



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

SELLER: James T. Carr (ASP)

PROPERTY: 1234 Huntington Road, Kansas City, MO 64113

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? 92 How long have you owned? 5
Does SELLER currently occupy the Property? Yes [X] 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 [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 [X] No []
h. The Property having had a stake survey? 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 [] Yes [X] 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", explain in detail or attach other documentation:

4j. Partial sections on the west and east sides of the property belong to property. Fence on North side belongs to neighbors

Initials SELLER SELLER Initials BUYER BUYER

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

56 **If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other**
 57 **documentation:** _____

58 5c. Minor repairs done to slate roof in 2017

59 5d. Composite roof over garage replaced in 2017

- 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 _____.
 72 **(Check one)** The treatment system stays with the Property or the treatment system is
 73 subject to removal by the treatment company if annual service fee is not paid.
 74

75 **If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other**
 76 **documentation:** _____

- 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, foundations,
 83 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 the Property? Yes No
 90 g. Any problems with fireplace including, but not limited to firebox, chimney,
 91 chimney cap and/or gas line? Yes No
 92 Date of any repairs, inspection(s) or cleaning? Chimney relined in 2013 and cleaned 2017
 93 Date of last use? _____ Have not used
 94 h. Does the Property have a sump pump? Yes No
 95 If "Yes", location: _____ basement
 96 i. Any repairs or other attempts to control the cause or effect of any problem described above?..... Yes No
 97

98 **If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other**
 99 **documentation:** _____

100 7d. Moisture entered unfinished portion of basement from the northeast corner in 2016. Problem remedied by
 101 installing exterior drain system, tile drain under basement floor and sump pump in basement. No problems since.

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102 **8. ADDITIONS AND/OR REMODELING.**
 103 a. Are you aware of any additions, structural changes, or other material alterations to
 104 the Property? Yes No
 105 If "Yes", explain in detail: No remodeling done by current owner. Previous owners updated
 106 kitchen, bathrooms, basement and added garage.
 107 b. If "Yes", were all necessary permits and approvals obtained, and was all work in
 108 compliance with building codes? N/A Yes No
 109 If "No", explain in detail: _____
 110 _____

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

139 **If your answer to (k) in this section is "Yes", explain in detail or attach available**
 140 **documentation:** _____
 141 _____
 142 _____
 143 _____

 Initials _____ Initials _____
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144 **10. HEATING AND AIR CONDITIONING.**

145 a. Does the Property have air conditioning? Yes No

146 Central Electric Central Gas Heat Pump Window Unit(s)

147 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?

148 1. 5 x bsmt 7/16/18 Neal Harris

149 2. 9 x attic 7/16/18 Neal Harris

150 b. Does the Property have heating systems? Yes No

151 Electric Fuel Oil Natural Gas Heat Pump Propane

152 Fuel Tank Other _____

153 Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?

154 1. 5 x bsmt 7/16/18 Neal Harris

155 2. 9 x attic 7/16/18 Neal Harris

156 c. Are there rooms without heat or air conditioning? Yes No

157 _____

158 If "Yes", which room(s)? _____

159 d. Does the Property have a water heater? Yes No

160 Electric Gas Solar Tankless

161 Unit Age of Unit Leased Owned Location Capacity Last Date Serviced/By Whom?

162 1. 7 x bsmt _____

163 2. 7 x bsmt _____

164 e. Are you aware of any problems regarding these items? Yes No

165 If "Yes", explain in detail: _____

166 _____

167 _____

168 _____

169 **11. ELECTRICAL SYSTEM.**

170 a. Type of material used: Copper Aluminum Unknown

171 b. Type of electrical panel(s): Breaker Fuse

172 Location of electrical panel(s): main panel is in garage and there is a sub panel in basement

173 Size of electrical panel (total amps), if known: 200 amps - Service is underground

174 c. Are you aware of any problem with the electrical system? Yes No

175 If "Yes", explain in detail: _____

176 _____

177 _____

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

179 a. Any underground tanks on the Property? Yes No

180 b. Any landfill on the Property? Yes No

181 c. Any toxic substances on the Property, (e.g. tires, batteries, etc.)? Yes No

182 d. Any testing for any of the above-listed items on the Property? Yes No

183 e. Any professional testing/mitigation for radon on the Property? Yes No

184 f. Any professional testing/mitigation for mold on the Property? Yes No

185 g. Any other environmental issues? Yes No

186 h. Any methamphetamine or controlled substances ever being

187 used or manufactured on the Property? Yes No

188 (In Missouri, a separate disclosure is required if methamphetamine or

189 other controlled substances have been present on or in the Property.)

