



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

1 **SELLER** (*Indicate Marital Status*): _____ Dorothy Wolfrom (ASP)
2
3
4

5 **PROPERTY**: _____ 5725 Hauser Street, Shawnee, KS 66216
6

7 **1. NOTICE TO SELLER.**

8 Be as complete and accurate as possible when answering the questions in this disclosure. Attach additional sheets if
9 space is insufficient for all applicable comments. SELLER understands that the law requires disclosure of any material
10 defects, known to SELLER, in the Property to prospective Buyer(s) and that failure to do so may result in civil liability
11 for damages. Non-occupant SELLERS are not relieved of this obligation. This disclosure statement is designed to
12 assist SELLER in making these disclosures. Licensee(s), prospective buyers and buyers will rely on this information.
13

14 **2. NOTICE TO BUYER.**

15 This is a disclosure of SELLER'S knowledge of the Property as of the date signed by SELLER and is not a substitute
16 for any inspections or warranties that BUYER may wish to obtain. It is not a warranty of any kind by SELLER or a
17 warranty or representation by the Broker(s) or their licensees.
18

19 **3. OCCUPANCY.**

20 Approximate age of Property? _____ 1986 _____ How long have you owned? _____ 4 years 4 months
21 Does SELLER currently occupy the Property? Yes No
22 If "No", how long has it been since SELLER occupied the Property? _____ 1 month _____ years/months
23

24 SELLER has never occupied the Property. SELLER to answer all questions to the best of SELLER'S knowledge.
25

26 **4. TYPE OF CONSTRUCTION.** Manufactured Modular Conventional/Wood Frame
27 Mobile Other _____
28
29

30 **5. LAND (SOILS, DRAINAGE AND BOUNDARIES). (IF RURAL OR VACANT LAND, ATTACH SELLER'S LAND**
31 **DISCLOSURE ALSO.) ARE YOU AWARE OF:**

- 32 a. Any fill or expansive soil on the Property? Yes No
- 33 b. Any sliding, settling, earth movement, upheaval or earth stability problems
34 on the Property? Yes No
- 35 c. The Property or any portion thereof being located in a flood zone, wetlands
36 area or **proposed** to be located in such as designated by FEMA which
37 requires flood insurance? Yes No
- 38 d. Any drainage or flood problems on the Property or adjacent properties? Yes No
- 39 e. Any flood insurance premiums that you pay? Yes No
- 40 f. Any need for flood insurance on the Property? Yes No
- 41 g. Any boundaries of the Property being marked in any way? Yes No
- 42 h. The Property having had a stake survey? Yes No
- 43 i. Any encroachments, boundary line disputes, or non-utility easements
44 affecting the Property? Yes No
- 45 j. Any fencing on the Property? Yes No
46 If "Yes", does fencing belong to the Property? N/A Yes No
- 47 k. Any diseased, dead, or damaged trees or shrubs on the Property? Yes No
- 48 l. Any gas/oil wells, lines or storage facilities on Property or adjacent property? Yes No
- 49 m. Any oil/gas leases, mineral, or water rights tied to the Property? Yes No

51 **If any of the answers in this section are "Yes", explain in detail or attach other**
52 **documentation:**

53 _____
54 _____

(AW) _____ Initials _____ Initials _____
SELLER SELLER BUYER BUYER

- 55 **6. ROOF.**
 56 a. Approximate Age: _____ years Unknown Type: Composite
 57 b. Have there been any problems with the roof, flashing or rain gutters? Yes No
 58 If "Yes", what was the date of the occurrence? _____
 59 c. Have there been any repairs to the roof, flashing or rain gutters? Yes No
 60 Date of and company performing such repairs _____
 61 d. Has there been any roof replacement? Yes No
 62 If "Yes", was it: Complete or Partial
 63 e. What is the number of layers currently in place? _____ layers or Unknown.

