attachments carefully:
  - (2) Verify all the important information concerning the Property;
  - (3) Attach all available supporting documentation on the Property;
  - (4) Use explanations lines as requested and when necessary; and
  - (5) Use the explanation lines to explain when the SELLER does not have the personal knowledge to answer a question.
- B. By signing this Statement, SELLER agrees and acknowledges that the failure to disclose known material facts about the Property may result in liability to the BUYER for fraud and misrepresentation.

#### 3. SELLER'S INDEMNIFCATION OF REAL ESTATE LICENSEES:

A. SELLER agrees to hold harmless, indemnify and defend any real estate licensees involved in this transaction and their agents, subagents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual knowledge prior to the signing of the Contract to sell the Property.

CIK		12-6-2015
SELLER'S INITIALS	SELLER'S INITIALS	DATE OF SELLER'S INITIALS

# Part 2. MESSAGE TO THE BUYER:

#### 1. BUYER'S AGREEMENT AND AUTHORIZATIONS:

- A. This Statement is a disclosure of the condition of the Property as it is actually known by the SELLER on the date that the Statement was signed.
- B. BUYER agrees and acknowledges that this Statement is not a warranty or guarantee of any kind by the SELLER or any real estate licensees involved in this transaction regarding the condition of the Property and should not be used as a substitute for any inspections or warranties that the BUYER may wish to obtain on the Property.

# 2. BUYER'S INSTRUCTIONS:

- A. BUYER has an obligation under this Statement to:
  - (1) Review this Statement and any attachments carefully;
  - (2) Verify all the important information about the condition of the Property contained in this Statement;
  - (3) Ask the SELLER about any incomplete or inadequate responses;
  - (4) Inquire about any concerns about the condition of the Property not addressed on this Statement;
  - (5) Review all other applicable documents concerning the Property;

- (6) Conduct personal or professional inspections of the Property; and
- (7) Investigate the surrounding areas of the Property to determine suitability for the BUYER.
- B. By signing this Agreement, BUYER agrees and acknowledges that the failure to exercise due diligence to inspect the Property and verify the information about the condition of the Property contained in this Statement may affect the ability of the BUYER to hold the SELLER liable for conditions on the Property.

### 3. BUYER'S AGREEMENT TO HOLD REAL ESTATE LICENSEES HARMLESS:

A. BUYER agrees that any real estate licensees involved in this transaction are not experts at detecting or repairing physical defects in and on the Property. BUYER agrees to hold harmless any real estate licensees involved in this lease transaction and their agents, subagents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual knowledge prior to the signing of the Contract to purchase the Property. **BUYER'S INITIALS BUYER'S INITIALS** DATE OF BUYER'S INITIALS Part 3. GENERAL PROPERTY INFORMATION: Approximate age of the Property: 1. Approximate date that SELLER acquired the Property: 2. Yes 🚺 No Does SELLER currently occupy the Property? If No, how long has it been since the SELLER occupied the Property? Part 4. APPLIANCES, EQUIPMENT AND FIXTURES: Indicate the condition of the following items by marking the appropriate box. Check only one box for each item. NOT NOT WORKING WORKING INCLUDED WORKING WORKING INCLUDED 24. Intercom, sound system wiring or Air conditioning – central system ......... 1. 2. Air conditioning – window units # 🤌 🔀 built-in speaker system ..... Air purifier system ..... 25. Microwave oven ...... 3. 26. Oven ...... 4. Attic fan ..... Cable television wiring/jacks ..... X Electric Gas 5. Ceiling fan(s) #\_\_\_\_\_\_\_\_ 27. Propane tank ...... 6. Leased Owned 7. Central vacuum and attachments ...... Clothes dryer ..... 28. Range 8. Clothes washer ..... 9. 29. Range ventilation system ..... 30. Refrigerator # | ...... 🔀 12. Doorbell ...... 31. Sauna/spa ..... Steam Dry 13. Exhaust fans – bathrooms ..... 14. Fireplace/fireplace insert ...... 32. Security system ...... ☐ Blower ☐ Factory-built ☐ Masonry Leased Owned 15. Fireplace gas logs ...... 33. Smoke alarms/detectors # 16. Fireplace gas starter ...... 34. Sprinkler system ...... ☐ Back flow preventer ☐ Auto-timer 18. Garage door opener(s) ...... 35. Sump pump ...... 36. Swimming pool ...... Number of remotes 19. Gas grill ...... 37. Telephone wiring/jacks ...... 20. Heating system ...... 38. TV antenna/receiver/satellite dish Gas Forced air gas Electric Leased X Owned ☐ Boiler (☐ Hot water ☐ Steam) 39. Trash compactor ..... 40. Water heater ....... 21. Heat pump ...... 22. Hot tub/whirlpool ...... 41. Water purifier/softener ..... 23. Humidifier ...... 42. Other\_

