SELLER'S RESIDENTIAL PROPERTY DISCLOSURE STATEMENT



SELL	er: Cly	/de & Susan	100-00-00-00-00-00-00-00-00-00-00-00-00-		Melton	C. Photo D. No.
PROPERTY ADDRESS: 1046 Countryside Drive			DATE:			
CITY,	STATE & ZIP:	McPherson	KS	67460	MLS#	
Part	L. MESSAGE TO THE SELLER:				and the same of	
1. S	ELLER'S AGREEMENT AND AU	THORIZATIONS:				
	This form is designed to assist y affecting the Property, then you r Statement (the "Statement").	ou in making disclosures to th				
В.	SELLER discloses the informati guarantee of the condition of th	e Property, prospective buye	rs may rely or	n the informa	though it is not tion contained in	a warranty or this Statement
C.	in deciding whether, and on who SELLER authorizes any real est	ate licensees involved in thi	s transaction	to provide a	copy of this Sta	tement to any
2 SE	person or entity in connection w LLER'S INSTRUCTIONS:	ith any actual or possible pui	chase of the l	Property.		
Α.	A. SELLER has an obligation under this Statement to: (1) Review this Statement and any attachments carefully: (2) Verify all the important information concerning the Property; (3) Attach all available supporting documentation on the Property; (4) Use explanation lines as requested and when necessary; and (5) Use the explanation lines to explain when the SELLER does not have the personal knowledge to answer a question.					
	By signing this Statement, SELL Property may result in liability to	the BUYER for fraud and mi			known material f	acts about the
	LER'S INDEMNIFCATION OF				n a loure le	88 V UV V
Α.	. SELLER agrees to hold harmless, indemnify and defend any real estate licensees involved in this transaction and their agents, subagents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual knowledge prior to the signing of the Contract to sell the Property.					
	(Pul	Am				
	SELLER'S INITIALS	SELLER'S	SINITIALS			
Part	MESSAGE TO THE BUYER:					
	YER'S AGREEMENT AND AUTH This is a disclosure of the cond		actually know	n by the SEL	LER on the date	the Statement
В.	was signed. BUYER agrees and acknowledges that this Statement is not a warranty or guarantee of any kind by the SELLER or any real estate licensees involved in this transaction regarding the condition of the Property and should not be used as a substitute for any inspections or warranties that the BUYER may wish to obtain on the Property.					
2. BUYER'S INSTRUCTIONS:						
Α.	BUYER has an obligation under t					
	 Review this Statement and Verify all the important info 	any attachments carefully; ormation about the condition	of the Droport	v contained i	n thic Etatomont	è
		incomplete or inadequate res		y contained i	ii tilis Statement,	
	(4) Inquire about any concerns	s about the condition of the P	roperty not ac	ddressed on t	nis Statement;	
	(5) Review all other applicable					
	(6) Conduct personal or profes(7) Investigate the surrounding			ility for the B	UYFR.	
B.B	r signing this Agreement, BUYE Property and verify the informa	R agrees and acknowledges ation about the condition of	that the failuthe Property	are to exercise contained in	se due diligence	to inspect the nay affect the
3. BU	ability of the BUYER to hold the YER'S AGREEMENT TO HOLD I			у.		
Α.	BUYER agrees that any real es physical defects in and on the transaction and their agents, su demands, suits, damages, losse which the real estate licensees h	state licensees involved in the Property. BUYER agrees to bagents, employees and inde es or expenses arising out o	nis transaction hold harmles ependent cont f the discover	s any real es ractors from ry of propert	state licensees in and against any a y conditions in th	and all claims, he Property of

