

# APPENDIX A. RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT

**Notice to Seller:** Oklahoma Law (the "Residential Property Condition Disclosure Act," Title 60, O.S., §831 et seq., effective July 1, 1995) requires Sellers of 1 and/or 2 residential dwelling units to complete this form. A Seller must complete, sign and date this disclosure form and deliver it or cause it to be delivered to a purchaser as soon as practicable, but in any event no later than before an offer is accepted by the Seller. If the Seller becomes aware of a defect after delivery of this statement, but before the Seller accepts an offer to purchase, the Seller must deliver or cause to be delivered an amended disclosure statement disclosing the newly discovered defect to the Purchaser. If the disclosure form or amendment is delivered to a Purchaser after an offer to purchase has been made by the Purchaser, the offer to purchase shall be accepted by the Seller only after a Purchaser has acknowledged receipt of this statement and confirmed the offer to purchase in writing.

**Notice to Purchaser:** The declarations and information contained in this disclosure statement are not warranties, express or implied of any kind, and are not a substitute for any inspections or warranties the Purchaser may wish to obtain. The information contained in this disclosure statement is not intended to be a part of any contract between the Purchaser and Seller. The information and statements contained in this disclosure statement are declarations and representations of the Seller and are not the representations of the real estate licensee.

LOCATION OF SUBJECT PROPERTY \_\_\_\_\_

SELLER IS  IS NOT  OCCUPYING THE SUBJECT PROPERTY.

Instructions to the Seller: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Complete this form yourself. (4) If an item is not on the property, or will not be included in the sale, mark "None/Not Included." If you do not know the facts, mark "Do Not Know if Working." (5) The date of completion by you may not be more than 180 days prior to the date this form is received by a purchaser.

### ARE THE ITEMS LISTED BELOW IN NORMAL WORKING ORDER?

Appliances/Systems/Services	Working	Not Working	Do Not Know if Working	None/Not Included
Sprinkler System				X
Swimming Pool				X
Hot Tub/Spa				X
Water Heater <input checked="" type="checkbox"/> Electric ___ Gas ___ Solar	X			
Water Purifier				X
Water Softener ___ Leased ___ Owned				X
Sump Pump				X
Plumbing	X			
Whirlpool Tub	X			
Sewer System ___ Public <input checked="" type="checkbox"/> Septic ___ Lagoon	X			
Air Conditioning System <input checked="" type="checkbox"/> Electric ___ Gas ___ Heat Pump	X			
Window Air Conditioner(s)				X
Attic Fan				X
Fireplaces	X			
Heating System <input checked="" type="checkbox"/> Electric ___ Gas ___ Heat Pump	X			
Humidifier				X
Ceiling Fans	X			

Appliances/Systems/Services	Working	Not Working	Do Not Know if Working	None/Not Included
Gas Supply ___ Public ___ Propane ___ Butane				X
Propane Tank ___ Leased ___ Owned				X
Electric Air Purifier				X
Garage Door Opener	X			
Intercom				X
Central Vacuum				X
Security System ___ Rent ___ Own ___ Monitored				X
Smoke Detectors	X			
Dishwasher	X			
Electrical Wiring	X			
Garbage Disposal	X			
Gas Grill				X
Vent Hood	X			
Microwave Oven	X			
Built-in Oven/Range	X			
Kitchen Stove	X			
Trash Compactor				X
Source of Household Water ___ Public ___ Well <input checked="" type="checkbox"/> Private/Rural District				

Buyer's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_

Seller's Initials RN Seller's Initials BD

LOCATION OF SUBJECT PROPERTY \_\_\_\_\_

IF YOU ANSWERED Not Working to any items on page one, please explain. Attach additional pages with your signature.

**Zoning and Historical**

1. Property is zoned: (Check One) \_\_\_ residential \_\_\_ commercial \_\_\_ historical \_\_\_ office \_\_\_ agricultural \_\_\_ industrial  
 \_\_\_ urban conservation \_\_\_ other \_\_\_ unknown Not zoned

2. Is the property designated as historical or located in a registered historical district? Yes \_\_\_ No X

**Flood and Water**

Yes No

3. What is the flood zone status of the property? None

4. Are you aware if the property is located in a floodway as defined in the Oklahoma Floodplain Management Act?

5. Are you aware of any flood insurance requirements concerning the property?

6. Are you aware of any flood insurance on the property?

7. Are you aware of the property being damaged or affected by flood, storm run-off, sewer backup, draining or grading problems?

8. Are you aware of any surface or ground water drainage systems which assist in draining the property, e.g. "French Drains?"

9. Are you aware of any occurrence of water in the heating and air conditioning duct system?

10. Are you aware of water seepage, leakage or other draining problems in any of the improvements on the property?

**Additions/Alterations/Repairs**

Yes No

11. Are you aware of any additions being made without required permits?

12. Are you aware of any previous foundation repairs?

13. Are you aware of any alterations or repairs having been made to correct defects or problems?

14. Are you aware of any defect or condition affecting the interior or exterior walls, ceilings, roof structure, slab/foundation, basement/storm cellar, floors, windows, doors, fences or garage?