# Part 5. STRUCTURAL CONDITIONS:

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1.	What is the approximate age of the roof (if known)? 10 VERS years Type of roof: 3TAB CO	MP SHINGL
2.	Has there been any leaking or other problems with the roof, flashing or rain gutters?	Yes X No
	If Yes, when was the date of the last occurrence?	
3.	Have there been any repairs to the roof, flashing or rain gutters?	🗌 Yes 💢 No
	If Yes, please provide the date of the repairs:	
4.	Has there been any roof replacement?	🗌 Yes 💢 No
5.	If Yes, was the replacement complete or partial.  How many layers of roofing materials are currently on the roof (if known)? LODES LIKE DNE.  Have you made any homeowners' insurance claims on the Property?	
6.	Have you made any homeowners' insurance claims on the Property?	🗌 Yes 💢 No
٥.	If Yes, were all the claims addressed with repairs?	Yes No
7.	Has there ever been leakage/seepage in the basement or crawl space?	Yes No
8.	Has there been any damage to the Property due to fire, flood or wind?	Yes No
9.	Are there any structural problems with the Property?	Yes No
	Is any exterior wall covering of the structure covered with synthetic stucco?	Yes No
10.	If Yes, are you aware of any adverse conditions with the exterior wall covering?	Yes No
	If Yes, has there been an inspection to determine whether the structure has excessive moisture accumulation?	Yes No
11		Yes No
11.	Is there any damage to the chimney or fireplace?  When was the chimney or fireplace last cleaned or serviced? HAJENT USED.	☐ res ☐ No
12	to the area processed withing representative and the Property?	Yes 🔀 No
	Is there any exposed wiring presently in any structures on the Property?	Yes No
	Are there any windows or doors that leak or have broken thermopane seals?	Les Mino
14.	Have you ever experienced or are you aware of any:	Yes No
	Movement, shifting, deterioration or other problems with the crawl space, foundations, slab or walls?	Yes No
	Cracks or flaws in the basement floor, ceilings concrete slab, crawl space, foundations or garage?	
	Corrective action taking to remedy these structural conditions, including but not limited to bracing or piering?	Yes No
	Water leakage or dampness in the Property, crawl space or basement?	Yes No
	Dry rot, wood rot or similar conditions on the wood of the Property?	Yes No
	Problems with decks, driveways, fences, patios or retaining walls on the Property?	☐ Yes ☒ No
15.	Do you have any knowledge of any damage to the Property caused by termites or wood infestation?	Yes No
	If Yes, is the Property currently under warranty?	Yes No
	If Yes, please name the company here: THE WARRANTY GROW	□ , , <del>\</del> \ \ , .
16.	Have you had any termite/pest control treatments for the Property?	Yes 📉 No
	If Yes, please name the company and year treated here:	n., vd.,
	Has the ground been pre-treated for termites?	Yes No
18.	If you have answered "Yes" to any of the questions in Part 5, please attach documentation and explain here:	
	MINDR CRACKS IN CEILING SHEETROCK.	
10	Additional Comments:	
19.	Additional Comments:	
		7
Par	t 6. LAND CONDITIONS (BOUNDARIES, DRAINAGE, SOILS, ETC.):	
1.	Is the Property or any portion of the Property located in a flood zone, wetlands area or proposed to be	A 4
	located in such as designated by the Federal Emergency Management Agency (FEMA)?	🗌 Yes 🔼 No
2.	Are you aware of any drainage or flood problems on the Property or adjacent properties?	Yes 🔀 No
3.	Have any neighbors complained that the Property causes drainage problems?	Yes 🔼 No
4.	Has the Property had a stake survey?	Yes No
	If Yes, please attach a copy of the stake survey.	
5.	Are the boundaries of the Property marked in any way?	Yes No