BUYER'S INITIALS

BUYER'S INITIALS

Part 3. GENERAL PROPERTY INFORMATION:								
1.	1. Approximate age of the Property: 43 yas							
2.	Approximate date that SELLER acquire		perty:	1	lov 2001			
3.	Does SELLER currently occupy the Prop		(J)		X Yes No			
	If No, how long has it been since the S		cupie	d the	Property?			
Pai	t 4. APPLIANCES, EQUIPMENT AND	FIXTUR	RES:					
MARKET CO.	icate the condition of the following item			he a	ppropriate hox. Check only one hox	for eac	h item	_
	WORKING	NOT WORKING						NOT INCLUDED
1.	Refrigerator #1 (in Kitchen)			26.	Air conditioning-central system	X		
2.	If #2, location:				Air conditioning-window units #			
3.	Range			28.	Heating System			
	☐ Electric ☐ Gas	_	_		Gas Forced air gas Electr	ic		
4.	Separate Cooktop		\Box		☐ Boiler (☐ Hot water ☐ Steam)			
_	⊠ Electric				Heat Pump	7200	\vdash	H
5.	Oven				Air purifier system		님	
_	⊠ Electric		N		Attic Fan		H	
6.	Clothes Dryer		\mathbb{N}		Ceiling fan(s) # 2 Humidifier		H	
7	K Electric Gas Clothes Washer		\sqrt{\gamma}		Cable television wiring/jacks		H	H
	Water Heater				Telephone wiring/jacks		H	H
٥.	☐ Electric ☑ Gas				Intercom, sound system wiring		H	H
9.		X			Built in speaker system		Ħ	
	Range Ventilation system				TV antenna/receiver/satellite dish		Ħ	Ħ
	Microwave oven		X		Leased Owned		_	
	Disposal	П	П	39.	Security System		_ 🗆	
	Trash Compactor				☐ Leased ☐ Owned			
	Sump Pump			40.	Sprinkler System			
	DoorbellX				Full X Partial, explain location	All but	EAST Sid	e Drive, Garag
16.	Central vacuum & attachments				🗵 Back flow preventer 🗵 Auto-timer	☐ Mar	nual	
	Exhaust fan-main bathroom				Smoke alarms/detectors #_2	1000		Ш
	Exhaust fan-master bathroom	Ц		42.	Propane Tank			
	Exhaust fan-other bath:		Ц	10000000	☐ Leased ☐ Owned			
20.	Fireplace/fireplace insert	X	\sqcup		Drinking Water System, owned		\vdash	
24	☐ Blower ☐ Factory-built ☒ Masonry				Water purifier/softener, owned	-	님	H
	Fireplace gas logs		님		Hot tub and equipment		H	H
	Fireplace gas starter		H		Sauna/spa Steam Dry		H	H
	Swimming pool	H	님		Garage door opener(s)		H	H
24.	☐ In-ground ☐ Salt Water ☐ Above gr	ound	ш	40.	Number of remotes4	P .		
25	Swimming pool equipment			49	Smart home thermostat		П	
۵.	ownning poor equipment				Other		\Box	Ħ
Pa	t 5. STRUCTURAL CONDITIONS:				<u></u>			
1.	What is the approximate age of the roo							
2.	Has there been any leaking or other pr						x Ur	ıknown
	If Yes, when was the date of the last o	ccurrence	e?					
3.	Have there been any repairs to the roo						o 🗌 Ur	ıknown
	If Yes, please provide the date of the r	epairs: 💃	EE AT	me			-	×
4.	Has there been any roof replacement?					∐ No	o ∐ Ur	ıknown
1922	If Yes, was the replacement ☑ complete or ☐ partial. Sept 2011							
5.	How many layers of roofing materials a							
6.								
7.	. Have you made any homeowners' insurance claims on the Property?							
	ir res, were all the claims addressed w	iui repai	I 5 :		My Yes	INC	,	

9.	Has there ever been leakage/seepage in the basement or crawl space?
12. 13.	When was the chimney or fireplace last cleaned or serviced?
15.	Have you ever experienced or are you aware of any: Movement, shifting, deterioration or other problems with the crawl space, foundations, slab or walls? \square Yes $\underline{\mathbb{Y}}$ No
	Cracks or flaws in the basement floor, ceilings, concrete slab, crawl space, foundations or garage? Yes No Corrective action taken to remedy these structural conditions, including but not limited to bracing or piering? Yes No Water leakage or dampness in the Property, crawl space or basement?
16.	Do you have any knowledge of any damage to the Property caused by termites or wood infestation? . ☐ Yes ☑ No If Yes, is the Property currently under warranty? ☐ Yes ☐ No If Yes, please name the company here:
	Have you had any termite treatments for the Property?
	Has the ground been pre-treated for termites? ☐ Yes ☐ No 🗷 Unknown
19.	Are you aware of any active infestation of bed bugs or has Property been treated for bed bugs in last 12 months?
	Have you had any other pest control treatments for the Property?
22.	Additional Comments:
Pai	rt 6. LAND CONDITIONS (BOUNDARIES, DRAINAGE, SOILS, ETC.):
1.	Is the Property or any portion of the Property located in a flood zone, wetlands area or proposed
2	to be located in such as designated by the Federal Emergency Management Agency (FEMA)? Yes No W Unknown Are you aware of any drainage or flood problems on the Property or adjacent properties? Yes No
2.	Have any neighbors complained that the Property causes drainage problems?
	Has the Property had a stake survey?
	If Yes, please attach a copy of the stake survey.
1000	Are the boundaries of the Property marked in any way?
6.	Do you have an Improvement Location Certificate (ILC) for the Property?
7.	Is there fencing on the Property?
	If Yes, does the fencing belong to the Property? 🗓 Yes 🗌 No 🗌 Unknown
8.	
	Are you aware of any encroachments, boundary line disputes or non-utility easements
0	affecting the Property? Yes No
9.	affecting the Property? \square Yes \square No Are there any features of the Property shared in common with adjoining landowners,
9.	affecting the Property? Yes No
	affecting the Property?
10.	affecting the Property?
10. 11.	affecting the Property?
10. 11.	affecting the Property?