190 If any of the answers in this section are "Yes", explain in detail or attach test results and other

191 documentation: _____

192 _____

193 _____

194 _____

195 _____

 Initials _____ Initials _____

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

218 Homeowner's Association dues are paid in full until _____ June _____ in the amount of \$180
 219 payable yearly semi-annually monthly quarterly, sent to _____ and such
 220 includes: _____
 221 Homeowner's Association/Management Company contact name, phone number, website, or email address:
 222 Stratford Gardens Homes Association
 223 Homes Association of Kansas City 913.385.2440
 224 _____
 225 _____

226
 227 If any of the answers in this section are "Yes" (except h and k), explain in detail or attach other
 228 documentation: _____
 229 _____
 230 _____

- 231 **14. PREVIOUS INSPECTION REPORTS.**
 232 Has Property been inspected in the last twelve (12) months? Yes No
 233 If "Yes", a copy of inspection report(s) are available upon request.
 234

- 235 **15. OTHER MATTERS. ARE YOU AWARE OF:**
 236 a. Any of the following?
 237 Party walls Common areas Easement Driveways Yes No
 238 b. Any fire damage to the Property? Yes No
 239 c. Any liens, other than mortgage(s)/deeds of trust currently on the Property? Yes No
 240 d. Any violations of laws or regulations affecting the Property? Yes No
 241 e. Any other conditions that may materially affect the value
 242 or desirability of the Property? Yes No
 243 f. Any other condition, including but not limited to financial, that may prevent
 244 you from completing the sale of the Property? Yes No
 245 g. Any general stains or pet stains to the carpet, the flooring or sub-flooring? Yes No
 246 h. Missing keys for any exterior doors, including garage doors to the Property? Yes No
 247 List locks without keys _____
 248 i. Any violations of zoning, setbacks or restrictions, or non-conforming uses? Yes No
 249 j. Any unrecorded interests affecting the Property? Yes No
 250 k. Anything that would interfere with giving clear title to the BUYER? Yes No

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- 251 l. Any existing or threatened legal action pertaining to the Property? Yes No
- 252 m. Any litigation or settlement pertaining to the Property? Yes No
- 253 n. Any added insulation since you have owned the Property? Yes No
- 254 o. Having replaced any appliances that remain with the Property in the
- 255 past five (5) years? Yes No
- 256 p. Any transferable warranties on the Property or any of its
- 257 components? Yes No
- 258 q. Having made any insurance or other claims pertaining to the Property
- 259 in the past five (5) years? Yes No
- 260 If "Yes", were repairs from claim(s) completed?..... N/A Yes No
- 261 r. Any use of synthetic stucco on the Property? Yes No

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

263 15o. Oven, microwave, dishwasher and kitchen beverage fridge replaced 2018. Large kitchen refrigerator is 5

264 years old. Age of refrigerator in sun room is unknown.

265 _____

266 _____

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

269 Electric Company Name: _____	KCPL	Phone #	888-471-5275
270 Gas Company Name: _____	MO Gas Energy	Phone #	800-582-1234
271 Water Company Name: _____	KCMO Water Service	Phone #	816-513-0123
272 Trash Company Name: _____	City	Phone #	_____
273 Other: _____		Phone #	_____
274 Other: _____		Phone #	_____

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

277 The Residential Real Estate Sale Contract, including this paragraph of the residential Seller's Disclosure and

278 Condition of Property Addendum ("Seller's Disclosure"), not the MLS, or other promotional material, provides for

279 what is included in the sale of the Property. Items listed in the "Additional Inclusions" or "Exclusions" in

280 Subparagraphs 1a and 1b of the Contract supersede the Seller's Disclosure and the pre-printed list in Paragraph 1

281 of the Contract. If there are no "Additional Inclusions" or "Exclusions" listed, the Seller's Disclosure and the pre-

