

**SELLER DISCLOSURE OF PROPERTY CONDITION**

(To be delivered prior to Buyer make offer to buy real estate)

Property Owner (s) Address:

Kenneth Catharine Blosser | 3316 S Lakeport

**Purpose of Disclosure:** Completion of Section 1 of this form is required under Chapter 558A of the Iowa code which mandates the Seller(s) disclose condition and information about the property, unless exempt:

**Exempt Properties:** Properties exempted from the Seller's disclosure requirements include (IA Code 558 A): Bare ground; property containing 5 or more dwelling units; court-ordered transfers; transfers by a power of attorney; foreclosures; lenders selling foreclosed properties; fiduciaries in the course of an administration of an decedent's estate, guardianship, conservatorship, or trust; between joint tenants, or tenants in common; to or from any governmental division; quit claim deeds; intra family transfers; between divorcing spouses; commercial or agricultural property which has no dwelling. Seller(s) certifies that the property is exempt from the requirement(s) of 558A because one of the above exemptions applies. If so, you may stop here.

<del>Seller</del>	<del>Date</del>	<del>Seller</del>	<del>Date</del>
<del>Buyer</del>	<del>Date</del>	<del>Buyer</del>	<del>Date</del>

**Instructions to the Seller.** (1) Complete this form yourself. (2) Report known conditions materially affecting the property and utilize ordinary care in obtaining the information. (3) Provide information in good faith and make a reasonable effort to ascertain the required information. (4) Additional pages or reports may be attached. (5) If some items do not apply to your property, write "NA" (not applicable). (6) All approximations must be identified "AP". If you do not know the facts, write or check UNKNOWN. (7) Keep a copy of this statement.

**Seller's Disclosure Statement:** Seller discloses the following information regarding the property and certifies this information is true and accurate to the best of my/our knowledge as of the date signed. Seller authorizes Agent to provide a copy of this statement to any person or entity in connection with actual or anticipated sale of the property or as otherwise provided by law. This statement shall not be a warranty of any kind by Seller or Seller's Agent and shall not be intended as a substitute for any inspection or warranty the purchases may wish to obtain. The following are representations made by Seller and are not by any Agent acting on behalf of the Seller. **The Agent has no independent knowledge of the condition of the property except that which is written on this form. Seller advises Buyer to obtain independent inspections relevant to Buyer.**

Sellers initials KB

Buyer initials \_\_\_\_\_

**I. Property Conditions, Improvements and Additional Information: (Section 1 is Mandatory)**

- Basement/Foundation:** Has there been any known water or other problems? Yes [ ] No [X] Unknown [ ] If yes, please explain: \_\_\_\_\_
- Roof:** Any known problems? Yes [ ] No [X] Unknown [ ] Type \_\_\_\_\_  
 Unknown [ ] Date of repairs/replacement \_\_\_\_\_ Unknown [ ]  
 Describe: \_\_\_\_\_

- Well and pump:** Any known problems? Yes [ ] No [X] Unknown [ ] Type of well (depth/diameter), age and date of repair: \_\_\_\_\_  
 Has the water been tested? Yes [ ] No [X] Unknown [ ] If yes, date of last report/results: \_\_\_\_\_
- Septic tanks/drain fields:** Any known problems? Yes [ ] No [X] Unknown [ ] Location of tank: \_\_\_\_\_  
 Has the system been inspected within 2 years or pumped/cleaned within 3 years? Yes [ ] No [X] Unknown [ ] Age: \_\_\_\_\_  
 Unknown [ ] Has the system been inspected within 2 years or pumped/cleaned within 3 years? Yes [ ] No [X] Unknown [ ]

5. Sewer: Any known problems? Yes [ ] No [X] Any known repairs/replacement? Yes [ ] No [ ]  
Date of repairs \_\_\_\_\_

6. Heating system (s): Any known problems? Yes [ ] No [X] Any known repairs/replacement? Yes [ ] No [ ]  
Date of repairs \_\_\_\_\_

7. Central Cooling system (s): Any known problems? Yes [ ] No [X] Any known repairs/replacement? Yes [ ] No [ ]  
Date of repairs \_\_\_\_\_

8. Plumbing system (s) Any known problems? Yes [ ] No [X] Any known repairs/replacement? Yes [ ] No [ ]  
Date of repairs \_\_\_\_\_

9. Electrical systems (s) Any known problems? Yes [ ] No [X] Any known repairs/replacement? Yes [ ] No [ ]  
Date of repairs \_\_\_\_\_

