



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

SELLER: EJV Realty, LLC

PROPERTY: 7616 W. 65th Terrace, Overland Park, KS 66202

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 understands that the law requires disclosure of any material defects, known to SELLER, in the Property to prospective Buyer(s) and that failure to do so may result in civil liability for damages. 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? 67 How long have you owned? 6 months
Does SELLER currently occupy the Property? Yes No [X]
If "No", how long has it been since SELLER occupied the Property? n/a 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 [X]
(b) Any sliding, settling, earth movement, upheaval or earth stability problems on the Property? Yes No [X]
(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 [X]
(d) Any drainage or flood problems on the Property or adjacent properties? Yes No [X]
(e) Any flood insurance premiums that you pay? Yes No [X]
(f) Any need for flood insurance on the Property? Yes No [X]
(g) Any boundaries of the Property being marked in any way? Yes No [X]
(h) The Property having had a stake survey? If "Yes", attach copy. Yes No [X]
(i) Any encroachments, boundary line disputes, or non-utility easements affecting the Property? Yes No [X]
(j) Any fencing on the Property? Yes [X] No
If "Yes", does fencing belong to the Property? N/A [X] Yes No
(k) Any diseased, dead, or damaged trees or shrubs on the Property? Yes No [X]
(l) Any gas/oil wells, lines or storage facilities on Property or adjacent property? Yes No [X]
(m) Any oil/gas leases, mineral, or water rights tied to the Property? Yes No [X]

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

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48 **5. ROOF.**

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

57 **If any of the answers in this section are "Yes", explain in detail (attach all warranty information**
 58 **and other documentation):** _____
 59 _____
 60 _____

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

- 62 (a) Any termites, wood destroying insects, or **other** pests on the Property? Yes No
- 63 (b) Any damage to the Property by termites, wood destroying insects or **other**
 64 pests? Yes No
- 65 (c) Any termite, wood destroying insects or **other** pest control treatments on the
 66 Property in the last five (5) years? Yes No
- 67 If "Yes", list company, **when and where** treated _____
- 68 (d) Any current warranty, bait stations or other treatment coverage by a licensed
 69 pest control company on the Property? Yes No
- 70 If "Yes", the annual cost of service renewal is \$ _____ and the time
 71 remaining on the service contract is _____. **(Check one)** The treatment
 72 system stays with the Property or the treatment system is subject to removal by the
 73 treatment company if annual service fee is not paid.

74 **If any of the answers in this section are "Yes", explain in detail (attach all warranty information and**
 75 **other documentation):** _____
 76 _____
 77 _____
 78 _____
 79 _____

80 **7. STRUCTURAL, BASEMENT/CRAWL SPACE, FIREPLACE AND EXTERIOR ITEMS.**
 81 **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 including, but not limited to firebox, chimney,
 92 chimney cap and/or gas line? Yes No
- 93 Date of any repairs, inspection(s) or cleaning? _____
- 94 Date of last use? _____
- 95 (h) Does the Property have a sump pump? Yes No
- 96 If "Yes", location: _____
- 97 (i) Any repairs or other attempts to control the cause or effect of any problem
 98 described above? Yes No
- 99

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100 If any of the answers in this section are "Yes" (except h), explain in detail (attach all warranty
101 information and other documentation): _____
102 _____
103 _____
104 _____

105
106 **8. ADDITIONS AND/OR REMODELING.**

- 107 (a) Are you aware of any additions, structural changes, or other material
108 alterations to the Property? Yes No
109 If "Yes", explain in detail: _____
110 _____
- 111 (b) If "Yes", were all necessary permits and approvals obtained, and was all
112 work in compliance with building codes? N/A Yes No
113 If "No", explain in detail: _____
114 _____

115
116 **9. PLUMBING RELATED ITEMS.**

- 117 (a) What is the drinking water source? Public Private Well Cistern
118 If well water, state type _____ depth _____
119 diameter _____ age _____
- 120 (b) If the drinking water source is a well, when was the water last checked for
121 safety and what was the result of the test? _____
- 122 (c) Is there a water softener on the Property? Yes No
123 If "Yes", is it: Leased Owned?
- 124 (d) Is there a water purifier system? Yes No
125 If "Yes", is it: Leased Owned?
- 126 (e) What type of sewage system serves the Property? Public Sewer Private Sewer
127 Septic System Cesspool Lagoon Other _____
- 128 (f) The location of the sewer line clean out trap is: _____ crawl space
- 129 (g) Is there a sewage pump on the septic system? N/A Yes No
- 130 (h) Is there a grinder pump system? Yes No
- 131 (i) If there is a privately owned system, when was the septic tank, cesspool, or sewage
132 system last serviced? _____ By whom? _____
- 133 (j) Is there a sprinkler system? Yes No
134 Does sprinkler system cover full yard and landscaped areas? N/A Yes No
135 If "No", explain in detail: _____
- 136 (k) Are you aware of any leaks, backups, or other problems relating to any of the,
137 plumbing, water, and sewage related systems? Yes No
- 138 (l) Type of plumbing material currently used in the Property:
139 Copper Galvanized Other _____ some PEX plumbing has recently been installed
140 The location of the main water shut-off is: _____
- 141 (m) Is there a back flow prevention device on the lawn sprinkling system,
142 sewer or pool? N/A Yes No

