



**SELLER'S DISCLOSURE AND
CONDITION OF PROPERTY ADDENDUM
(Residential)**

1 **SELLER:** Kimberly K. & James R. Hendershot (H/W)

2 **PROPERTY:** 361 West Snylark Street, Gardner, KS 66030

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4 **1. NOTICE TO SELLER.**

5 Be as complete and accurate as possible when answering the questions in this disclosure. Attach
6 additional sheets if space is insufficient for all applicable comments. SELLER agrees to disclose to
7 BUYER all material defects, conditions and facts **KNOWN TO SELLER** which may materially affect the
8 value of the Property. Non-occupant SELLERS are not relieved of this obligation. This disclosure
9 statement is designed to assist SELLER in making these disclosures. Licensee(s), prospective buyers
10 and buyers will rely on this information.

11
12 **2. NOTICE TO BUYER.**

13 This is a disclosure of SELLER'S knowledge of the Property as of the date signed by SELLER and is not
14 a substitute for any inspections or warranties that BUYER may wish to obtain. It is not a warranty of any
15 kind by SELLER or a warranty or representation by the Broker(s) or their licensees.

16
17 **3. OCCUPANCY.**

18 Approximate age of Property? 14 yr How long have you owned? 4 yr
19 Does SELLER currently occupy the Property? Yes No
20 If "No", how long has it been since SELLER occupied the Property? _____ years/months

21
22 **4. LAND (SOILS, DRAINAGE AND BOUNDARIES). (IF RURAL OR VACANT LAND, ATTACH
23 SELLER'S LAND DISCLOSURE ALSO.) ARE YOU AWARE OF:**

- 24 (a) Any fill or expansive soil on the Property? Yes No
25 (b) Any sliding, settling, earth movement, upheaval or earth stability problems
26 on the Property? Yes No
27 (c) The Property or any portion thereof being located in a flood zone, wetlands
28 area or **proposed** to be located in such as designated by FEMA which
29 requires flood insurance? Yes No
30 (d) Any drainage or flood problems on the Property or adjacent properties? Yes No
31 (e) Any flood insurance premiums that you pay? Yes No
32 (f) Any need for flood insurance on the Property? Yes No
33 (g) Any boundaries of the Property being marked in any way? Yes No
34 (h) The Property having had a stake survey? If "Yes", attach copy. Yes No
35 (i) Any encroachments, boundary line disputes, or non-utility easements
36 affecting the Property? Yes No
37 (j) Any fencing on the Property? Yes No
38 If "Yes", does fencing belong to the Property? N/A Yes No
39 (k) Any diseased, dead, or damaged trees or shrubs on the Property? Yes No
40 (l) Any gas/oil wells, lines or storage facilities on Property or adjacent
41 property? Yes No

42 **If any of the answers in this section are "Yes" (except h), explain in detail (attach other
43 documentation):** _____
44 _____
45 _____
46 _____

- 47 **5. ROOF.**
- 48 (a) Approximate Age: 1 years Unknown Type: Composition
- 49 (b) Have there been any problems with the roof, flashing or rain gutters? Yes No
- 50 If "Yes", what was the date of the occurrence? _____
- 51 (c) Have there been any repairs to the roof, flashing or rain gutters? Yes No
- 52 Date of and company performing such repairs _____ / _____
- 53 (d) Has there been any roof replacement? Yes No
- 54 If "Yes", was it: Complete or Partial
- 55 (e) What is the number of layers currently in place? 1 layers or Unknown.

56 **If any of the answers in this section are "Yes", explain in detail (attach all warranty information**

57 **and other documentation):** Full Roof Replacement done

58 by Home owner in 2010 under city permit

59 _____

60 _____

- 62 **6. INFESTATION. ARE YOU AWARE OF:**
- 63 (a) Any termites, wood destroying insects, or **other** pests on the Property? Yes No
- 64 (b) Any damage to the Property by termites, wood destroying insects or **other**
- 65 pests? Yes No
- 66 (c) Any termite, wood destroying insects or **other** pest control treatments on the
- 67 Property in the last five years? Yes No
- 68 If "Yes", list company, **when and where** treated _____
- 69 (d) Any current warranty, bait stations or other treatment coverage by a licensed
- 70 pest control company on the Property? Yes No
- 71 If "Yes", the annual cost of service renewal is \$ _____ and the time
- 72 remaining on the service contract is _____. (Check one) The treatment
- 73 system stays with the Property or the treatment system is subject to removal by the
- 74 treatment company if annual service fee is not paid.

