



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

1 **SELLER** (*Indicate Marital Status*): _____ Michael Martin and Constance Martin (AMC)
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5 **PROPERTY**: _____ 10508 Ensley Ln, Leawood, KS 66207
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1. NOTICE TO SELLER.

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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.
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2. NOTICE TO BUYER.

14
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

3. OCCUPANCY.

19
20 Approximate age of Property? _____ 1967 _____ How long have you owned? _____ 4 years
21 Does SELLER currently occupy the Property? Yes No
22 If "No", how long has it been since SELLER occupied the Property? _____ NA _____ 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 _____
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5. LAND (SOILS, DRAINAGE AND BOUNDARIES). (IF RURAL OR VACANT LAND, ATTACH SELLER'S LAND 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:** _____ G&J: Added fence in 2018 after purchasing the home.
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6. ROOF.

- a. Approximate Age: 19 years Unknown Type: 45 Year Timberline
- b. Have there been any problems with the roof, flashing or rain gutters? Yes No
If "Yes", what was the date of the occurrence? _____
- c. Have there been any repairs to the roof, flashing or rain gutters? Yes No
Date of and company performing such repairs: _____ / _____
- d. Has there been any roof replacement? Yes No
If "Yes", was it: Complete or Partial
- e. What is the number of layers currently in place? 1 layers or Unknown.

If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation: Previous owners, roof was replaced in 2003.

7. INFESTATION. ARE YOU AWARE OF:

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

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



8. STRUCTURAL, BASEMENT/CRAWL SPACE, FIREPLACE AND EXTERIOR ITEMS.

ARE YOU AWARE OF:

- a. Any movement, shifting, deterioration, or other problems with walls, foundations, crawl space or slab? Yes No
- b. Any cracks or flaws in the walls, ceilings, foundations, concrete slab, crawl space, basement floor or garage? Yes No
- c. Any corrective action taken including, but not limited to piercing or bracing? Yes No
- d. Any water leakage or dampness in the house, crawl space or basement? Yes No
- e. Any dry rot, wood rot or similar conditions on the wood of the Property? Yes No
- f. Any problems with windows or exterior doors? Yes No
- g. Any problems with driveways, patios, decks, fences or retaining walls on the Property? Yes No
- h. Any problems with fireplace including, but not limited to firebox, chimney, chimney cap and/or gas line? N/A Yes No
Date of any repairs, inspection(s) or cleaning? _____ ventless gas logs in place
Date of last use? _____
- i. Does the Property have a sump pump? Yes No
If "Yes", location: SE corner of unfinished part of basement
- j. Any repairs or other attempts to control the cause or effect of any problem described above? Yes No



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

Standard wall and floor cracks based on normal settling over time. No water leaks since we owned home. Previous owners had new drain tile and sump pump installed and treated crack in NW wall under breaker box.



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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: _____
- 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.

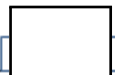
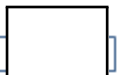
- a. What is the drinking water source? Public Private Well Cistern Other: _____
If well water, state type _____ depth _____ diameter _____ age _____
- b. If the drinking water source is a well, has water been tested for safety? N/A Yes No
If "Yes", when was the water last checked for safety? _____ (attach 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: _____ SW corner of unfinished basement
- 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:

 
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- 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? \$ _____ Unknown
- 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 12/31/2022 in the amount of
- 233 \$ 275.00 payable yearly semi-annually monthly quarterly, sent to:
- 234 _____ and such includes:
- 235 Leawood Estates Homes Association
- 236 www.leawoodestates.net
- 237 Homeowner's Association/Management Company contact name, phone number, website, or email address:
- 238 _____
- 239 _____
- 240 n. The Property being subject to a secondary Master Community Homeowners Association fee?... Yes No

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

242 _____

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- 247 **15. PREVIOUS INSPECTION REPORTS.**
- 248 Has Property been inspected in the last twelve (12) months? Yes No
- 249 If "Yes", a copy of inspection report(s) are available upon request.

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

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- 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

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

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

Electric Company Name:	Evergy KCP&L	Phone #	816-471-5275
Gas Company Name:	KS Gas Service	Phone #	800-794-4780
Water Company Name:	WaterOne	Phone #	913-895-1800
Trash Company Name:	GFL	Phone #	816-380-5595
Other:	Johnson County Waste Water	Phone #	913-715-8500
Other:		Phone #	

18. ELECTRONIC SYSTEMS AND COMPONENTS.

Any technology or systems staying with the Property? N/A Yes No
If "Yes" list:

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

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

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

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

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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 Condition.**

326 **“NA” = Not applicable (any item not present).**

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

330 NA Air Conditioning Window Units, # _____

331 OS Air Conditioning Central System _____

332 EX Attic Fan _____

333 OS Ceiling Fan(s), # 4 _____

334 NA Central Vac and Attachments _____

335 NA Closet Systems _____

336 Location _____

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), # 1 _____

343 Location #1 Family Room Location #2 _____

344 EX Chimney _____ Chimney _____

345 EX Gas Logs _____ Gas Logs _____

346 EX Gas Starter _____ Gas Starter _____

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

348 _____ Insert _____ Insert _____

349 _____ Wood Burning Stove _____ Wood Burning Stove _____

350 _____ Other _____ 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), # 2 _____

355 NA Garage Door Transmitter(s), # _____

356 NA Gas Yard Light _____

357 NA Humidifier _____

358 NA Intercom _____

359 NA 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 X Cooktop OS Elec. Gas _____

367 _____ Microwave Oven _____

368 OS Dishwasher _____

369 OS Disposal _____

370 NA Freezer _____

371 Location _____

372 OS Refrigerator (#1) _____

373 Location _____ Kitchen _____

374 NS Refrigerator (#2) _____

375 Location _____ Garage _____

376 NA Trash Compactor _____

NS Laundry - Washer _____

NS 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), # _____

NA Shed(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 Swing set/Playset _____

OS Sump Pump(s), # 1 _____

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 _____

Other _____

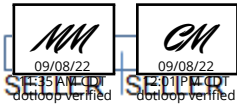
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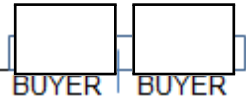
Other _____

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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 Exterior woodrot and painting completed in 2021 by Peleggi. New cement driveway and expanded back patio added in 2021.
381 Radon Mitigation added in 2018. Backyard fence added in 2018.
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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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400 *Michael Martin*
401 **SELLER** dotloop verified
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400 *Constance Martin*
401 **SELLER** dotloop verified
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403 **BUYER ACKNOWLEDGEMENT AND AGREEMENT**
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- 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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416
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418 **BUYER** **DATE**

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418 **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 10/21. All previous versions of this document may no longer be valid. Copyright January 2022.