

OKLAHOMA REAL ESTATE COMMISSION

RESIDENTIAL PROPERTY CONDITION DISCLOSURE EXEMPTION FORM  
IDENTIFICATION OF EXEMPT TRANSFER

Check the box applicable to the property which is located at (street address):

1318 N. 14th End OK

- 1. Transfer pursuant to Court Order, including but not limited to, a transfer pursuant to a writ of execution, a transfer by eminent domain, and a transfer pursuant to an Order for partition;
- 2. Transfer to a mortgagee by a mortgagor or successor in interest who is in default, transfer by any foreclosure sale after default in an obligation secured by a mortgage, transfer by a mortgagee's sale under a power of sale after default in an obligation secured by any instrument containing a power of sale, or transfer by a mortgagee who has acquired the real property at a sale conducted pursuant to a power of sale or a sale pursuant to a decree of foreclosure or has acquired the real property by deed in lieu of foreclosure;
- 3. Transfer by a fiduciary who is not an owner occupant of the subject property in the course of the administration of a decedent's estate, guardianship, conservatorship or trust;
- 4. Transfer from one co-owner to one or more other co-owners;
- 5. Transfer made to a spouse, or to the person or persons in the lineal line of consanguinity of one or more of the owners;
- 6. Transfer between spouses resulting from a decree of dissolution of marriage or a decree of legal separation or from a property settlement agreement incidental to such a decree;
- 7. Transfer made pursuant to mergers and from a subsidiary to a parent or the reverse;
- 8. Transfer or exchanges to or from any governmental entity; or
- 9. Transfer of a newly constructed, previously unoccupied dwelling.

The Seller acknowledges that the exemption marked above is a true and accurate statement regarding the transfer of the Property.

DocuSigned by:  
 Seller's Signature lisa Sandard Date: 1/29/2024  
B945656B22D44FA...

Seller's Signature \_\_\_\_\_ Date: \_\_\_\_\_

BUYER'S ACKNOWLEDGMENT

Note: The Buyer is urged to carefully inspect the Property and to have the Property inspected by an expert. The Buyer acknowledges the Buyer has read and received a signed copy of this Exemption Form.

Buyer's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Buyer's Signature \_\_\_\_\_ Date: \_\_\_\_\_

### SQUARE FOOTAGE DISCLOSURE

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

Property Address: 1318 N. 14th End 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>1994</u>	<u>1032</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 Angie Luppard 1/25/24  
Listing Licensee Date

The undersigned acknowledge receipt of this disclosure.

DocuSigned by:

Lisa Sandavel

1/29/2024

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: 1318 N. 14th 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.
[X] 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)

- [X] 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.

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.

Seller Name (Printed): \_\_\_\_\_ Signed by: \_\_\_\_\_ Seller Name (Printed): \_\_\_\_\_
Seller Signature: Lisa Sandard \_\_\_\_\_ Seller Signature: \_\_\_\_\_
Dated: B945656B22D44FA... 1/29/2024 \_\_\_\_\_ Dated: \_\_\_\_\_

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Property

Address: 1318 N. 14th Emd OK 73701

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

DS \_\_\_\_\_

(ii) LS Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) \_\_\_\_\_ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

DS \_\_\_\_\_

(ii) LS Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) \_\_\_\_\_ Purchaser has received copies of all information listed above.

(d) \_\_\_\_\_ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) ARL Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

DocuSigned by: <u>Lisa Sandford</u> Seller 6345656B22D44FA...	Date	<u>1/25/24</u>	Seller	Date
_____	Date	_____	Purchaser	Date
_____	Date	_____	Agent	Date

## APPENDIX B. RESIDENTIAL PROPERTY CONDITION DISCLAIMER STATEMENT FORM

**Seller instructions:** Oklahoma Law (the "Residential Property Condition Disclosure Act," 60, O.S. Section 831 et. seq., effective July 1, 1995) requires a seller of 1 and 2 residential dwelling units to deliver, or cause to be delivered, a disclaimer statement to a purchaser as soon as practicable, but in any event before acceptance of an offer to purchase if you, the seller: 1) have never occupied the property and make no disclosures concerning the condition of the property; and 2) have no actual knowledge of any defect concerning the property.

If, however, you occupied the property or know of a defect in regard to the property, you must complete and deliver, or cause to be delivered, a "Residential Property Condition Disclosure Statement" to the purchaser.

Also, if you become aware of a defect after delivery of this disclaimer statement to a purchaser, but before you accept an offer to purchase, you must complete and deliver, or cause to be delivered, a "Residential Property Condition Disclosure Statement" to a purchaser.

Completion of this form by you may not be more than 180 days prior to the date this form is received by a purchaser.

Note: If this disclaimer statement is delivered to a purchaser after an offer to purchase has been made by the purchaser, the offer to purchase shall be accepted by you only after a purchaser has acknowledged receipt of this statement and confirmed the offer to purchase.

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.

(For more information on the requirements of the law, please refer to the Residential Property Condition Disclosure Information Pamphlet.)

### Seller's Disclaimer Statement

The undersigned seller states that seller has never occupied the property located at 1318 N. 14th, Oklahoma; makes no disclosures concerning the condition of the property; AND has no actual knowledge of any defect.

DocuSigned by:  
Lisa Sandard                      1/25/24                      \_\_\_\_\_  
Seller's Signature                      Date                      Seller's Signature                      Date

### Purchaser's Acknowledgment

The purchaser shall sign and date this acknowledgment. The purchaser is urged to carefully inspect the subject property and, if desired, to have the property inspected by an expert. The purchaser acknowledges that purchaser has read and received a signed copy of this statement. This completed acknowledgement should accompany an offer to purchase you make on the property identified above.

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

**Note to seller and purchaser:** A real estate licensee has no duty to the seller or 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 this disclaimer statement.

The disclosure and disclaimer statement forms and the Residential Property Condition Disclosure Information Pamphlet are made available by the Oklahoma Real Estate Commission, 1915 N. Stiles Ave., Suite 200 (Denver N. Davison Building), Oklahoma City, Oklahoma 73105-4919. Visit the Commission's web site: [www.orec.ok.gov](http://www.orec.ok.gov)