75 **If any of the answers in this section are "Yes", explain in detail (attach all warranty information**

76 **and other documentation):** _____

77 _____

78 _____

79 _____

- 81 **7. STRUCTURAL, BASEMENT AND CRAWL SPACE ITEMS. ARE YOU AWARE OF:**
- 82 (a) Any movement, shifting, deterioration, or other problems with walls,
- 83 foundations, crawl space or slab? Yes No
- 84 (b) Any cracks or flaws in the walls, ceilings, foundations, concrete slab,
- 85 crawl space, basement floor or garage .. Minor Non-Structural Yes No
- 86 (c) Any corrective action taken including, but not limited to piling or bracing? .. in garage floor Yes No
- 87 (d) Any water leakage or dampness in the house, crawl space or basement? Yes No
- 88 (e) Any dry rot, wood rot or similar conditions on the wood of the Property? Yes No
- 89 (f) Any problems with driveways, patios, decks, fences or retaining walls on
- 90 the Property? Yes No
- 91 (g) Any problems with fireplace and/or chimney? Yes No
- 92 Date of last cleaning? _____
- 93 (h) Does the Property have a sump pump? Yes No
- 94 If "Yes", location: Basement
- 95 (i) Any repairs or other attempts to control the cause or effect of any problem
- 96 described above? Yes No

97 If any of the answers in this section are "Yes" (except h), explain in detail (attach all warranty
98 information and other documentation): MINOR Non-Structural Cracks
99 in garage Floor
100 _____
101 _____
102 _____

103 **8. ADDITIONS AND/OR REMODELING.**

- 104 (a) Are you aware of any additions, structural changes, or other material
105 alterations to the Property? Yes No
106 If "Yes", explain in detail: _____
107 _____
- 108 (b) If "Yes", were all necessary permits and approvals obtained, and was all
109 work in compliance with building codes? N/A Yes No
110 If "No", explain in detail: _____
111 _____
112 _____

113 **9. PLUMBING RELATED ITEMS.**

- 114 (a) What is the drinking water source? Public Private Well Cistern
115 If well water, state type _____ depth _____
116 diameter _____ age _____
- 117 (b) If the drinking water source is a well, when was the water last checked for
118 safety and what was the result of the test? _____
- 119 (c) Is there a water softener on the Property? Yes No
120 If "Yes", is it: Leased Owned?
- 121 (d) Is there a water purifier system? Yes No
122 If "Yes", is it: Leased Owned?
- 123 (e) What type of sewage system serves the Property? Public Sewer Private Sewer
124 Septic System Cesspool Lagoon Other _____
- 125 (f) The location of the sewer line clean out trap is: BASEMENT
- 126 (g) Is there a sewage pump on the septic system? N/A Yes No
- 127 (h) Is there a grinder pump system? Yes No
- 128 (i) If there is a privately owned system, when was the septic tank, cesspool, or sewage
129 system last serviced? _____ By whom? _____
- 130 (j) Is there a sprinkler system? Yes No
131 Does sprinkler system cover full yard and landscaped areas? N/A Yes No
132 If "No", explain in detail: _____
- 133 (k) Are you aware of any leaks, backups, or other problems relating to any of the,
134 plumbing, water, and sewage related systems? Yes No
- 135 (l) Type of plumbing material currently used in the Property:
136 Copper Galvanized Other _____
137 The location of the main water shut-off is: _____
- 138 (m) Is there a back flow prevention device on the lawn sprinkling system,
139 sewer or pool? N/A Yes No

140 If your answer to (k) in this section is "Yes", explain in detail (attach available
141 documentation): _____
142 _____
143 _____
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10. HEATING AND AIR CONDITIONING.

- (a) Does the Property have air conditioning? Yes No
 Central Electric Central Gas Heat Pump Window Unit(s)
Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
1. 14 YR X EAST SIDE 2011 GUARDIAN H+H
2. _____
- (b) Does the Property have heating systems? Yes No
 Electric Fuel Oil Natural Gas Heat Pump Propane
 Fuel Tank Other _____
Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?
1. 14 YR X 2011 GUARDIAN H+H
2. _____
- (c) Are there rooms without heat or air conditioning? Yes No
If "Yes", which room(s)? _____
- (d) Does the Property have a water heater? Yes No
 Electric Gas Solar
Unit Age of Unit Leased Owned Location Capacity Last Date Serviced/By Whom?
1. 1 YR X BASEMENT 40 GAL. 2011 OWNER
2. _____
- (e) Are you aware of any problems regarding these items? Yes No
If "Yes", explain in detail: _____

