



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

SELLER: John Hueser and MariLou McAnany Hueser (AMC)

PROPERTY: 105 NE Shoreview Court, Lees Summit, MO 64064

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.

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? 38 How long have you owned? 13 years
Does SELLER currently occupy the Property? Yes [X] No []
If "No", how long has it been since SELLER occupied the Property? n/a years/months

4. TYPE OF CONSTRUCTION. [] Manufactured [] Modular [X] Conventional/Wood Frame
[] Mobile [] Other

5. 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? 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 [] No [X]
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", explain in detail or attach other documentation:

Initials [Handwritten] SELLER SELLER Initials [] BUYER BUYER

50 6. ROOF.

- 51 a. Approximate Age: 5 years Unknown Type: Composite
- 52 b. Have there been any problems with the roof, flashing or rain gutters? Yes No
- 53 If "Yes", what was the date of the occurrence? 2015
- 54 c. Have there been any repairs to the roof, flashing or rain gutters? Yes No
- 55 Date of and company performing such repairs _____ / _____
- 56 d. Has there been any roof replacement? Yes No
- 57 If "Yes", was it: Complete or Partial
- 58 e. What is the number of layers currently in place? 1 layers or Unknown.

60 **If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other**
 61 **documentation:** (a) New roof installed 2014 by Redhammer Roof Group llc.
 62 (b) Minor leaks around flashing repaired in 2015

65 7. INFESTATION. ARE YOU AWARE OF:

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

79 **If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other**
 80 **documentation:** Preventive maintenance performed annually by Gunter Pest Control

84 8. STRUCTURAL, BASEMENT/CRAWL SPACE, FIREPLACE AND EXTERIOR ITEMS.
85 ARE YOU AWARE OF:

- 86 a. Any movement, shifting, deterioration, or other problems with walls, foundations,
- 87 crawl space or slab? Yes No
- 88 b. Any cracks or flaws in the walls, ceilings, foundations, concrete slab,
- 89 crawl space, basement floor or garage? Yes No
- 90 c. Any corrective action taken including, but not limited to piercing or bracing? Yes No
- 91 d. Any water leakage or dampness in the house, crawl space or basement? Yes No
- 92 e. Any dry rot, wood rot or similar conditions on the wood of the Property? Yes No
- 93 f. Any problems with driveways, patios, decks, fences or retaining walls on the Property? Yes No
- 94 g. Any problems with fireplace including, but not limited to firebox, chimney,
- 95 chimney cap and/or gas line? Yes No
- 96 Date of any repairs, inspection(s) or cleaning? _____
- 97 Date of last use? _____
- 98 h. Does the Property have a sump pump? Yes No
- 99 If "Yes", location: basement
- 100 i. Any repairs or other attempts to control the cause or effect of any problem described above?..... Yes No

102 **If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other**
 103 **documentation:** (f) Driveway has had settling over the years resulting in mudjacking (date unknown)
 104 (g) fire place caps where replaced 2012

105 WJH JHH Initials
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9. ADDITIONS AND/OR REMODELING.

- a. Are you aware of any additions, structural changes, or other material alterations to the Property? Yes No
If "Yes", explain in detail: Deck on back of house replaced 2009
- b. If "Yes", were all necessary permits and approvals obtained, and was all work in compliance with building codes? N/A Yes No
If "No", explain in detail: _____