64
 65 **If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other**
 66 **documentation:**

- 70 **7. INFESTATION. ARE YOU AWARE OF:**
 71 a. Any termites, wood destroying insects, or **other** pests on the Property? Yes No
 72 b. Any damage to the Property by termites, wood destroying insects or **other**
 73 pests? Yes No
 74 c. Any termite, wood destroying insects or **other** pest control treatments on the
 75 Property in the last five (5) years? Yes No
 76 If "Yes", list company, **when and where** treated _____
 77 d. Any current warranty, bait stations or other treatment coverage by a licensed
 78 pest control company on the Property? Yes No
 79 If "Yes", the annual cost of service renewal is \$ 85 / annual and the time
 80 remaining on the service contract is Eco Pest.
 81 **(Check one)** The treatment system stays with the Property or the treatment system is
 82 subject to removal by the treatment company if annual service fee is not paid.

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

- 89 **8. STRUCTURAL, BASEMENT/CRAWL SPACE, FIREPLACE AND EXTERIOR ITEMS.**
 90 **ARE YOU AWARE OF:**
 91 a. Any movement, shifting, deterioration, or other problems with walls, foundations,
 92 crawl space or slab? Yes No
 93 b. Any cracks or flaws in the walls, ceilings, foundations, concrete slab,
 94 crawl space, basement floor or garage? Yes No
 95 c. Any corrective action taken including, but not limited to piercing or bracing? Yes No
 96 d. Any water leakage or dampness in the house, crawl space or basement? Yes No
 97 e. Any dry rot, wood rot or similar conditions on the wood of the Property? Yes No
 98 f. Any problems with windows or exterior doors? Yes No
 99 g. Any problems with driveways, patios, decks, fences or retaining walls on the Property? Yes No
 100 h. Any problems with fireplace including, but not limited to firebox, chimney,
 101 chimney cap and/or gas line? N/A Yes No
 102 Date of any repairs, inspection(s) or cleaning? _____
 103 Date of last use? Fall 2021
 104 i. Does the Property have a sump pump? Yes No
 105 If "Yes", location: _____
 106 j. Any repairs or other attempts to control the cause or effect of any problem described above? Yes No

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

110
 111
 [Paw] [] Initials Initials [] []
 SELLER SELLER BUYER BUYER

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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: Remodeled decks.
- 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 Other: _____
If well water, state type _____ depth _____ diameter _____ age _____
- b. If the drinking water source is a well, has water been tested for safety? N/A Yes No
If "Yes", when was the water last checked for safety? _____ (attach test results)
- 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, Number of Tanks _____ Cesspool Lagoon Other _____
- f. Approximate location of septic tank and/or absorption field: _____
- g. The location of the sewer line clean out trap is: _____
- h. Is there a sewage pump on the septic system? N/A Yes No
- i. Is there a grinder pump system? Yes No
- j. If there is a privately owned system, when was the septic tank, cesspool, or sewage system last serviced? _____ By whom? _____
- k. 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: _____
- l. Are you aware of any leaks, backups, or other problems relating to any of the plumbing, water, and sewage related systems? Yes No
- m. Type of plumbing material currently used in the Property:
 Copper Galvanized PVC PEX Other _____
The location of the main water shut-off is: _____
- n. Is there a back flow prevention device on the lawn sprinkling system, sewer or pool? N/A Yes No

If your answer to (l) in this section is "Yes", explain in detail or attach available documentation:

DPW _____ Initials
 SELLER SELLER

 Initials
 BUYER BUYER

155 **11. HEATING AND AIR CONDITIONING.**

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

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

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

159 1. Unknown X

160 2. _____

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

162 Electric Fuel Oil Natural Gas Heat Pump Propane

163 Fuel Tank Other _____

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

165 1. Unknown X

166 2. _____

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

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

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

170 Electric Gas Solar Tankless

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

172 1. _____ X Basement

173 2. _____

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

175 If "Yes", explain in detail:

176 _____

177 _____

178 _____

179 **12. ELECTRICAL SYSTEM.**

180 a. Type of material used: Copper Aluminum Unknown

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

182 Location of electrical panel(s): Furnace room

183 Size of electrical panel(s) (total amps), if known: 200 amp

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

185 If "Yes", explain in detail:

186 _____

187 _____

188 _____

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

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

191 b. Any landfill on the Property? Yes No

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

193 d. Any contamination with radioactive or other hazardous material? Yes No

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

195 f. Any professional testing/mitigation for radon on the Property? Yes No

196 g. Any professional testing/mitigation for mold on the Property? Yes No

197 h. Any other environmental issues? Yes No

198 i. Any controlled substances ever manufactured on the Property? Yes No

199 j. Any methamphetamine ever manufactured on the Property? Yes No

200 (In Missouri, a separate disclosure is required if methamphetamine or other controlled

201 substances have been produced on the Property, or if any resident of the Property has

202 been convicted of the production of a controlled substance.)

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

204 documentation:

205 _____

206 _____

207 _____

SELLER Initials

BUYER Initials

- 208 **14. NEIGHBORHOOD INFORMATION & HOMEOWNER'S ASSOCIATION. ARE YOU AWARE OF:**
- 209 a. The Property located outside of city limits?..... Yes No
- 210 b. Any current/pending bonds, assessments, or special taxes that
- 211 apply to Property? Yes No
- 212 If "Yes", what is the amount? \$ _____
- 213 c. Any condition or proposed change in your neighborhood or surrounding
- 214 area or having received any notice of such? Yes No
- 215 d. Any defect, damage, proposed change or problem with any
- 216 common elements or common areas? Yes No
- 217 e. Any condition or claim which may result in any change to assessments or fees?..... Yes No
- 218 f. Any streets that are privately owned? Yes No
- 219 g. The Property being in a historic, conservation or special review district that
- 220 requires any alterations or improvements to the Property be approved by a
- 221 board or commission? Yes No
- 222 h. The Property being subject to tax abatement?..... Yes No
- 223 i. The Property being subject to a right of first refusal? Yes No
- 224 If "Yes", number of days required for notice: _____
- 225 j. The Property being subject to covenants, conditions, and restrictions of a
- 226 Homeowner's Association or subdivision restrictions? Yes No
- 227 k. Any violations of such covenants and restrictions? N/A Yes No
- 228 l. The Homeowner's Association imposing its own transfer fee and/or
- 229 initiation fee when the Property is sold? N/A Yes No
- 230 If "Yes", what is the amount? \$ _____
- 231 m. The Property being subject to a Homeowners Association fee?..... Yes No
- 232 If "Yes", Homeowner's Association dues are paid in full until 4/1/23 in the amount of
- 233 \$ 290 payable yearly semi-annually monthly quarterly, sent to:
- 234 _____ and such includes:
- 235 _____

236 Homeowner's Association/Management Company contact name, phone number, website, or email address:

237

- 240 n. The Property being subject to a secondary Master Community Homeowners Association fee?... Yes No

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

242

243 **15. PREVIOUS INSPECTION REPORTS.**

244 Has Property been inspected in the last twelve (12) months? Yes No

245 If "Yes", a copy of inspection report(s) are available upon request.

246 **16. OTHER MATTERS. ARE YOU AWARE OF:**

- 247 a. Any of the following?
- 248 Party walls Common areas Easement Driveways Yes No
- 249 b. Any fire damage to the Property? Yes No
- 250 c. Any liens, other than mortgage(s)/deeds of trust currently on the Property? Yes No
- 251 d. Any violations of laws or regulations affecting the Property? Yes No
- 252 e. Any other conditions that may materially affect the value
- 253 or desirability of the Property? Yes No
- 254 f. Any other condition, including but not limited to financial, that may prevent
- 255 you from completing the sale of the Property? Yes No
- 256 g. Any animals or pets residing in the Property during your ownership? Yes No
- 257 h. Any general stains or pet stains to the carpet, the flooring or sub-flooring? Yes No
- 258 i. Missing keys for any exterior doors, including garage doors to the Property? Yes No
- 259 List locks without keys potentially - still locating
- 260 j. Any violations of zoning, setbacks or restrictions, or non-conforming uses? Yes No
- 261 k. Any unrecorded interests affecting the Property? Yes No
- 262 l. Anything that would interfere with giving clear title to the BUYER? Yes No