11. ELECTRICAL SYSTEM.

- (a) Type of material used: Copper Aluminum Unknown
(b) Type of electrical panel(s): Breaker Fuse
Location of electrical panel(s): GARAGE
Size of electrical panel (total amps), if known: 200 AMP.
(c) Are you aware of any problem with the electrical system? Yes No
If "Yes", explain in detail: _____

12. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:

- (a) Any underground tanks on the Property? Yes No
(b) Any landfill on the Property? Yes No
(c) Any toxic substances on the Property, (e.g. tires, batteries, etc.)? Yes No
(d) Any testing for any of the above-listed items on the Property? Yes No
(e) Any testing for radon on the Property? Yes No
(f) Any testing for mold on the Property? Yes No
(g) Any other environmental issues? Yes No
(h) Any methamphetamine or controlled substances ever being used or manufactured on the Property? Yes No
(In Missouri, a separate disclosure is required if methamphetamine or other controlled substances have been present on or in the Property.)

192 If any of the answers in this section are "Yes", explain in detail (attach test results and other
193 documentation): _____
194 _____
195 _____
196 _____

197
198 **13. NEIGHBORHOOD INFORMATION & HOMEOWNER'S ASSOCIATION. ARE YOU AWARE OF:**

- 199 (a) Any current/pending bonds, assessments, or special taxes that
200 apply to Property? Yes No
201 If "Yes", what is the amount? \$ _____
202 (b) Any condition or proposed change in your neighborhood or surrounding
203 area or having received any notice of such? Yes No
204 (c) The Property being subject to covenants, conditions, and restrictions of a
205 Homeowner's Association or subdivision restrictions? Yes No
206 (d) Any violations of such covenants and restrictions? N/A Yes No
207 (e) The Homeowner's Association imposing its own transfer fee and/or
208 initiation fee when the Property is sold? N/A Yes No
209 If "Yes", what is the amount? \$ _____
210 (f) Any defect, damage, proposed change or problem with any
211 common elements or common areas? Yes No
212 (g) Any condition or claim which may result in any change to
213 assessments or fees? Yes No
214 (h) Any streets that are privately owned? Yes No
215 (i) The Property being in a historic, conservation or special review district that
216 requires any alterations or improvements to the Property be approved by a
217 board or commission? Yes No
218 (j) The Property being subject to tax abatement? Yes No
219 (k) The Property being subject to a right of first refusal? Yes No

220 If any of the answers in this section are "Yes" (except c and e), explain in detail (attach other
221 documentation): _____
222 _____
223 _____

224
225 Homeowner's Association dues are paid in full until N/A in the amount of \$ N/A
226 payable yearly semi-annually monthly quarterly, sent to _____ and
227 such includes: _____
228 Homeowner's Association/Management Company contact name, phone number, website, or email
229 address: N/A
230 _____
231 _____

232
233 **14. PRE-INSPECTION (INSPECTION DONE IN PREPARATION OF LISTING THE PROPERTY).**

- 234 (a) Has Property been pre-inspected? Yes No
235 If "Yes", attach copy of inspection report consisting of _____ number of pages.
236

237 **15. OTHER MATTERS. ARE YOU AWARE OF:**

- 238 (a) Any of the following?
239 Party walls Common areas Easement Driveways Yes No
240 (b) Any fire damage to the Property? Yes No
241 (c) Any liens, other than mortgage(s)/deeds of trust currently on the Property? . Yes No
242 (d) Any violations of laws or regulations affecting the Property? Yes No
243 (e) Any other conditions that may materially affect the value
244 or desirability of the Property? Yes No

- 245 (f) Any other condition, including but not limited to financial, that may prevent
246 you from completing the sale of the Property? Yes No
- 247 (g) Any general stains or pet stains to the carpet, the flooring or sub-flooring? .. Yes No
- 248 (h) Having keys for all exterior doors, including garage doors to the Property? .. Yes No
- 249 List locks without keys _____
- 250 (i) Any violations of zoning, setbacks or restrictions, or non-conforming uses? . Yes No
- 251 (j) Any unrecorded interests affecting the Property? Yes No
- 252 (k) Anything that would interfere with giving clear title to the BUYER? Yes No
- 253 (l) Any existing or threatened legal action pertaining to the Property? Yes No
- 254 (m) Any litigation or settlement pertaining to the Property? Yes No
- 255 (n) Any added insulation since you have owned the Property? Yes No
- 256 (o) Having replaced any appliances that remain with the Property in the
257 past five years? Yes No
- 258 (p) Any transferable warranties on the Property or any of its
259 components?..... Yes No
- 260 (q) Having made any insurance or other claims pertaining to the Property
261 in the past 5 years? Yes No
- 262 If "Yes", were repairs from claim(s) completed? N/A Yes No
- 263 (r) Any use of synthetic stucco on the Property? Yes No