143 If your answer to (k) in this section is "Yes", explain in detail (attach available
144 documentation): _____
145 _____
146 _____
147 _____

148

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148 **10. HEATING AND AIR CONDITIONING.**

- 149 (a) Does the Property have air conditioning? Yes No
- 150 Central Electric Central Gas Heat Pump Window Unit(s)
- 151 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
- 152 1. ???
- 153 2.
- 154 (b) Does the Property have heating systems? Yes No
- 155 Electric Fuel Oil Natural Gas Heat Pump Propane
- 156 Fuel Tank Other _____
- 157 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
- 158 1. ??? Owned
- 159 2.
- 160 (c) Are there rooms without heat or air conditioning? Yes No
- 161 If "Yes", which room(s)? _____
- 162 (d) Does the Property have a water heater? Yes No
- 163 Electric Gas Solar Tankless
- 164 Unit Age of Unit Leased Owned Location Capacity Last Date Serviced/By Whom?
- 165 1. new Owned
- 166 2.
- 167 (e) Are you aware of any problems regarding these items? Yes No
- 168 If "Yes", explain in detail: _____
- 169 _____
- 170 _____
- 171 _____

172 **11. ELECTRICAL SYSTEM.**

- 173 (a) Type of material used: Copper Aluminum Unknown
- 174 (b) Type of electrical panel(s): Breaker Fuse
- 175 Location of electrical panel(s): _____ garage
- 176 Size of electrical panel (total amps), if known: _____
- 177 (c) Are you aware of any problem with the electrical system? Yes No
- 178 If "Yes", explain in detail: _____
- 179 _____
- 180 _____
- 181 _____

182 **12. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:**

- 183 (a) Any underground tanks on the Property? Yes No
- 184 (b) Any landfill on the Property? Yes No
- 185 (c) Any toxic substances on the Property, (e.g. tires, batteries, etc.)? Yes No
- 186 (d) Any testing for any of the above-listed items on the Property? Yes No
- 187 (e) Any professional testing/mitigation for radon on the Property? Yes No
- 188 (f) Any professional testing/mitigation for mold on the Property? Yes No
- 189 (g) Any other environmental issues? Yes No
- 190 (h) Any methamphetamine or controlled substances ever being
- 191 used or manufactured on the Property? Yes No
- 192 **(In Missouri, a separate disclosure is required if methamphetamine or**
- 193 **other controlled substances have been present on or in the Property.)**
- 194

195 EV Initials Initials _____

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195 If any of the answers in this section are "Yes", explain in detail (attach test results and other
196 documentation): _____
197 _____
198 _____
199 _____

200
201 **13. NEIGHBORHOOD INFORMATION & HOMEOWNER'S ASSOCIATION. ARE YOU AWARE OF:**

- 202 (a) Any current/pending bonds, assessments, or special taxes that
203 apply to Property? Yes No
204 If "Yes", what is the amount? \$ _____
- 205 (b) Any condition or proposed change in your neighborhood or surrounding
206 area or having received any notice of such? Yes No
- 207 (c) Any defect, damage, proposed change or problem with any
208 common elements or common areas? Yes No
- 209 (d) Any condition or claim which may result in any change to
210 assessments or fees? Yes No
- 211 (e) Any streets that are privately owned? Yes No
- 212 (f) The Property being in a historic, conservation or special review district that
213 requires any alterations or improvements to the Property be approved by a
214 board or commission? Yes No
- 215 (g) The Property being subject to tax abatement? Yes No
- 216 (h) The Property being subject to a right of first refusal? Yes No
217 If "Yes", number of days required for notice: _____
- 218 (i) The Property being subject to covenants, conditions, and restrictions of a
219 Homeowner's Association or subdivision restrictions? Yes No
- 220 (j) Any violations of such covenants and restrictions? N/A Yes No
- 221 (k) The Homeowner's Association imposing its own transfer fee and/or
222 initiation fee when the Property is sold? N/A Yes No
223 If "Yes", what is the amount? \$ _____

224
225 Homeowner's Association dues are paid in full until n/a in the amount of \$ _____
226 payable yearly semi-annually monthly quarterly, sent to _____ and
227 such includes: _____

228 Homeowner's Association/Management Company contact name, phone number, website, or email
229 address: _____
230 _____
231 _____

232 If any of the answers in this section are "Yes" (except i and k), explain in detail (attach other
233 documentation): _____
234 _____
235 _____

236
237 **14. PREVIOUS INSPECTION REPORTS.**

- 238 (a) Has Property been inspected in the last twelve (12) months? Yes No
239 If "Yes", a copy of inspection report(s) are available upon request.