282 printed list govern what is or is not included in this sale. If there are differences between the Seller's Disclosure and

283 the Paragraph 1 list, the Seller's Disclosure governs. Unless modified by the Seller's Disclosure and/or the

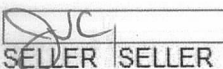
284 "Additional Inclusions" and/or the "Exclusions" in Paragraph 1a and/or 1b, all existing improvements on the Property

285 (if any) and appurtenances, fixtures and equipment (which seller agrees to own free and clear), whether buried,

286 nailed, bolted, screwed, glued or otherwise permanently attached to Property are expected to remain with Property,

287 including, but not limited to:

- | | | |
|--------------------------------------|---------------------------------|------------------------------------|
| 289 Bathroom mirrors | Lighting and light fixtures | Shelving, racks and towel bars |
| 290 Fences | Mounted entertainment brackets | (if attached) |
| 291 Fireplace grates, screens and/or | Other mirrors (if attached) | Storm windows, doors & screens |
| 292 glass doors (if attached) | Plumbing equipment and fixtures | Window blinds, curtains, coverings |
| 293 Floor coverings (if attached) | | and mounting components |

 Initials _____ Initials _____
 SELLER SELLER BUYER BUYER

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

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

ns Laundry - Washer
ns Laundry - Dryer
 Elec. _____ Gas
 MOUNTED ENTERTAINMENT EQUIPMENT
na Item #1 _____
 Location _____
na Item #2 _____
 Location _____
na Item #3 _____
 Location _____
na Item #4 _____
 Location _____
ns Outside Cooking Unit _____ Playset
 _____ Playset
na Propane Tank
 _____ Owned _____ Leased
os Security System
 _____ Owned _____ Leased
os Shed
os Smoke/Fire Detector(s), #____
na Spa/Hot Tub
na Spa/Sauna
na Spa Equipment
os Sprinkler System Auto Timer
os Sprinkler System Back Flow Valve
os Sprinkler System (Components & Controls)
ns Statuary/Yard Art
os Sump Pump
na Swimming Pool
na Swimming Pool Heater
na Swimming Pool Equipment
os TV Antenna/Receiver/Satellite Dish
 _____ Owned _____ Leased
os Water Heater
na Water Softener and/or Purifier
 _____ Owned _____ Leased
ex Other _____ 1st floor speakers/wiring
 _____ Other (previous owner installed wire
 _____ Other for speaker system that has
 _____ Other not been used by us) _____
 _____ Other _____
os Other _____ Refrigerator #3 - sun room
ns Other _____ Refrigerator #4 - garage
 _____ Other _____
 _____ Other _____

SC Initials _____ Initials _____
 SELLER SELLER BUYER BUYER

347 Disclose any material information and describe any significant repairs, improvements or alterations to the Property not
348 fully revealed above. If applicable, state who did the work. Attach to this disclosure any repair estimates, reports,
349 invoices, notices or other documents describing or referring to the matters revealed herein:
350

351 Fireplace #2 located in basement is not operational and excluded from mechanical repairs. It has a small metal flu that
352 appears to have been covered up during past remodels.
353

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

363 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS**
364 **DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**
365 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**
366

367
368
369
370  7/17/18
371 SELLER James T. Carr DATE SELLER DATE

372 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**
373

- 374
375 1. I understand and agree the information in this form is limited to information of which SELLER has actual knowledge
376 and SELLER need only make an honest effort at fully revealing the information requested.
377 2. This Property is being sold to me without warranties or guaranties of any kind by SELLER, Broker(s) or agents
378 concerning the condition or value of the Property.
379 3. I agree to verify any of the above information, and any other important information provided by SELLER or Broker(s)
380 (including any information obtained through the Multiple Listing Service) by an independent investigation of my own.
381 I have been specifically advised to have Property examined by professional inspectors.
382 4. I acknowledge neither SELLER nor Broker(s) is an expert at detecting or repairing physical defects in Property.
383 5. I specifically represent there are no important representations concerning the condition or value of Property made by
384 SELLER or Broker(s) on which I am relying except as may be fully set forth in writing and signed by them.
385
386
387
388

389 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 thi 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 09/17. All previous versions of this document may no longer be valid. Copyright January 2018.