Par	t 7. PLUMBING, SEWAGE AND WATER SYSTEMS:						
1.	What is the drinking water source on the Property? 🗷 Public Water 🗌 Private/Community Water 🗎 Domestic Well 🔲 Other						
	If the water source is a Well, please state: Type Depth Diameter Age						
	If the drinking water source is a Well, has the water originating from the well ever been tested?. Yes No Unknown						
	Yes, date tested? Please provide results below or in separate documentation.						
4.	Does the Property have any sewage facilities on or connected to it? ☐ Yes ☑ No						
	If Yes, please specify: \square Public Sewer \square Private Sewer \square Septic System \square Lagoon \square Grinder Pump \square Cesspoo						
5.	If there are sewage facilities on or connected to the Property, when were they last serviced?						
6.	Are you aware of any problems relating to the plumbing, sewage or water systems on the Property? \square Yes 🗷 No						
	If Yes, please explain:						
7.	Additional Comments:						
Par	t 8. ELECTRICAL, NATURAL GAS AND HEATING AND COOLING SYSTEMS:						
1.	Is there electrical service connected to the Property?						
**	If Yes, is there a meter? ✓ Yes □ No						
2.	If there is no electrical service connected to the Property, what is the distance to the electrical service?						
	What type of material is used in the electrical wiring (if known)? ☐ Copper ☐ Aluminum ☒ Unknown						
	What type of electrical panels exist on the Property (if known)? Breaker unknown						
	Please specify the location of the electrical panels here: Basement Southwall						
5.	Please specify the location of the electrical panels here: Busement Southwall Does the Property have heating systems? Yes No						
	If Yes, what type? Flectric Fuel Oil Natural Gas Heat Pump Propage Other						
	If Yes, unit age: 43 last service date: Fall 2016 replaced date: By who:						
6.	Does the Property have air conditioning?						
	If Yes, what type? Central Electric Central Gas Heat Pump Window units Other If Yes, unit age: 43 last service date: Eping 2015 replaced date: By who:						
	If Yes, unit age: 43 last service date: replaced date: By who:						
7.	Does the Property have a water heater? ▼ Yes □ No						
	If Yes, what type? ☐ Tankless, On-Demand ☐ Electric ☒ Gas ☐ Solar						
_	If Yes, unit age: Lones last service date: replaced date: 11/1/2018 By who: Eagle Plag & Htg						
8.	Are you aware of any problems relating to the electrical, gas						
	and heating and cooling systems on the Property? ☐ Yes ☑ No If Yes, please explain:						
	If res, please explain.						
9.	Additional Comments:						
Par	t 9. HAZARDOUS CONDITIONS:						
1.	Are you aware of any underground storage tanks on or near this Property? ☐ Yes ▼ No						
	Are you aware of any previous or current existence of hazardous conditions on the Property						
	(e.g., storage tanks, oil tanks, oil spills, tires, batteries or other hazardous conditions? ☐ Yes 🗷 No						
3.	Are you in possession of any previous environmental reports (e.g., Phase 1 Environmental Reports)?. Yes No						
	If Yes, please attach a copy of the environmental reports.						
4.	Are you aware of the previous disposal of any hazardous waste products, chemicals, polychlorinated						
	biphenyls (PCBs), hydraulic fluids, solvents, paints, illegal or other drugs or insulation on the Property? 🗌 Yes 🗷 No						
5.	Are you aware of any other environmental matters (e.g., discoloration of soil or vegetation or oil						
	sheers in wet areas)? ☐ Yes 🗹 No						
6.	Are you aware of any existing hazardous conditions on the Property or adjacent properties (e.g., methane						
	gas, radon gas, methamphetamine production, radioactive material, landfill or toxic materials)? 🗌 Yes 👔 No						
7.	Are you aware of any methamphetamine or other controlled substances being manufactured, stored						
_	or used on the Property?						
	Are you aware of any natural gas/oil wells, lines or storage facilities on the Property? ☐ Yes 🗷 No						
	Are you aware of any asbestos on the property?						
	Are you aware of any mold on the property?						
	Are you aware of any other environmental conditions on the Property?						
12.	Have any other environmental inspections or tests been conducted on the Property? ☐ Yes 🗷 No						