	FLOOR & WAN PURNACE - IN LIVINGROOM & EAST BED	ROOM
	If Yes, what type?   Electric   Fuel Oil   Natural Gas   Heat Pump   Propane   Other   If Yes, please provide the name, age and location of the unit along with the date that the unit was last serviced a	nd by whom:
5.	Does the Property have heating systems?	X Yes No
	Please specify the location of the electrical panels here: EAST BEDROOM - SOUTH WAL	<u> </u>
4.	What type of electrical panels exist on the Property (if known)?	se Unknown
3.	What type of material is used in the electrical wiring (if known)?	
2.	If there is no electrical service connected to the Property, what is the distance to the electrical service?	
	If Yes, is there a meter?	X Yes No
1.	Is there electrical service connected to the Property?	Yes No
Par	t 8. ELECTRICAL, NATURAL GAS AND HEATING AND COOLING SYSTEMS:	,
7.	Additional Comments:	
6.	If Yes, please explain:	☐ 163 <b>△</b> [140
5. 6	If there are sewage facilities on or connected to the Property, when were they last serviced?	Yes No
_	If Yes, please specify:	
4.	Does the Property have any sewage facilities on or connected to it?	Yes No
	If Yes, please provide the results of such tests in separate documentation.	
3.	If the drinking water source is a Well, has the water originating from the well ever been tested?	Yes No
۷.	If the water source is a Well, please state: Type Depth Age	
1. 2.	What is the drinking water source on the Property? Public Water Private Water Well Cistern If the water source is a Well, please state: Type	Other None
Par	t 7. PLUMBING, SEWAGE AND WATER SYSTEMS:	
13.	Additional Comments:	
13	Additional Comments	
12.	If you have answered "Yes" to any of the questions in Part 6, please attach documentation and explain here:	-
	Are you aware of any diseased, dead or damaged trees or shrubs on the Property?	☐ Yes No
	problems that have occurred on the Property or in the immediate vicinity of the Property?	☐ Yes X No ☐ Yes X No
10.	Are you aware of any expansive soil, fill dirt, sliding, settling, earth movement, upheaval or earth stability	_ ~
	If Yes, is the Property owner responsible for the maintenance of any such shared features?	Yes No
9.	Are there any features of the Property shared in common with adjoining landowners, such as walls, fences, roads or driveways?	Yes No
8.	Are you aware of any encroachments, boundary line disputes or non-utility easements affecting the Property?	Yes X No
	If Yes, does the fencing belong to the Property?	Yes No
7.	Is there fencing on the Property?	🗌 Yes 💢 No
6.	Do you have an Improvement Location Certificate (ILC) for the Property?  If Yes, please attach a copy of the Improvement Location Certificate (ILC).	Yes 🔀 No
C	De you have an Improvement Location Cortificate (ILC) for the Property?	Vec M No

6.	Does the Property have air conditioning?  If Yes, what type?  Central Electric  Central Gas  Heat Pump  Window units  Other  If Yes, please provide the name, age and location of the unit along with the date that the unit was last serviced a	Yes No
7.	Does the Property have a water heater?  If Yes, what type?  If Yes, please provide the name, age and location of the unit along with the date that the unit was last serviced a LOCATED IN HOLLARY CLOSET - 2 JERS &D.	Yes No Gas Solar nd by whom:
8.	Are you aware of any problems relating to the electrical, gas and heating and cooling systems on the Property?  If Yes, please explain:	Yes No
9.	Additional Comments:	
Par	t 9. HAZARDOUS CONDITIONS:	
1.	Are you aware of any underground storage tanks on or near this Property?	☐ Yes No
2.	Are you aware of any previous or current existence of hazardous conditions on the Property (e.g., storage tanks, oil tanks, oil spills, tires, batteries or other hazardous conditions)?	Yes No
3.	Are you in possession of any previous environmental reports (e.g., Phase 1 Environmental Reports)? If Yes, please attach a copy of the environmental reports.	Yes No
4.	Are you aware of the previous disposal of any hazardous waste products, chemicals, polychlorinated	
5.	biphenyls (PCBs), hydraulic fluids, solvents, paints, illegal or other drugs or insulation on the Property?  Are you aware of any other environmental matters (e.g., discoloration of soil or vegetation or oil sheers in	Yes X No
	wet areas)?	🗌 Yes 🔀 No
6.	Are you aware of any existing hazardous conditions on the Property or adjacent properties (e.g., methane	Yes No
7.	gas, radon gas, methamphetamine production, radioactive material, landfill or toxic materials)?  Are you aware of any methamphetamine or other controlled substances being manufactured, stored or	I res No
/.	used on the Property?	Yes No
8.	Are you aware of any natural gas/oil wells, lines or storage facilities on the Property?	☐ Yes 🔼 No
	Are you aware of any other environmental conditions on the Property?	Yes No
	Have any other environmental inspections or tests been conducted on the Property?	Yes No
11.	If you have answered "Yes" to any of the questions in Part 9, please attach documentation and explain here:	
12.	Additional Comments:	
Par	t 10. NEIGHBORHOOD INFORMATION AND HOMEOWNERS' ASSOCIATIONS:	
1.	Are you aware of any current/pending assessments, bonds or special taxes that apply to the Property?	☐ Yes 📈 No
2.	Is the property subject to conditions, covenants or restrictions of a homeowners' association, common	☐ Yes 📉 No
3.	interest community or subdivision restrictions?  Are you aware of any violations of such conditions, covenants or restrictions on the Property?	Yes No
4.	Does the homeowners' association impose a transfer fee upon the sale of Property?	Yes No