263 Initials

264 Initials

265 SELLER SELLER

266 BUYER BUYER

- 268 m. Any existing or threatened legal action pertaining to the Property? Yes No
- 269 n. Any litigation or settlement pertaining to the Property? Yes No
- 270 o. Any added insulation since you have owned the Property? Yes No
- 271 p. Having replaced any appliances that remain with the Property in the
- 272 past five (5) years? Yes No
- 273 q. Any transferable warranties on the Property or any of its
- 274 components? Yes No
- 275 r. Having made any insurance or other claims pertaining to the Property
- 276 in the past five (5) years? Yes No
- 277 If "Yes", were repairs from claim(s) completed? N/A Yes No
- 278 s. Any use of synthetic stucco on the Property? Yes No

279
280 **If any of the answers in this section are "Yes", explain in detail:**

281 *Refrigerator, oven and microwave, garbage disposal and sink replaced.*

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283

284

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

286 Electric Company Name: Evergy Phone # _____

287 Gas Company Name: KS Gas Co. Phone # _____

288 Water Company Name: Water one Phone # _____

289 Trash Company Name: _____ Phone # _____

290 Other: _____ Phone # _____

291 Other: Johnson City waste water Phone # _____

292
293 **18. ELECTRONIC SYSTEMS AND COMPONENTS.**

294 Any technology or systems staying with the Property? N/A Yes No

295 If "Yes" list:

296

297

298

299 Upon Closing SELLER will provide BUYER with codes and passwords, or items will be reset to factory settings.

300
301 **19. FIXTURES, EQUIPMENT AND APPLIANCES (FILL IN ALL BLANKS).**

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

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

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

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

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

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

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

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

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

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

312 including, but not limited to:

- | | | |
|-----|-------------------------------------|--|
| 313 | Attached shelves, racks, towel bars | Fireplace grates, screens, glass doors |
| 314 | Attached lighting | Mounted entertainment brackets |
| 315 | Attached floor coverings | Plumbing equipment and fixtures |
| 316 | Bathroom vanity mirrors, | Storm windows, doors, screens |
| 317 | attached or hung | Window blinds, curtains, coverings |
| 318 | Fences (including pet systems) | and window mounting components |

319
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SELLER  SELLER Initials _____

BUYER  BUYER Initials _____

322 Fill in all blanks using one of the abbreviations listed below.

323 "OS" = Operating and Staying with the Property (any item that is performing its intended function).

324 "EX" = Staying with the Property but Excluded from Mechanical Repairs; cannot be an Unacceptable
325 Condition.

326 "NA" = Not applicable (any item not present).

327 "NS" = Not staying with the Property (item should be identified as "NS" below.)