10. Pest Infestation: (wood-destroying insects, bats, snakes, rodents, destructive/troublesome animals, etc.) Any known problems?  
Yes [ ] No [X] Any known repairs/replacement? Yes [ ] No [ ] Date of treatment \_\_\_\_\_ Previous  
Infestation/Structural damages? Yes [ ] No [ ] Date of repairs \_\_\_\_\_

11. Asbestos: Is asbestos present in any form in the property? Yes [ ] No [ ] Unknown [ ] If yes, please  
explain: \_\_\_\_\_

12. Radon: Any known tests for the presence of radon gas? Yes [X] No [ ] Unknown [ ] If yes, test  
results? 7 Date of last report 2000

If Buyer tests for radon, Buyer agrees to release testing results to Seller [ ] Yes

13. Lead Base Paint: Known to be present or has the property been tested for the presence of lead base paint? Yes [ ] No [ ]  
Unknown [ ] If yes, what were the test results? \_\_\_\_\_

Has the lead disclosure form and pamphlet been provided? Yes [X] No [ ]

14. Any known encroachments, easements, "common area" (facilities like pools, tennis courts, walkways or other areas co-owned  
with others), zoning matters, nonconforming uses, or a Homeowners Association which has any authority over the property?  
Yes [X] No [ ] Unknown [ ] *giving of property to north is less than 3ft from property line*

15. Features of the property known to be shared in common with adjoining landowners, such as walls, fences, roads and driveways  
whose use or maintenance responsibility may have an effect on the property Yes [ ] No [X] Unknown [ ]

16. Structural Damage: Any known structural damage? Yes [ ] No [X] Unknown [ ]

17. Physical Problems: Any known settling, flooding, drainage or grading problems Yes [ ] No [X] Unknown [ ]

18. Is the property located in a flood plain? Yes [ ] No [X] Unknown [ ] If yes, floor plain designation \_\_\_\_\_

19. Do you know the zoning classification of this property? Yes [X] No [ ] Unknown [ ]

What is the zoning? RESIDENTIAL

20. Covenants: Is the property subject to restrictive covenants? Yes [ ] No [X] Unknown [ ] If yes attach a copy OR state where a  
true, current copy of the covenants can be obtained:  
[ ] On file at Country Recorder's office or: \_\_\_\_\_

You MUST explain any "YES" responses above (Attach additional sheets if necessary):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Seller initials BB CB Buyers initials \_\_\_\_\_

**II. Appliances/Systems/Services (note: Section II is for the convenience of Buyer/Seller and is not mandatory):**

**Notice:** Items marked "included" are intended with the property after sale. However, included items may be negotiable between Buyer and Seller, and requested items should be in writing as either included or excluded in any Offer to Buy/Purchase Agreement. The Offer to Buy/Purchase Agreement shall be the final terms of any agreement.

	Included	Working?		Rented?		Included	Working?
		Yes	No	Yes	No		
Range/Oven	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Lawn Sprinkler System	<input type="checkbox"/>
Dishwasher	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Solar Heating System	<input type="checkbox"/>
Refrigerator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool Heater, Wall liner & equipment	<input type="checkbox"/>
Hood/fan	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Well & pump	<input type="checkbox"/>
Disposal	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Smoke alarm	<input checked="" type="checkbox"/>
TV Receiving Equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Septic Tank & Sump Pump	<input type="checkbox"/>
Alarm System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Drain Field	<input type="checkbox"/>
Central AC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	City Water System	<input checked="" type="checkbox"/>
Window AC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	City Sewer System	<input checked="" type="checkbox"/>
Central Vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Plumbing System	<input checked="" type="checkbox"/>
Gas Grill	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Central Heating System	<input checked="" type="checkbox"/>
Attic Fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water Heater	<input checked="" type="checkbox"/>
Intercom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Windows	<input checked="" type="checkbox"/>
Microwave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fireplace/Chimney	<input checked="" type="checkbox"/>
Trash Compactor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wood Burning System	<input type="checkbox"/>
Ceiling Fan (3)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Furnace Humidifier	<input checked="" type="checkbox"/>
Water softener/Conditioner	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sauna/Hot Tub	<input type="checkbox"/>
LP Tanks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Keys and Locks	<input type="checkbox"/>
Keys and Locks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dryer	<input type="checkbox"/>
Swing Set	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Washer	<input type="checkbox"/>
Basketball Hoop	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Storage Shed (1)	<input checked="" type="checkbox"/>
Underground "pet fence"	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Boat Dock	<input type="checkbox"/>
Garage door opener	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Boat Hoist	<input type="checkbox"/>
Pet Collars	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

**Exceptions/Explanations for "NO" responses above:**

*Furnace humidifier in place but does not work at this time*

**ALL HOUSEHOLD APPLIANCES ARE NOT UNDER WARRANTY BEYOND DATE OF CLOSING**

Warranties may be available for purchase from independent warranty companies.