10. PLUMBING RELATED ITEMS.

- a. What is the drinking water source? Public Private Well Cistern
If well water, state type _____ depth _____
diameter _____ age _____
- b. If the drinking water source is a well, when was the water last checked for safety and what was the result of the test? _____
- c. Is there a water softener on the Property? Yes No
If "Yes", is it: Leased Owned?
- d. Is there a water purifier system? Yes No
If "Yes", is it: Leased Owned?
- e. What type of sewage system serves the Property? Public Sewer Private Sewer
 Septic System Cesspool Lagoon Other _____
- f. The location of the sewer line clean out trap is: basement
- g. Is there a sewage pump on the septic system? N/A Yes No
- h. Is there a grinder pump system? Yes No
- i. If there is a privately owned system, when was the septic tank, cesspool, or sewage system last serviced? _____ By whom? _____
- j. Is there a sprinkler system? Yes No
Does sprinkler system cover full yard and landscaped areas? N/A Yes No
If "No", explain in detail: _____
- k. Are you aware of any leaks, backups, or other problems relating to any of the, plumbing, water, and sewage related systems? Yes No
- l. Type of plumbing material currently used in the Property:
 Copper Galvanized PVC PEX Other _____
The location of the main water shut-off is: basement
- m. Is there a back flow prevention device on the lawn sprinkling system, sewer or pool? N/A Yes No

If your answer to (k) in this section is "Yes", explain in detail or attach available documentation: (j) Sprinkler system uses lake water. \$180 fee paid each year to Lakewood Home Association

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148 **11. 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. 8 yrs (approx) x basement Chief H&C (annually)
- 153 2. 8 yrs (approx) x basement Chief H&C (annually)
- 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. ? (prev owner) x basement Chief H&C (annually)
- 159 2. ? (prev owner) x basement Chief H&C (annually)
- 160 c. Are there rooms without heat or air conditioning? Yes No
- 161 _____
- 162 If "Yes", which room(s)? _____
- 163 d. Does the Property have a water heater? Yes No
- 164 Electric Gas Solar Tankless
- 165 Unit Age of Unit Leased Owned Location Capacity Last Date Serviced/By Whom?
- 166 1. ? (prev owner) x basement Chief H&C (annually)
- 167 2. _____
- 168 e. Are you aware of any problems regarding these items? Yes No
- 169 If "Yes", explain in detail: _____
- 170 _____
- 171 _____
- 172 _____

173 **12. ELECTRICAL SYSTEM.**

- 174 a. Type of material used: Copper Aluminum Unknown
- 175 b. Type of electrical panel(s): Breaker Fuse
- 176 Location of electrical panel(s): _____ basement _____
- 177 Size of electrical panel (total amps), if known: _____ 200 amps _____
- 178 c. Are you aware of any problem with the electrical system? Yes No
- 179 If "Yes", explain in detail: _____
- 180 _____
- 181 _____
- 182 _____

183 **13. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:**

- 184 a. Any underground tanks on the Property? Yes No
- 185 b. Any landfill on the Property? Yes No
- 186 c. Any toxic substances on the Property, (e.g. tires, batteries, etc.)? Yes No
- 187 d. Any contamination with radioactive or other hazardous material? Yes No
- 188 e. Any testing for any of the above-listed items on the Property? Yes No
- 189 f. Any professional testing/mitigation for radon on the Property? Yes No
- 190 g. Any professional testing/mitigation for mold on the Property? Yes No
- 191 h. Any other environmental issues? Yes No
- 192 i. Any controlled substances ever manufactured on the Property? Yes No
- 193 j. Any methamphetamine ever manufactured on the Property? Yes No
- 194 (In Missouri, a separate disclosure is required if methamphetamine or other controlled
- 195 substances have been produced on the Property, or if any resident of the Property has
- 196 been convicted of the production of a controlled substance.)
- 197

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

199 documentation: _____

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14. NEIGHBORHOOD INFORMATION & HOMEOWNER'S ASSOCIATION. ARE YOU AWARE OF:

- a. The Property located outside of city limits? Yes No
- b. Any current/pending bonds, assessments, or special taxes that apply to Property? Yes No
If "Yes", what is the amount? \$ _____
- c. Any condition or proposed change in your neighborhood or surrounding area or having received any notice of such? Yes No
- d. Any defect, damage, proposed change or problem with any common elements or common areas? Yes No
- e. Any condition or claim which may result in any change to assessments or fees? Yes No
- f. Any streets that are privately owned? Yes No
- g. The Property being in a historic, conservation or special review district that requires any alterations or improvements to the Property be approved by a board or commission? Yes No
- h. The Property being subject to tax abatement? Yes No
- i. The Property being subject to a right of first refusal? Yes No
If "Yes", number of days required for notice: _____
- j. The Property being subject to covenants, conditions, and restrictions of a Homeowner's Association or subdivision restrictions? Yes No
- k. Any violations of such covenants and restrictions? N/A Yes No
- l. The Homeowner's Association imposing its own transfer fee and/or initiation fee when the Property is sold? N/A Yes No
If "Yes", what is the amount? \$ _____