328
329

330 NA Air Conditioning Window Units, # _____

331 OS Air Conditioning Central System _____

332 NA Attic Fan _____

333 OS Ceiling Fan(s), # _____

334 NA Central Vac and Attachments _____

335 OS Closet Systems _____

336 _____ Location Master

337 OS Doorbell _____

338 NA Electric Air Cleaner or Purifier _____

339 NA Electric Car Charging Equipment _____

340 OS Exhaust Fan(s) – Baths _____

341 NA Fences – Invisible & Controls _____

342 Fireplace(s), # 2

343 Location #1 LR Location #2 Lower level

344 OS Chimney _____ Chimney _____

345 OS Gas Logs _____ Gas Logs _____

346 OS Gas Starter _____ OS Gas Starter _____

347 _____ Heat Re-circulator _____ Heat Re-circulator _____

348 _____ Insert _____ Insert _____

349 _____ Wood Burning Stove _____ Wood Burning Stove _____

350 _____ Other _____

351 NA Fountain(s) _____

352 OS Furnace/Heat Pump/Other Heating System _____

353 OS Garage Door Keyless Entry _____

354 OS Garage Door Opener(s), # 1

355 OS Garage Door Transmitter(s), # 3

356 NA Gas Yard Light _____

357 OS Humidifier _____

358 NA Intercom _____

359 OS Jetted Tub _____

360 KITCHEN APPLIANCES

361 Cooking Unit _____

362 _____ Stove/Range _____

363 _____ Elec. _____ Gas _____ Convection _____

364 OS Built-in Oven _____

365 _____ Elec. _____ Gas _____ Convection _____

366 OS Cooktop Elec. _____ Gas _____

367 OS Microwave Oven _____

368 OS Dishwasher _____

369 OS Disposal _____

370 NA Freezer _____

371 Location _____

372 OS Refrigerator (#1) _____

373 Location Kitchen

374 EX Refrigerator (#2) _____

375 Location Basement

376 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 _____

Item #5 _____

Location _____

NA Outside Cooking Unit _____

NA Propane Tank _____

Owned _____ Leased _____

NA Security System _____

Owned _____ Leased _____

OS Smoke/Fire Detector(s), # _____

EX Shed(s), # 1

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 Swing set/Playset _____

NA Sump Pump(s), # _____

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(s) _____

NA Water Softener and/or Purifier _____

Owned _____ Leased _____

NA Boat Dock, ID # _____

NA Camera-Surveillance Equipment _____

NA Generator _____

OS Other Remote blinds in kitchen

OS Other Sunsetter awnings

EX Other stair chair lifts (in garage)

EX Other lower level entertainment center

EX Other wood rot - exterior

EX Other shed

EDW
SELLER

SELLER

Initials

Initials

BUYER

BUYER

377 Disclose any material information and describe any significant repairs, improvements or alterations to the Property not
378 fully revealed above. If applicable, state who did the work. Attach to this disclosure any repair estimates, reports,
379 invoices, notices or other documents describing or referring to the matters revealed herein:
380

381 *Installed 3 Sunsetters*
382
383

384 The undersigned SELLER represents, to the best of their knowledge, the information set forth in the foregoing
385 Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure Statement to be a warranty or
386 guarantee of any kind. SELLER hereby authorizes the Licensee assisting SELLER to provide this information to
387 prospective BUYER of the Property and to real estate brokers and licensees. **SELLER will promptly notify Licensee**
388 **assisting the SELLER, in writing, if any information in this disclosure changes prior to Closing, and Licensee**
389 **assisting the SELLER will promptly notify Licensee assisting the BUYER, in writing, of such changes. (SELLER**
390 **and BUYER initial and date any changes and/or attach a list of additional changes. If attached, # _____ of**
391 **pages).**
392

393 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS**
394 **DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**
395 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**
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397

398
399 *Dorothy B Wolf from 9/12/22*
400
401 SELLER DATE SELLER DATE
402

403 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**
404

- 405 1. I understand and agree the information in this form is limited to information of which SELLER has actual knowledge
406 and SELLER need only make an honest effort at fully revealing the information requested.
407 2. This Property is being sold to me without warranties or guaranties of any kind by SELLER, Broker(s) or licensees
408 concerning the condition or value of the Property.
409 3. I agree to verify any of the above information, and any other important information provided by SELLER or Broker(s)
410 (including any information obtained through the Multiple Listing Service) by an independent investigation of my own.
411 I have been specifically advised to have Property examined by professional inspectors.
412 4. I acknowledge neither SELLER nor Broker(s) is an expert at detecting or repairing physical defects in Property.
413 5. I specifically represent there are no important representations concerning the condition or value of Property made
414 by 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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418 BUYER DATE BUYER DATE
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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 10/21. All previous versions of this document may no longer be valid. Copyright January 2022.