264 If any of the answers in this section are "Yes" (except h), explain in detail: WATER HEATER,
 265 GARBAGE DISPOSAL, WATER SOFTENER, GARAGE DOOR OPENER, BLOWER
 266 MOTOR IN FURNACE, STOVE, DISHWASHER
 267 _____
 268 _____
 269 _____
 270 _____

271 **16. UTILITIES.** Identify the name and phone number for utilities listed below.
 272 Electric Company Name: CITY OF GARDNER Phone # 913-856-7535
 273 Gas Company Name: KANSAS GAS Phone # _____
 274 Water Company Name: CITY OF GARDNER Phone # 913-856-7535
 275

276 **17. FIXTURES, EQUIPMENT AND APPLIANCES (FILL IN ALL BLANKS).**
 277 The Residential Real Estate Sale Contract, including this paragraph of the residential Seller's
 278 Disclosure and Condition of Property Addendum ("Seller's Disclosure"), not the MLS, or other
 279 promotional material, provides for what is included in the sale of the Property. Items listed in the
 280 "Additional Inclusions" or "Exclusions" in Subparagraphs 1a and 1b of the Contract supersede the
 281 Seller's Disclosure and the pre-printed list in Paragraph 1 of the Contract. If there are no "Additional
 282 Inclusions" or "Exclusions" listed, the Seller's Disclosure and the pre-printed list govern what is or is
 283 not included in this sale. If there are differences between the Seller's Disclosure and the Paragraph
 284 1 list, the Seller's Disclosure governs. Unless modified by the Seller's Disclosure and/or the
 285 "Additional Inclusions" and/or the "Exclusions" in Paragraph 1a and/or 1b, all existing improvements
 286 on the Property (if any) and appurtenances, fixtures and equipment (which seller agrees to own free
 287 and clear), whether buried, nailed, bolted, screwed, glued or otherwise permanently attached to
 288 Property are expected to remain with Property.
 289

290 "OS" = Operating and Staying with the Property (any item that is performing its intended
 291 function).
 292 "EX" = Staying with the Property but Excluded from Mechanical Repairs; cannot be an
 293 Unacceptable Condition.
 294 "NA" = Not applicable (any item not present).
 295 "NS" = Not staying with the Property (item should be identified as "NS" below and
 296 addressed as an exclusion in the Contract).
 297

298 <u>NA</u> Air Conditioning Window Units, # _____	Kitchen Appliances	<u>NA</u> Spa/Hot Tub
299 <u>OS</u> Air Conditioning Central System	<u>NA</u> Cooktop ___ Elec. ___ Gas	<u>NA</u> Spa/Sauna
300 <u>NS</u> Attached Audio/Visual Equipment	<u>OS</u> Dishwasher	<u>NA</u> Spa Equipment
301 <u>NA</u> Attic Fan	<u>OS</u> Disposal	<u>NA</u> Sprinkler System
302 <u>OS</u> Ceiling Fans, # <u>24</u>	<u>NA</u> Freezer	<u>NA</u> Sprinkler System Back Flow Valve
303 <u>NA</u> Central Vac and Attachments	Location _____	<u>NA</u> Sprinkler System Auto Timer
304 <u>OS</u> Doorbell	<u>NA</u> Icemaker	<u>NS</u> Statuary/Yard Art
305 <u>NA</u> Electric Air Cleaner or Purifier	<u>NS</u> Microwave Oven	<u>OS</u> Sump Pump
306 <u>OS</u> Exhaust Fan(s) – Baths	<u>OS</u> Oven	<u>NA</u> Swimming Pool
307 <u>NA</u> Fireplace Heat Re-circulator	___ Elec. ___ Gas ___ Convection	<u>NA</u> Swimming Pool Heater
308 <u>NA</u> Fireplace Insert	<u>NS</u> Refrigerator (#1)	<u>NA</u> Swimming Pool Equipment
309 <u>OS</u> Fireplace Gas Logs	Location <u>KITCHEN</u>	<u>NA</u> TV Antenna/Receiver/Satellite Dish
310 <u>OS</u> Fireplace Gas Starter	<u>NS</u> Refrigerator (#2)	___ Owned ___ Leased
311 <u>NA</u> Fireplace – Wood Burning Stove	Location <u>GARAGE</u>	<u>OS</u> Water Softener and/or Purifier
312 <u>NA</u> Fountain(s)	___ Trash Compactor	___ Owned ___ Leased
313 <u>OS</u> Furnace/Heat Pump/Other Htg System	<u>NS</u> Laundry - Washer	<u>NS</u> Other <u>BAR REFRIGERATOR (BASEMENT)</u>
314 <u>OS</u> Garage Door Opener(s)	<u>NS</u> Laundry - Dryer	<u>NS</u> Other <u>DECORATIVE CABINET ON</u>
315 <u>OS</u> Garage Door Transmitter(s), # <u>2</u>	<u>NA</u> Propane Tank	___ Other <u>WEST KITCHEN WALL</u>
316 <u>NA</u> Gas Grill	___ Owned ___ Leased	___ Other _____
317 <u>NA</u> Gas Yard Light	<u>NA</u> Security System	___ Other _____
318 <u>OS</u> Humidifier	___ Owned ___ Leased	___ Other _____
319 <u>NA</u> Intercom	<u>OS</u> Smoke Detector(s), # <u>6</u>	___ Other _____