5. 6. 7. 8.	Is the Property in a conservation, historic or special review district that requires any alterations or improvements	Yes No Yes No Yes No Yes No
	to the Property to be approved by a board, commission or panel?	
9.	Is the Property subject to a tax abatement?	Yes No
	Is the Property subject to a right of first refusal?	🗌 Yes 🔀 No
11.	If you have answered "Yes" to any of the questions in Part 10, please attach documentation and explain here:	
12	If you are required to pay assessments, dues, fees or any other periodic charges to a homeowners' associate	tion or common
12.	interest community, please specify here the amount and frequency of those payments:	
13.	Additional Comments:	
Par	t 11. OTHER MATTERS:	
Are	you aware of:	U v N
1.	Any violation of zoning, setbacks or restrictions or of a non-conforming use on the Property?	Yes No
2.	Any violation of laws or regulations affecting the Property?	Yes No
3.	Any existing or threatened legal action pertaining to the Property?	Yes No
4.	Any litigation or settlement pertaining to the Property?	Yes No
5.	Any current or future special assessments pertaining to the Property?	Yes No
6.	Any other conditions that may materially and adversely affect the value or desirability of the Property?	Yes No
7.	Any other condition that may prevent you from completing the sale of the Property?	Yes No
8.	Any burial grounds on the Property?	Yes No
9.	Any leases on the Property?	☐ Yes X No
	If Yes, please attach a copy of each lease agreement and describe the tenant's rights and obligations for vacating	the Property:
10.	Any easements or leases on the Property regarding wind energy?	Yes No
	If Yes, please attach a copy of the easement or lease agreement.	
11.	Any public authority contemplating condemnation proceedings?	Yes 💢 No
	Any government rule limiting the future use of the Property other than existing zoning regulations?	Yes No
	Any government plans or discussion of public projects that could lead to the formation of a special benefit	
	assessment district covering the Property or any portion of the Property?	Yes No
14.	Any interest in all or part of the Property that has been reserved by the previous owner or government action?	🗌 Yes 💢 No
	Any unrecorded interests affecting the Property?	🗌 Yes 💢 No
	Anything that would interfere in passing clear title to the BUYER?	🗌 Yes 🔀 No
	Any general stains or pet stains to the carpet, flooring or sub-flooring?	🗌 Yes 🔀 No
	If you have answered "Yes" to any of the questions in Part 11, please attach documentation and explain here:	
19.	Additional Comments:	

#### Part 12. ACKNOWLEDGEMENT AND AGREEMENT:

- 1. The information provided in this Statement is the representation of the SELLER and not the representation of any real estate licensees involved in this transaction. Once the Statement is signed by both the BUYER and SELLER, the information contained in the Statement will become part of any Contract to purchase the Property between the BUYER and SELLER.
- The information provided in this Statement has been furnished by the SELLER, who certifies to the truth thereof to the best of SELLER'S belief and knowledge, as of the date signed by the SELLER. Any substantive changes subsequent to initial completion of the Statement will be disclosed by the SELLER to the BUYER prior to the signing of the Contract to purchase the Property.
- BUYER acknowledges that BUYER has received, read and understood a signed copy of the Statement from the SELLER, the SELLER'S agent or any other real estate licensees involved in this transaction.
- 4. BUYER agrees that BUYER has carefully inspected the Property. Subject to any inspections allowed under the Contract to purchase the Property with the SELLER, BUYER agrees to purchase the Property in its present condition only and without warranties or guarantees of any kind by the SELLER or any real estate licensee concerning the condition of the Property.
- 5. BUYER agrees to verify any of the above information that is important to the BUYER by an independent investigation. BUYER has
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	been advised by the SELLER to have the Property examined by professional inspectors.			
6.	0	,	tate licensees involved in the transactions of the S	
			on of the Property are being relied upo	
	disclosed above or as fully set forth as follows and signed by the SELLER in this Statement or by real estate licensees in a			
	separate document:  OWNER OF THE  IN THE STATE	S PROPERTY	IS A LICENSED	BROKER_
			SIGNING. WHEN SIGNED BY ALL PARTI	•
	Carl Dungtons	12-26-2015		
SEL	LER'S SIGNATURE	DATE	BUYER'S SIGNATURE	DATE
SEL	LER'S SIGNATURE	DATE	BUYER'S SIGNATURE	DATE