Seller initials BS CB Buyers initials \_\_\_\_\_

**III. Additional Non-Mandatory Requested Items:** Are you as Seller aware of any of the following:

- Any significant structural modification, alteration, or repairs to property? Yes  No  Unknown  Please explain: Attaches held in back, added 4 season room and concrete patio in back, front living room built new built - all in 2000. New siding, roof, windows, exterior doors in 2000
- Has there been a property/casualty loss or insurance claim over \$5,000, or major damage to the property from fire, wind, hail, flood (s) or other conditions? Yes  No  Unknown  If yes, has the damage been repaired/replaced? Yes  No

3. Are there any known current, preliminary, proposed or future assessments by any governing body or owner's association of which you have knowledge? Yes [ ] No [X] Unknown [ ]
4. Mold: Does property contain toxic mold that adversely affects the property or occupants? Yes [ ] No [X] Unknown [ ]
5. Private burial grounds: Does property contain any private burial grounds? Yes [ ] No [X] Unknown [ ]
6. Neighborhood or Stigmatizing conditions or problems affecting this property? Yes [ ] No [X] Unknown [ ]
7. Energy Efficiency Testing: Has the property been tested for energy efficiency? Yes [ ] No [X] Unknown [ ] If yes, what were the tests results?

8. Attic Insulation: Type Yelled Unknown [ ] Amount \_\_\_\_\_ Unknown [ ]

9. Are you aware of any environmental concerns? Yes [ ] No [X] Unknown [ ] If yes, please explain:

10. Are you related to the listing agent? Yes [ ] No [X] If yes, how? \_\_\_\_\_

11. Where survey of property may be found: City?  
 If the answer to any item is yes, please explain. Attach additional sheets, if necessary:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

12. Repairs: Any repair(s) to property not so noted: (Date of repairs, Name of repair company if utilized.) ( Note: Repairs are not normal maintenance items)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Seller has owned the property since 8/1/1999 (date). Seller has indicated above the history and condition of all the items based solely on the information known or reasonably available to the Seller (s). If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold Broker liable for any representations not directly made by Broker or Broker's affiliated licensees (brokers and salesperson).

Seller hereby acknowledges Seller has retained a copy of this statement.

Seller acknowledges requirement that Buyer be provided with the "Iowa Radon Home-Buyers and Sellers Fact Sheet" prepared by the Iowa Department of Public Health.

Seller Kenneth Blupen Seller Catherine Blewett Date 4/2/10

Buyer hereby acknowledges receipt of a copy of this statement. This statement is not intended to be a warranty or to substitute for any inspection the buyer (s) may wish to obtain.

Buyer acknowledges receipt of the "Iowa Radon Home-Buyers and Sellers Fact Sheet" prepared by the Iowa Department of Public Health.

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

Property Address: 3310 S. Lakeport

**Lead Warning Statement**

*Every buyer 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 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 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.*

**Seller's Disclosure (initial)**

B CB(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

\_\_\_\_\_

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing

B CB(b) Records and Reports available to the seller (check one below):

Seller has provided the buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

\_\_\_\_\_

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

**Buyer's Acknowledgement (initial)**

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

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

\_\_\_\_\_ (e) Buyer has (check one below):

Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence lead-based paint or lead-based paint hazards; or

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 Acknowledgement (initial)**

BAM(f) Agent has informed the seller of the seller's obligation under 42 U.S.C. 4852 d 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.

Seller Kenneth Blaney Date 4/20/10 Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller Catherine McQueen Date 4/21/10 Buyer \_\_\_\_\_ Date \_\_\_\_\_

Agent Bob Maxo Date 4-2-10 Agent \_\_\_\_\_ Date \_\_\_\_\_

This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at the Buyer's expense until \_\_\_\_\_. This contingency will terminate at the above predetermined deadline unless the Buyer (or Selling Agent) delivers to the Seller (or Listing Agent) a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option, within \_\_\_\_\_ days after delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Buyer with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the Seller does not elect to make the repairs, or if the Seller makes a counter-offer, the Buyer shall have \_\_\_\_\_ days to respond to the counter-offer or remove this contingency and take the property in "as-is" condition or this contract shall become void. The Buyer may remove this contingency at any time without cause.

**Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet *Protect Your Family From Lead in Your Home* for more information.**

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

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