

**SQUARE FOOTAGE DISCLOSURE**

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

Property Address: 601 Aspen Emd OK

**1 Licensee Measurement**

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

<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:

<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>1-2-99</u>	<u>1488</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 \_\_\_\_\_  
Listing Licensee Date

The undersigned acknowledge receipt of this disclosure

DocuSigned by: 3/31/2021

Jean O'Mal  
Seller Date \_\_\_\_\_ Seller Date \_\_\_\_\_

Buyer Date \_\_\_\_\_ Buyer Date \_\_\_\_\_

**OKLAHOMA REAL ESTATE COMMISSION**  
*This is a legally binding Contract; if not understood, seek advice from an attorney.*  
**ACKNOWLEDGMENT AND CONFIRMATION OF DISCLOSURES**

Prior to entering into a Contract of Sale of Real Estate for the Property described as: 601 Aspen  
End OK  
the following items (as applicable) have been disclosed and/or delivered and hereby confirmed:

Buyer acknowledges and confirms that the Broker providing brokerage services to the Buyer has described and disclosed their duties and responsibilities to the Buyer prior to the Buyer signing this Contract.

(Applicable for in-house transactions only) Buyer acknowledges and confirms that the broker is providing brokerage services to both Parties to the transaction prior to the Parties signing this Contract.

Buyer acknowledges receipt of Residential Property Condition Disclosure or Disclaimer Form (as applicable to residential real property improved with not less than one nor more than two dwelling units) pursuant to Title 60 O.S., Section 831-839:

- Buyer has received a Residential Property Condition Disclosure Statement Form (completed and signed by the Seller) and dated within 180 days of receipt.
- Buyer has received a Residential Property Condition Disclaimer Statement Form (completed and signed by the Seller) and dated within 180 days of receipt.
- This transaction is exempt from disclosure requirements pursuant to Title 60, O.S., Section 838.
- Disclosure not required under the Residential Property Condition Disclosure Act.

Buyer acknowledges receipt of Lead-Based Paint/Hazards Disclosures with Appropriate Acknowledgment (if property constructed before 1978)

- Buyer has signed the "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" form, which has been signed and dated by Seller and applicable Licensee(s), and has also received a copy of the Lead-Based Paint Pamphlet titled "Protect Your Family From Lead in Your Home."
- Property was constructed in 1978 or thereafter and is exempt from this disclosure.
- The subject of this transaction is not a residential dwelling and does not require a disclosure on Lead-Based Paint/Hazards.

Buyer acknowledges and confirms the above and further, Buyer acknowledges receipt of Estimate of Costs associated with this transaction and acknowledges that a Contract Information Booklet has been made available to the Buyer in print, or at [www.orec.ok.gov](http://www.orec.ok.gov).

Buyer Name (Printed): \_\_\_\_\_ Buyer Name (Printed): \_\_\_\_\_  
 Buyer Signature: \_\_\_\_\_ Buyer Signature: \_\_\_\_\_  
 Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

Seller acknowledges and confirms that the Broker providing brokerage services to the Seller has described and disclosed their duties and responsibilities to the Seller prior to the Seller signing this Contract.

(Applicable for in-house transactions only) Seller acknowledges and confirms that the broker is providing brokerage services to both Parties to the transaction prior to the Parties signing this Contract.

Seller further acknowledges receipt of Estimate of Costs associated with this transaction and that a Contract Information Booklet has been made available to the Seller in print, or at [www.orec.ok.gov](http://www.orec.ok.gov).

Seller Name (Printed): \_\_\_\_\_ Signed by: \_\_\_\_\_ Seller Name (Printed): \_\_\_\_\_  
 Seller Signature: Jean O'Neal Seller Signature: \_\_\_\_\_  
 Dated: \_\_\_\_\_ 9CA8F883D17340B... 3/31/2021 Dated: \_\_\_\_\_

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 3/31/2021 day of 20

(Print Name)

(Signature)

DocuSigned by: Joan O'Mal 9CA8F883D17340B...

(Print Name)

(Signature)

## 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.

"Defect" means a condition, malfunction, or problem that would have a materially adverse effect on the monetary value of the property, or that would impair the health or safety of future occupants of the property. 59 O.S. Section 832(9).