320
 321 Disclose any material information and describe any significant repairs, improvements or alterations to the
 322 Property not fully revealed above. If applicable, state who did the work. Attach to this disclosure any
 323 repair estimates, reports, invoices, notices or other documents describing or referring to the matters
 324 revealed herein: SHELF ABOVE LIVING ROOM WINDOWS - STAYS
 325
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327
 328 The undersigned SELLER represents, to the best of their knowledge, the information set forth in the
 329 foregoing Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure
 330 Statement to be a warranty or guarantee of any kind. SELLER hereby authorizes the Licensee assisting
 331 SELLER to provide this information to prospective BUYER of the Property and to real estate brokers and
 332 salespeople. SELLER will promptly notify Licensee assisting the SELLER, in writing, if any
 333 information in this disclosure changes prior to Closing, and Licensee assisting the SELLER will
 334 promptly notify Licensee assisting the BUYER, in writing, of such changes. (SELLER and BUYER
 335 initial and date any changes and/or attach a list of additional changes. If attached, # _____ of
 336 pages).
 337

338 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES,**
 339 **THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT.**
 340 **IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.**
 341

342
 343 Kimberly K. Hendershot 10.25.11 James R. Hendershot 10/25/11
 344 SELLER Kimberly K. Hendershot DATE SELLER James R. Hendershot DATE
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BUYER ACKNOWLEDGEMENT AND AGREEMENT

1. I understand and agree the information in this form is limited to information of which SELLER has actual knowledge and SELLER need only make an honest effort at fully revealing the information requested.
2. This Property is being sold to me without warranties or guaranties of any kind by SELLER, Broker(s) or agents concerning the condition or value of the Property.
3. I agree to verify any of the above information, and any other important information provided by SELLER or Broker (including any information obtained through the Multiple Listing Service) by an independent investigation of my own. I have been specifically advised to have Property examined by professional inspectors.
4. I acknowledge neither SELLER nor Broker is an expert at detecting or repairing physical defects in Property.
5. I specifically represent there are no important representations concerning the condition or value of Property made by SELLER or Broker on which I am relying except as may be fully set forth in writing and signed by them.

BUYER	DATE	BUYER	DATE
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Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Copyright January 2011. Last revised 09/10. All previous versions of this document may no longer be valid.

REALTY EXECUTIVES
OF KANSAS CITY
11401 Ash
Leawood, Kansas 66211
Bus: (913) 642-4888
FAX: (913) 642-7053



REALTY EXECUTIVES
OF KANSAS CITY
100 NE Tudor
Lee's Summit, MO 64086
Bus: (816) 246-7500
FAX: (816) 994-0500

FRANCHISE DISCLOSURE ADDENDUM

SELLER: Kimberly K. & James R. Hendershot (H/W)

BUYER: _____

PROPERTY: 361 West Skylark Street, Gardner, KS 66030

Please print all of the above

FRANCHISE DISCLOSURE STATEMENT

Realty Executives of Kansas City is an independent franchise of Realty Executives International, Inc., and is solely responsible for its own debts and liabilities and Realty Executives International, Inc. is not responsible for the acts, liabilities or debts of this broker.

BUYER _____ DATE _____

BUYER _____ DATE _____

SELLER Kimberly K. Hendershot _____ DATE 10/25/11

SELLER James R. Hendershot _____ DATE 10/25/11

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