240
241 **15. OTHER MATTERS. ARE YOU AWARE OF:**

- 242 (a) Any of the following?
243 Party walls Common areas Easement Driveways Yes No
- 244 (b) Any fire damage to the Property? Yes No
- 245 (c) Any liens, other than mortgage(s)/deeds of trust currently on the Property? . Yes No
- 246 (d) Any violations of laws or regulations affecting the Property? Yes No

247

Initials	Initials
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- 247 (e) Any other conditions that may materially affect the value
 248 or desirability of the Property? Yes No
- 249 (f) Any other condition, including but not limited to financial, that may prevent
 250 you from completing the sale of the Property? Yes No
- 251 (g) Any general stains or pet stains to the carpet, the flooring or sub-flooring? .. Yes No
- 252 (h) Missing keys for any exterior doors, including garage doors to the Property? Yes No
- 253 List locks without keys _____
- 254 (i) Any violations of zoning, setbacks or restrictions, or non-conforming uses? . Yes No
- 255 (j) Any unrecorded interests affecting the Property? Yes No
- 256 (k) Anything that would interfere with giving clear title to the BUYER? Yes No
- 257 (l) Any existing or threatened legal action pertaining to the Property? Yes No
- 258 (m) Any litigation or settlement pertaining to the Property? Yes No
- 259 (n) Any added insulation since you have owned the Property? Yes No
- 260 (o) Having replaced any appliances that remain with the Property in the
 261 past five (5) years? Yes No
- 262 (p) Any transferable warranties on the Property or any of its
 263 components?..... Yes No
- 264 (q) Having made any insurance or other claims pertaining to the Property
 265 in the past five (5) years? Yes No
- 266 If "Yes", were repairs from claim(s) completed? N/A Yes No
- 267 (r) Any use of synthetic stucco on the Property? Yes No

268 **If any of the answers in this section are "Yes", explain in detail:** _____

- 269 (n) added insulation in various places it was missing in garage and attic
 270 (o) new appliances: range, microwave, water heater, dishwasher
 271 (p) rood newly installed in 2014 and warranty is transferable
 272 _____

273
 274 **16. UTILITIES.** Identify the name and phone number for utilities listed below.

275 Electric Company Name: _____ KCPL _____ Phone # _____
 276 Gas Company Name: _____ KS Gas _____ Phone # _____
 277 Water Company Name: _____ Water One _____ Phone # _____
 278

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

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

292	Bathroom mirrors	Lighting and light fixtures	Shelving, racks and towel bars
293	Fences	Mounted entertainment brackets	(if attached)
294	Fireplace grates, screens and/or	Other mirrors (if attached)	Storm windows, doors & screens
295	glass doors (if attached)	Plumbing equipment and fixtures	Window blinds, curtains, coverings
296	Floor coverings (if attached)		and mounting components
297			

298 Initials _____ Initials
 299 SELLER | SELLER BUYER | BUYER

298 **Fill in all blanks using one of the abbreviations listed below.**
 299 **“OS” = Operating and Staying with the Property (any item that is performing its intended**
 300 **function).**
 301 **“EX” = Staying with the Property but Excluded from Mechanical Repairs; cannot be an**
 302 **Unacceptable Condition.**
 303 **“NA” = Not applicable (any item not present).**
 304 **“NS” = Not staying with the Property (item should be identified as “NS” below.)**

305
 306
 307 NA Air Conditioning Window Units, # ___
 308 OS Air Conditioning Central System
 309 NA Attic Fan
 310 OS Ceiling Fan(s), # 2
 311 NA Central Vac and Attachments
 312 NA Doorbell
 313 NA Electric Air Cleaner or Purifier
 314 OS Exhaust Fan(s) – Baths
 315 NA Fences – Invisible & Controls
 316 Fireplace(s), # 0
 Location #1 _____ Location #2 _____
 317 _____ Chimney _____ Chimney
 318 _____ Gas Logs _____ Gas Logs
 319 _____ Gas Starter _____ Gas Starter
 320 _____ Heat Re-circulator _____ Heat Re-circulator
 321 _____ Insert _____ Insert
 322 _____ Wood Burning Stove _____ Wood Burning Stove
 323 _____ Other _____ Other
 324
 325 NA Fountain(s)
 326 NA Furnace/Heat Pump/Other Htg System
 327 NA Garage Door Keyless Entry
 328 OS Garage Door Opener(s), # 1
 329 OS Garage Door Transmitter(s), # 2
 330 NA Gas Yard Light
 331 NA Humidifier
 332 NA Intercom
 333 NA Jetted Tub
 334 **KITCHEN APPLIANCES**
 335 Cooking Unit
 336 NA Cooktop ___Elec. ___Gas
 337 OS Microwave Oven
 338 NA Oven
 339 ___Elec. ___Gas ___Convection
 340 OS Stove/Range
 341 ___Elec. Gas ___Convection
 342 OS Dishwasher
 343 NA Disposal
 344 NA Freezer
 Location _____
 345 NA Icemaker
 346 NA Refrigerator (#1)
 Location _____
 347 NA Refrigerator (#2)
 Location _____
 348
 349 NA Trash Compactor