15. Are you aware of the roof covering ever being repaired or replaced during your ownership of the property?

16. Approximate age of roof covering, if known 2017 number of layers, if known 1 Layer

17. Do you know of any current problems with the roof covering?

18. Are you aware of treatment for termite or wood-destroying organism infestation?

19. Are you aware of a termite bait system installed on the property? Self spray

20. If yes, is it being monitored by a licensed exterminating company? If yes, annual cost \$ \_\_\_\_\_

21. Are you aware of any damage caused by termites or wood-destroying organisms? Repaired

22. Are you aware of major fire, tornado, hail, earthquake or wind damage?

23. Have you ever received payment on an insurance claim for damages to residential property and/or any improvements which were not repaired?

24. Are you aware of problems pertaining to sewer, septic, lateral lines or aerobic system?

**Environmental (Continued on Page 3)**

Yes No

25. Are you aware of the presence of asbestos?

26. Are you aware of the presence of radon gas?

27. Have you tested for radon gas?

28. Are you aware of the presence of lead-based paint?

29. Have you tested for lead-based paint?

30. Are you aware of any underground storage tanks on the property?

31. Are you aware of the presence of a landfill on the property?

32. Are you aware of the existence of hazardous or regulated materials and other conditions having an environmental impact?

33. Are you aware of the existence of prior manufacturing of methamphetamine?

34. Have you had the property inspected for mold?

35. Are you aware of any remedial treatment for mold on the property?

36. Are you aware of any condition on the property that would impair the health or safety of the occupants?

Buyer's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_

Seller's Initials RN Seller's Initials BN

LOCATION OF SUBJECT PROPERTY \_\_\_\_\_

Environmental (Continued from Page 2)		Yes	No
37. Are you aware of any wells located on the property?			X
38. Are you aware of any dams located on the property? If yes, are you responsible for the maintenance of that dam? ____ YES ____ NO			X
Property Shared in Common, Easements, Homeowner's Associations and Legal		Yes	No
39. Are you aware of features of the property shared in common with the adjoining landowners, such as fences, driveways, and roads whose use or responsibility has an effect on the property?			X
40. Other than utility easements serving the property, are you aware of any easements or right-of-ways affecting the property?		X	
41. Are you aware of encroachments affecting the property?			X
42. Are you aware of a mandatory homeowner's association? Amount of dues \$ _____ Special Assessment \$ _____ Payable: (check one) ____ monthly ____ quarterly ____ annually Are there unpaid dues or assessments for the property? ____ YES ____ NO If yes, what is the amount? \$ _____ Manager's Name _____ Phone Number _____			X
43. Are you aware of any zoning, building code or setback requirement violations?			X
44. Are you aware of any notices from any government or government-sponsored agencies or any other entities affecting the property?			X
45. Are you aware of any surface leases, including but not limited to agricultural, commercial or oil and gas?			X
46. Are you aware of any filed litigation or lawsuits directly or indirectly affecting the property, including a foreclosure?			X
47. Is the property located in a fire district which requires payment? If yes, amount of fee \$ _____ Paid to Whom _____ Payable: (check one) ____ monthly ____ quarterly ____ annually			X
48. Is the property located in a private utility district? Check applicable ____ Water ____ Garbage ____ Sewer ____ Other If other, explain _____ Initial membership fee \$ _____ Annual membership fee \$ _____ (if more than one utility attach additional pages)			X
Miscellaneous		Yes	No
49. Are you aware of other defect(s) affecting the property not disclosed above?			X
50. Are you aware of any other fees or dues required on the property that you have not disclosed?			X

If you answered YES to any of the items on pages two and three, list the item number(s) and explain. If needed, attach additional pages with your signature(s), date(s) and location of the subject property. #40 Hwy 33 Project 0.31 ACRES w/Fence  
Line 18 - East Wall - Repaired

On the date this form is signed, the seller states that based on seller's **CURRENT ACTUAL KNOWLEDGE** of the property, the information contained above is true and accurate.

Are there any additional pages attached to this disclosure? (circle one): YES  **NO**  If yes, how many? \_\_\_\_

Kennedy Nealis      1-14-20      Brenda Nealis      1-14-20  
Seller's Signature      Date      Seller's Signature      Date

**A real estate licensee has no duty to the Seller or the Purchaser to conduct an independent inspection of the property and has no duty to independently verify the accuracy or completeness of any statement made by the Seller in the disclosure statement.**

**The Purchaser understands that the disclosures given by the Seller on this statement are not a warranty of condition.** The Purchaser is urged to carefully inspect the property, and, if desired, to have the property inspected by a licensed expert. For specific uses, restrictions and flood zone status, contact the local planning, zoning and/or engineering department. The Purchaser acknowledges that the Purchaser has read and received a signed copy of this statement. This completed acknowledgement should accompany an offer to purchase on the property identified. This is to advise that this disclosure statement is not valid after 180 days from the date completed by the Seller.