13.	If you have answered "Yes" to any of the questions in Part 9, please attach documentation and explain here:
14.	Additional Comments:
Pai	t 10. NEIGHBORHOOD INFORMATION AND HOMEOWNERS' ASSOCIATIONS:
1.	Are you aware of any current/pending assessments, bonds or special taxes that apply to the Property? Yes 🗷 No Is the property subject to conditions, covenants or restrictions of a homeowners' association,
	common interest community or subdivision restrictions?
3.	Are you aware of any violations of such conditions, covenants or restrictions on the Property?
4.	Does the homeowners' association impose a transfer fee upon the sale of Property? Yes No Unknown
5.	Are you aware of any damage, defect, proposed change or problem with any common areas or elements? 🗌 Yes 🔣 No
6.	Are you aware of any condition or claim that may result in a change to the assessments or fees? 🗌 Yes 🗓 No
7.	Are the streets privately owned? ☐ Yes ☒ No
8.	Is the Property in a conservation, historic or special review district that requires any alterations or
0	improvements to the Property to be approved by a board, commission or panel?
	Is the Property subject to a right of first refusal?
11	If you have answered "Yes" to any of the questions in Part 10, please attach documentation and explain here:
тт.	Tryou have answered tes to any of the questions in fact to, please attach documentation and explain here.
1100020	
12.	If you are required to pay assessments, dues, fees or any other periodic charges to a homeowners' association or
	common interest community, please specify here the amount and frequency of those payments:
10	How much, \$ Per Year Details:
13.	Additional Comments:
Pai	t 11. OTHER MATTERS:
Are	you aware of:
1.	Any violation of zoning, setbacks or restrictions or of a non-conforming use on the Property? 🗌 Yes 🔼 No
2.	Any violation of laws or regulations affecting the Property? ☐ Yes ☒ No
3.	Any existing or threatened legal action pertaining to the Property? 🗌 Yes 🗷 No
4.	Any litigation or settlement pertaining to the Property?
5.	Any current or future special assessments pertaining to the Property? Yes 🔀 No
6.	Any other conditions that may materially and adversely affect the value or desirability of the Property? 🗌 Yes 🗵 No
7.	Any other condition that may prevent you from completing the sale of the Property?
8.	Any burial grounds on the Property?
9.	Any leases on the Property?
	If Yes, please attach a copy of each lease agreement and describe the tenant's rights and obligations for vacating
10	the Property: Any easements or leases on the Property regarding wind energy? ☐ Yes ☑ No
10.	If Yes, please attach a copy of the easement or lease agreement.
11	Any public authority contemplating condemnation proceedings?
12	Any government rule limiting the future use of the Property other than existing zoning regulations? \(\Bar{\text{\Bar}}\) Yes \(\Bar{\text{\Bar}}\) No
	Any government plans or discussion of public projects that could lead to the formation of a special
13.	benefit assessment district covering the Property or any portion of the Property?
14.	Any interest in all or part of the Property that has been reserved by the previous owner or government action? Yes 🗵 No
	Any unrecorded interests affecting the Property? Yes 🗹 No
16.	Anything that would interfere in passing clear title to the BUYER?
17.	Were any pets and/or other animals permitted in and/or on the property?
18.	Are you aware of any history or events, such as murders, suicides, ghosts, etc. that could make this
	property psychologically impaired?
19.	If you have answered "Yes" to any of the questions in Part 11, please attach documentation and explain here:

20.	Additional Comments:					
Pai	t 12. ACKNOWLEDGEMENT AND AGREEME	NT:				
1.	The information provided in this Statement is real estate licensees involved in this transacti the information contained in the Statement with BUYER and SELLER.	ion. Once the Statement is sig	gned by both the BUYER and SELLER			
2.	The information provided in this Statement has the best of SELLER'S belief and knowledge, subsequent to initial completion of the State signing of the Contract to purchase the Propert	as of the date signed by the ement will be disclosed by th	ne SELLER. Any substantive changes			
3.	BUYER acknowledges that BUYER has receive SELLER, the SELLER'S agent or any other real	ed, read and understood a sig				
4.	BUYER agrees that BUYER has carefully inspected the Property. Subject to any inspections allowed under the Contract to purchase the Property with the SELLER, BUYER agrees to purchase the Property in its present condition only and without warranties or guarantees of any kind by the SELLER or any real estate license concerning the condition of the Property.					
5.	BUYER agrees to verify any of the above investigation. BUYER has been advised by the					
6.	BUYER acknowledges that neither the SELLER nor any real estate licensees involved in the transaction are experts at detecting or repairing physical defects in the Property. BUYER states that no important representations of the SELLER or any real estate licensees involved in this transaction concerning the condition of the Property are being relied upon by the BUYER except as disclosed above or as fully set forth as follows and signed by the SELLER in this Statement or by real estate licensees in a separate document:					
	CAREFULLY READ THE TERMS OF THIS STATEMENT BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.					
	Caye Melly 6-24-201					
	SELLER Clyde Melton DATE	BUYER	DATE			
	Dusa Melta 6.24-2019					

BUYER

DATE

SELLER Susan Melton

DATE