LOCATION OF SUBJECT PROPERTY 601 Aspen Blvd OK

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				<input checked="" type="checkbox"/>
Swimming Pool				<input checked="" type="checkbox"/>
Hot Tub/Spa				<input checked="" type="checkbox"/>
Water Heater <input type="checkbox"/> Electric <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Solar	<input checked="" type="checkbox"/>			
Water Purifier				<input checked="" type="checkbox"/>
Water Softener <input type="checkbox"/> Leased <input type="checkbox"/> Owned				<input checked="" type="checkbox"/>
Sump Pump				<input checked="" type="checkbox"/>
Plumbing	<input checked="" type="checkbox"/>			
Whirlpool Tub	<input checked="" type="checkbox"/>			
Sewer System <input checked="" type="checkbox"/> Public <input type="checkbox"/> Septic <input type="checkbox"/> Lagoon	<input checked="" type="checkbox"/>			
Air Conditioning System <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Gas <input type="checkbox"/> Heat Pump	<input checked="" type="checkbox"/>			
Window Air Conditioner(s)				<input checked="" type="checkbox"/>
Attic Fan				<input checked="" type="checkbox"/>
Fireplaces	<input checked="" type="checkbox"/>			
Heating System <input type="checkbox"/> Electric <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Heat Pump	<input checked="" type="checkbox"/>			
Humidifier				<input checked="" type="checkbox"/>
Ceiling Fans	<input checked="" type="checkbox"/>			

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

*But Right Front burner gets too hot*

*Household water is public  
yard water is well water*

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

Seller's Initials jo Seller's Initials \_\_\_\_\_

LOCATION OF SUBJECT PROPERTY 601 Aspen Dr, ENID OK 73703

IF YOU ANSWERED Not Working to any items on page one, please explain. Attach additional pages with your signature.  
Right stove burner gets too hot.

**Zoning and Historical**

1. Property is zoned: (Check One)  residential  commercial  historical  office  agricultural  industrial  
 urban conservation  other  unknown
2. Is the property designated as historical or located in a registered historical district? Yes  No

**Flood and Water**

Yes No

3. What is the flood zone status of the property? \_\_\_\_\_
4. Are you aware if the property is located in a floodway as defined in the Oklahoma Floodplain Management Act?  Yes  No
5. Are you aware of any flood insurance requirements concerning the property?  Yes  No
6. Are you aware of any flood insurance on the property?  Yes  No
7. Are you aware of the property being damaged or affected by flood, storm run-off, sewer backup, draining or grading defects?  Yes  No
8. Are you aware of any surface or ground water drainage systems which assist in draining the property, e.g. "French Drains"?  Yes  No
9. Are you aware of any occurrence of water in the heating and air conditioning duct system?  Yes  No
10. Are you aware of water seepage, leakage or other draining defects in any of the improvements on the property?  Yes  No

**Additions/Alterations/Repairs**

Yes No

11. Are you aware of any additions being made without required permits?  Yes  No
12. Are you aware of any previous foundation repairs?  Yes  No
13. Are you aware of any alterations or repairs having been made to correct defects?  Yes  No
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?  Yes  No
15. Are you aware of the roof covering ever being repaired or replaced during your ownership of the property?  Yes  No
16. Approximate age of roof covering, if known \_\_\_\_\_ number of layers, if known \_\_\_\_\_
17. Do you know of any current defects with the roof covering?  Yes  No
18. Are you aware of treatment for termite or wood-destroying organism infestation?  Yes  No
19. Are you aware of a termite bait system installed on the property?  Yes  No
20. If yes, is it being monitored by a licensed exterminating company? If yes, annual cost \$ \_\_\_\_\_  Yes  No
21. Are you aware of any damage caused by termites or wood-destroying organisms?  Yes  No
22. Are you aware of major fire, tornado, hail, earthquake or wind damage?  Yes  No
23. Have you ever received payment on an insurance claim for damages to residential property and/or any improvements which were not repaired?  Yes  No
24. Are you aware of defects pertaining to sewer, septic, lateral lines or aerobic system?  Yes  No

**Environmental (Continued on Page 3)**

Yes No

25. Are you aware of the presence of asbestos?  Yes  No
26. Are you aware of the presence of radon gas?  Yes  No
27. Have you tested for radon gas?  Yes  No
28. Are you aware of the presence of lead-based paint?  Yes  No
29. Have you tested for lead-based paint?  Yes  No
30. Are you aware of any underground storage tanks on the property?  Yes  No
31. Are you aware of the presence of a landfill on the property?  Yes  No
32. Are you aware of the existence of hazardous or regulated materials and other conditions having an environmental impact?  Yes  No
33. Are you aware of the existence of prior manufacturing of methamphetamine?  Yes  No
34. Have you had the property inspected for mold?  Yes  No
35. Are you aware of any remedial treatment for mold on the property?  Yes  No
36. Are you aware of any condition on the property that would impair the health or safety of the occupants?  Yes  No