\_\_\_\_\_  
Purchaser's Signature      Date      Purchaser's Signature      Date

The disclosure and disclaimer statement forms and the Oklahoma Residential Property Condition Disclosure Act information pamphlet are made available at the Oklahoma Real Estate Commission (OREC), Denver N. Davison Building, 1915 N. Stiles, Suite 200, Oklahoma City, OK 73105 or visit OREC's Web site [www.orec.ok.gov](http://www.orec.ok.gov)

OKLAHOMA REAL ESTATE COMMISSION

DISCLOSURE TO SELLER OR BUYER OF BROKERAGE DUTIES, RESPONSIBILITIES AND SERVICES

This notice may be part of or attached to any of the following:

- Buyer Brokerage Agreement, Listing Brokerage Agreement, Option Agreement, Sales Agreement, Exchange Agreement, Other

1. Duties and Responsibilities. A Broker who provides Brokerage Services to one or both parties shall describe and disclose in writing the Broker's duties and responsibilities prior to the party or parties signing a contract to sell, purchase, option, or exchange real estate.

A Broker shall have the following duties and responsibilities which are mandatory and may not be abrogated or waived by a Broker, whether working with one party, or working with both parties:

- A. treat all parties to the transaction with honesty and exercise reasonable skill and care;
B. unless specifically waived in writing by a party to the transaction:
1) receive all written offer and counteroffers;
2) reduce offers or counteroffers to a written form upon request of any party to a transaction; and
3) present timely all written offers and counteroffers.
C. inform, in writing, the party for whom the Broker is providing Brokerage Services when an offer is made that the party will be expected to pay certain closing costs, Brokerage Service costs and the approximate amount of the costs;
D. keep the party for whom the Broker is providing Brokerage Services informed regarding the transaction;
E. timely account for all money and property received by the Broker;
F. keep confidential information received from a party or prospective party confidential.
G. disclose information pertaining to the Property as required by Residential Property Condition Disclosure Act;
H. comply with all requirements of the Oklahoma Real Estate Code and all applicable statutes and rules;
I. when working with one party or both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.

2. Brokerage Services provided to both parties to the transaction. The Oklahoma broker relationships law (Title 59, Oklahoma Statutes, Section 858-351 - 858-363) allows a real estate Firm to provide brokerage services to both parties to the transaction.

3. Broker providing fewer services. If a Broker intends to provide fewer Brokerage Services than those required to complete a transaction, the Broker shall provide written disclosure to the party for whom the Broker is providing services.

4. Confirmation of disclosure of duties and responsibilities. The duties and responsibilities disclosed by the Broker shall be confirmed in writing by each party in a separate provision, incorporated in or attached to the contract to purchase, option or exchange real estate.

I understand and acknowledge that I have received this notice on 14th day of January, 2020

(Print Name) Kenny Nealis

(Signature) Kenny Nealis

(Print Name) Brenda Nealis

(Signature) Brenda Nealis

**SQUARE FOOTAGE DISCLOSURE**

This disclosure is made to Buyer and Seller improved residential real estate. Check applicable boxes below.

Property Address: 3009 S. Council Rd Cashion, OK

**1. Licensee Measurement**

Listing Licensee  Has  Has Not measured the square footage of the residence according to the following standard, methodology or manner:

<input type="checkbox"/>	<u>Standard/Methodology/Manner</u>	<u>Date Measured</u>	<u>Square Footage</u>
<input type="checkbox"/>	Exterior measurement	_____	_____
<input type="checkbox"/>	FHA	_____	_____
<input type="checkbox"/>	ANSI	_____	_____
<input type="checkbox"/>	Local standard _____	_____	_____
<input type="checkbox"/>	Other _____	_____	_____

**2. Other Source of Measurement:**

Listing Licensee  Is  Is Not providing information on square footage of the residence from another source(s) as indicated below:

<input type="checkbox"/>	<u>Source of Square Footage Information</u>	<u>Date</u>	<u>Square Footage</u>
<input type="checkbox"/>	Prior appraisal (Date of document)	_____	_____
<input type="checkbox"/>	Building plans (Date of document)	_____	_____
<input checked="" type="checkbox"/>	Assessor's office (Date obtained)	<u>1995</u>	<u>2,004</u>
<input type="checkbox"/>	Other _____	_____	_____

Measurement is for the purpose of marketing, may not be exact and is not for loan, valuation or other purpose. If exact square footage is a concern, the property should be independently measured.

Buyer and Seller are advised to verify this information. Any independent measurement or investigation should be completed on or before the Inspection Objection Deadline of the contract.

By [Signature] + 14-2020  
 Listing Licensee Date

The undersigned acknowledge receipt of this disclosure.

Kenny Noles 1-14-2020  
 Seller Date Seller Date

Brenda Noles 1-14-2020  
 Buyer Date Buyer Date