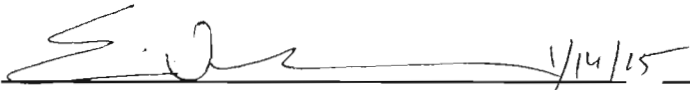
NA Laundry - Washer
NA Laundry - Dryer
 ___Elec. ___Gas
MOUNTED ENTERTAINMENT EQUIPMENT
 ___ Item #1 _____
 ___ Location _____
 ___ Item #2 _____
 ___ Location _____
 ___ Item #3 _____
 ___ Location _____
 ___ Item #4 _____
 ___ Location _____
NA Outside Cooking Unit
NA Propane Tank
 ___ Owned ___ Leased
NA Security System
 ___ Owned ___ Leased
NA Smoke/Fire Detector(s), # ___
NA Spa/Hot Tub
NA Spa/Sauna
NA Spa Equipment
NA Sprinkler System Auto Timer
NA Sprinkler System Back Flow Valve
NA Sprinkler System (Components & Controls)
NA Statuary/Yard Art
NA Sump Pump
NA Swimming Pool
NA Swimming Pool Heater
NA Swimming Pool Equipment
NA TV Antenna/Receiver/Satellite Dish
 ___ Owned ___ Leased
NA Water Softener and/or Purifier
 ___ Owned ___ Leased
 ___ Other _____
 ___ Other _____
 ___ Other _____
 ___ Other _____
 ___ Other _____
 ___ Other _____
 ___ Other _____
 ___ Other _____
 ___ Other _____
 ___ Other _____
 ___ Other _____

 Initials _____ Initials _____
 SELLER | SELLER BUYER | BUYER

352 Disclose any material information and describe any significant repairs, improvements or alterations to the
353 Property not fully revealed above. If applicable, state who did the work. Attach to this disclosure any repair
354 estimates, reports, invoices, notices or other documents describing or referring to the matters revealed
355 herein: _____
356 _____
357 _____

358
359 The undersigned SELLER represents, to the best of their knowledge, the information set forth in the
360 foregoing Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure
361 Statement to be a warranty or guarantee of any kind. SELLER hereby authorizes the Licensee assisting
362 SELLER to provide this information to prospective BUYER of the Property and to real estate brokers and
363 salespeople. **SELLER will promptly notify Licensee assisting the SELLER, in writing, if any**
364 **information in this disclosure changes prior to Closing, and Licensee assisting the SELLER will**
365 **promptly notify Licensee assisting the BUYER, in writing, of such changes. (SELLER and BUYER**
366 **initial and date any changes and/or attach a list of additional changes. If attached, # _____ of**
367 **pages).**
368

369 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,**
370 **THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**
371 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**
372

373
374  1/14/15
375 **SELLER** _____ **DATE** **SELLER** _____ **DATE**
376 Eric Vosburgh, manager, member, EJV Realty LLC

377 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**
378

- 379 1. I understand and agree the information in this form is limited to information of which SELLER has
380 actual knowledge and SELLER need only make an honest effort at fully revealing the information
381 requested.
382 2. This Property is being sold to me without warranties or guaranties of any kind by SELLER, Broker(s) or
383 agents concerning the condition or value of the Property.
384 3. I agree to verify any of the above information, and any other important information provided by
385 SELLER or Broker (including any information obtained through the Multiple Listing Service) by an
386 independent investigation of my own. I have been specifically advised to have Property examined by
387 professional inspectors.
388 4. I acknowledge neither SELLER nor Broker is an expert at detecting or repairing physical defects in
389 Property.
390 5. I specifically represent there are no important representations concerning the condition or value of
391 Property made by SELLER or Broker on which I am relying except as may be fully set forth in writing
392 and signed by them.
393
394
395

396 **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. Last revised 10/14. All previous versions of this document may no longer be valid. Copyright January 2015.