Buyer's Initials \_\_\_\_\_ Buyer's Initials \_\_\_\_\_ Seller's Initials JD Seller's Initials \_\_\_\_\_

LOCATION OF SUBJECT PROPERTY 601 Aspen Drive, EAD, OK 73703

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

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. #15 New roof as of July 2020

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? \_\_\_\_\_

Joan O'Neal 3-31-21  
 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).





ROOFING WARRANTY SYSTEMS

580-603-4621
580-554-0459
580-242-3175

WHEREAS, Fine Roofing warranty systems of 2618 E. Lake Hellums Rd. Enid, OK 73701 here in called "The Contractor" has completed application of the following roof.
5 year Limited warranty on work performed.

OWNER: JOAN O'NEAL

ADDRESS: 601 ASPEN

DATE OF COMPLETION: July 23, 2020

DATE GAURANTEE EXPIRES: July 23, 2025

MANUFACTURE TAMICO HERITAGE COLOR WEATHERED WOOD

WHEREAS, AT THE INCEPTION OF SUCH WORK THE CONTRACTOR AGREED TO GUARANTEE THE AFORESAID ROOF AGAINST FAULTY MATERIALS OR WORKMANSHIP FOR A LIMITED PERIOD AND SUBJECT TO THE CONDITIONS HEREIN SET FORTH:

NOW, THEREFORE, THE CONTRACTOR HEREBY GUARANTEES, SUBJECT TO THE CONDITIONS HEREIN SET FORTH, THAT DURING A PERIOD OF 5 YEARS FROM THE DATE OF COMPLETION OF SAID ROOF, IT WILL, AT ITS OWN COST AND EXPENSE, MAKE OR CAUSE TO BE MADE SUCH REPAIRS TO SAID ROOF AND COMPOSITION FLASHING, RESULTING SOLELY FROM FAULTS OR DEFECTS IN MATERIALS OR WORKMANSHIP APPLIED BY OR THROUGH THE CONTRACTOR AS MAY BE NECESSARY TO MAINTAIN SAID ROOF IN WATERTIGHT CONDITION. THIS GUARANTEE IS MADE SUBJECT TO THE FOLLOWING CONDITIONS:

- 1 Specifically excluded from this Guarantee is any all damage to said roof, the building or contents caused by lightning, wind, hailstorm, or other unusual phenomena of the elements; foundation settlement; failure or cracking of the roof deck; defects or failures of material used as a roof base over which the roof is applied; faulty construction of parapet walls, copings, chimneys, skylights, vents, supports, or other parts of the building; vapor condensation beneath the roof; or fire. If the roof is damaged by reason of any of the foregoing this Guarantee shall thereupon become null and void for the balance of the Guarantee period unless such damage is repaired by The Contractor at the expense of the party requesting such repairs.
2 The Contractor is not liable for consequential damages to the building or contents resulting from any defects in said roof or composition flashing's.
3 No work shall be done on said roof, including, but without limitation, work in connection with flues, vents, drains, sign braces, railings, platforms or other equipment fastened to or set on the roof, and no repairs or alterations shall be made to said roof, unless The Contractor shall be first notified, shall be give the opportunity to make the necessary roofing application recommendations with respect thereto, and such recommendations are complied with. Failure to observe this condition shall render this Guarantee null and void. The Contractor shall be paid for time and material expended in making recommendations or repairs occasioned by the work of others on said roof.
4 This Guarantee shall become null and void if the roof is used as a promenade or work deck or is sprayed or flooded, unless such use was originally specified and the specification is noted in paragraph seven below.
5 This Guarantee shall not be or become effective unless and until The Contractor has been paid in full for said roof in accordance with the agreement pursuant to which such roof was applied.
6 This Guarantee shall become null and void unless The Contractor is promptly notified of any alleged defect in materials or workmanship and provided an opportunity to inspect the roof.
7 Additional conditions or exclusion; non-transferable in witness whereof, this instrument has been duly executed this

Fine Roofing Warranty Systems

By: [Signature]