Homeowner's Association dues are paid in full until _____ monthly _____ in the amount of \$141.25 payable yearly semi-annually monthly quarterly, sent to _____ and such includes: _____ see attached information sheet

Homeowner's Association/Management Company contact name, phone number, website, or email address: Lakewood Property Owners Association, 816.373.4326, www.lpoa.net, admin@lpoa.com

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

15. PREVIOUS INSPECTION REPORTS.

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

16. OTHER MATTERS. ARE YOU AWARE OF:

- a. Any of the following? Party walls Common areas Easement Driveways Yes No
- b. Any fire damage to the Property? Yes No
- c. Any liens, other than mortgage(s)/deeds of trust currently on the Property? Yes No
- d. Any violations of laws or regulations affecting the Property? Yes No
- e. Any other conditions that may materially affect the value or desirability of the Property? Yes No
- f. Any other condition, including but not limited to financial, that may prevent you from completing the sale of the Property? Yes No
- g. Any general stains or pet stains to the carpet, the flooring or sub-flooring? Yes No
- h. Missing keys for any exterior doors, including garage doors to the Property? Yes No
List locks without keys _____ backdoor off of kitchen
- i. Any violations of zoning, setbacks or restrictions, or non-conforming uses? Yes No
- j. Any unrecorded interests affecting the Property? Yes No
- k. Anything that would interfere with giving clear title to the BUYER? Yes No

MICHAEL J. HAY Initials
SELLER | SELLER

Initials _____
BUYER | BUYER

- 258 l. Any existing or threatened legal action pertaining to the Property? Yes No
- 259 m. Any litigation or settlement pertaining to the Property? Yes No
- 260 n. Any added insulation since you have owned the Property? Yes No
- 261 o. Having replaced any appliances that remain with the Property in the
- 262 past five (5) years? Yes No
- 263 p. Any transferable warranties on the Property or any of its
- 264 components? Yes No
- 265 q. Having made any insurance or other claims pertaining to the Property
- 266 in the past five (5) years? Yes No
- 267 If "Yes", were repairs from claim(s) completed? N/A Yes No
- 268 r. Any use of synthetic stucco on the Property? Yes No
- 269

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

271 (a) area in backyard next to lake is accessible to all Lakewood Homes Association members

272 (n) 2015 increased attic insulation above kitchen, in vaulted ceilings when roof was replaced and in north, east &

273 west walls when hardy board siding was installed (o) beverage refrigerator in kitchen is new

274

275 **17. UTILITIES.** Identify the name and phone number for utilities listed below.

276 Electric Company Name: KCPL Phone # 816-471-5275

277 Gas Company Name: Spire Phone # 800-582-1234

278 Water Company Name: Lee's Summit Water Utilities Phone # 816-969-1900

279 Trash Company Name: Constable Sanitation Phone # 816-204-1192

280 Other: Sprinkler Water - Lakewood Property Owners Assoc. Phone # 816-373-4326

281 Other: _____ Phone # _____

282

283 **18. FIXTURES, EQUIPMENT AND APPLIANCES (FILL IN ALL BLANKS).**

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

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

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

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

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

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

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

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

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

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

294 including, but not limited to:

295

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

[Signature] Initials _____
SELLER SELLER

Initials _____
BUYER BUYER

301 *Fill in all blanks using one of the abbreviations listed below.*
302 "OS" = Operating and Staying with the Property (any item that is performing its intended function).
303 "EX" = Staying with the Property but Excluded from Mechanical Repairs; cannot be an Unacceptable
304 Condition.
305 "NA" = Not applicable (any item not present).
306 "NS" = Not staying with the Property (item should be identified as "NS" below.)
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309 na Air Conditioning Window Units, # ___
310 os Air Conditioning Central System
311 ex Attic Fan
312 os Ceiling Fan(s), # 1
313 ex Central Vac and Attachments
314 na Closet Systems
315 na Location _____
316 os Doorbell
317 na Electric Air Cleaner or Purifier
318 na Electric Car Charging Equipment
319 os Exhaust Fan(s) – Baths
320 ex Fences – Invisible & Controls
321 Fireplace(s), # 3
322 Location #1 living room Location #2 basement
323 Chimney Chimney
324 Gas Logs Gas Logs
325 Gas Starter Gas Starter
326 Heat Re-circulator Heat Re-circulator
327 Insert Insert
328 Wood Burning Stove Wood Burning Stove
329 Other _____
330 na Fountain(s)
331 os Furnace/Heat Pump/Other Heating System
332 os Garage Door Keyless Entry
333 os Garage Door Opener(s), # 2
334 os Garage Door Transmitter(s), # 2
335 na Gas Yard Light
336 ex Humidifier
337 na Intercom
338 na Jetted Tub
339 KITCHEN APPLIANCES
340 Cooking Unit
341 os Cooktop Elec. Gas
342 os Microwave Oven
343 os Oven
344 Elec. Gas Convection
345 na Stove/Range
346 Elec. Gas Convection
347 os Dishwasher
348 os Disposal
349 na Freezer
350 Location _____
351 na Icemaker
352 na Refrigerator (#1)
353 Location _____
354 na Refrigerator (#2)
355 Location _____
356 na Trash Compactor

na Laundry - Washer
na Laundry - Dryer
 Elec. Gas
MOUNTED ENTERTAINMENT EQUIPMENT
na Item #1 _____
Location _____
na Item #2 _____
Location _____
na Item #3 _____
Location _____
na Item #4 _____
Location _____
na Item #5 _____
Location _____
na Outside Cooking Unit
na Propane Tank
 Owned Leased
na Security System
 Owned Leased
os Smoke/Fire Detector(s), # 3
na Spa/Hot Tub
na Spa/Sauna
na Spa Equipment
os Sprinkler System Auto Timer
~~na~~ os Sprinkler System Back Flow Valve
os Sprinkler System (Components & Controls)
na Statuary/Yard Art
os Sump Pump
na Swimming Pool (Swimming Pool Rider Attached)
na Swimming Pool Heater
na Swimming Pool Equipment
na TV Antenna/Receiver/Satellite Dish
 Owned Leased
os Water Heater
ex Water Softener and/or Purifier
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357 Disclose any material information and describe any significant repairs, improvements or alterations to the Property not
358 fully revealed above. If applicable, state who did the work. Attach to this disclosure any repair estimates, reports,
359 invoices, notices or other documents describing or referring to the matters revealed herein:
360 _____
361 _____
362 _____
363 _____

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

372
373 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS**
374 **DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**
375 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**
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380  _____  _____
381 SELLER John Hueser and MariLou McAnany Hue DATE SELLER DATE
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383 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**

- 384
385 1. I understand and agree the information in this form is limited to information of which SELLER has actual knowledge
386 and SELLER need only make an honest effort at fully revealing the information requested.
387 2. This Property is being sold to me without warranties or guaranties of any kind by SELLER, Broker(s) or agents
388 concerning the condition or value of the Property.
389 3. I agree to verify any of the above information, and any other important information provided by SELLER or Broker(s)
390 (including any information obtained through the Multiple Listing Service) by an independent investigation of my own.
391 I have been specifically advised to have Property examined by professional inspectors.
392 4. I acknowledge neither SELLER nor Broker(s) is an expert at detecting or repairing physical defects in Property.
393 5. I specifically represent there are no important representations concerning the condition or value of Property made by
394 SELLER or Broker(s) on which I am relying except as may be fully set forth in writing and signed by them.
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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 the 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 August 2018. All previous versions of this document may no longer be valid. Copyright January 2019.