

# APPENDIX A. RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT

**Notice to Seller:** Oklahoma Law (the "Residential Property Condition Disclosure Act," Title 60, O.S., Sections 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.

**Instructions to the Seller:** (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Complete this form yourself. (4) If some items do not apply to your property, circle N/A (not applicable). If you do not know the facts, circle Unk (unknown). (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.

**LOCATION OF SUBJECT PROPERTY:** 14705 TERRA VITA EDMOND

**SELLER IS** ☒ **IS NOT** ☐ **OCCUPYING THE SUBJECT PROPERTY.**

**Appliances/Systems/Services:** (The items below are in **NORMAL** working order)

		Circle below					Circle below		
		Yes	No	Unk			Yes	No	Unk
Sprinkler System	ENTIRE YARD N/A	Yes	No	Unk	Humidifier	N/A	Yes	No	Unk
Swimming Pool	N/A	Yes	No	Unk	Gas Supply	N/A	Yes	No	Unk
Hot Tub/Spa	N/A	Yes	No	Unk	<input checked="" type="checkbox"/> Public <input type="checkbox"/> Propane				
Water Heater	N/A	Yes	No	Unk	<input type="checkbox"/> Butane				
<input type="checkbox"/> Electric <input type="checkbox"/> Gas					Propane Tank	N/A	Yes	No	Unk
<input type="checkbox"/> Solar					<input type="checkbox"/> Leased <input type="checkbox"/> Owned				
Water Purifier	N/A	Yes	No	Unk	Ceiling Fans	N/A	Yes	No	Unk
Water Softener	N/A	Yes	No	Unk	Electric Air Purifier	N/A	Yes	No	Unk
<input type="checkbox"/> Leased <input type="checkbox"/> Owned					Garage Door Opener/				
Sump Pump	N/A	Yes	No	Unk	Control	N/A	Yes	No	Unk
Plumbing	N/A	Yes	No	Unk	Intercom	N/A	Yes	No	Unk
Whirlpool Tub	N/A	Yes	No	Unk	Central Vacuum	N/A	Yes	No	Unk
Sewer System	N/A	Yes	No	Unk	Security System	N/A	Yes	No	Unk
<input type="checkbox"/> Public <input checked="" type="checkbox"/> Septic					<input type="checkbox"/> Rent <input checked="" type="checkbox"/> Own				
<input type="checkbox"/> Lagoon	LATERAL LINES				<input type="checkbox"/> Monitored				
Air Conditioning					Smoke Detectors	N/A	Yes	No	Unk
System	N/A	Yes	No	Unk	Dishwasher	N/A	Yes	No	Unk
<input checked="" type="checkbox"/> Electric <input type="checkbox"/> Gas					Electrical Wiring	N/A	Yes	No	Unk
<input type="checkbox"/> Heat Pump					Garbage Disposal	N/A	Yes	No	Unk
Window Air					Gas Grill	N/A	Yes	No	Unk
Conditioner(s)	N/A	Yes	No	Unk	Vent Hood	N/A	Yes	No	Unk
Attic Fan	N/A	Yes	No	Unk	Microwave Oven	N/A	Yes	No	Unk
Fireplaces	IN & OUT N/A	Yes	No	Unk	Built-in Oven/Range	N/A	Yes	No	Unk
Heating System	N/A	Yes	No	Unk	Kitchen Stove	N/A	Yes	No	Unk
<input type="checkbox"/> Electric <input checked="" type="checkbox"/> Gas					Trash Compactor	N/A	Yes	No	Unk
<input type="checkbox"/> Heat Pump									

Seller's Initials AB Seller's Initials \_\_\_\_\_  
(OREC-7/10)

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



LOCATION OF SUBJECT PROPERTY

14705 TERRA VITA EDWARDS

Source of Household Water \_\_\_\_\_ Other Items \_\_\_\_\_ Yes No Unk  
 \_\_\_\_\_ Other \_\_\_\_\_ Yes No Unk  
☒ Public \_\_\_\_\_ Private \_\_\_\_\_ Well ☒ Yes No Unk Other \_\_\_\_\_ Yes No Unk

IF YOU HAVE ANSWERED NO to any of the above, please explain. Attach additional pages with your signature(s).

**Zoning, Flood and Water**

Circle below

1. Property is zoned: (Check one) ☒ residential \_\_\_\_\_ commercial \_\_\_\_\_ historical \_\_\_\_\_  
 \_\_\_\_\_ agricultural \_\_\_\_\_ industrial \_\_\_\_\_ office \_\_\_\_\_  
 \_\_\_\_\_ urban conservation \_\_\_\_\_ other \_\_\_\_\_ unknown \_\_\_\_\_  
 2. What is the flood zone status of the property? \_\_\_\_\_ Yes No Unk  
 3. Are you aware of any flood insurance requirements concerning the property? Yes ☒ No Unk  
 4. Do you have flood insurance on the property? Yes ☒ No Unk  
 5. Has the property been damaged or affected by flood, storm run-off, sewer backup, drainage or grading problems? Yes ☒ No Unk  
 6. Are you aware of any surface or ground water drainage systems which assist in draining the property, e.g. french drains? Yes ☒ No Unk  
 7. Has there been any occurrence of water in the heating and air conditioning duct system? Yes ☒ No Unk  
 8. Are you aware of water seepage, leakage or other drainage problems in any of the improvements on the property? Yes ☒ No Unk

**Additions/Alterations/Repairs**

9. Have any additions or alterations been made without required permits? Yes ☒ No Unk  
 10. Are you aware of previous foundation repairs? Yes ☒ No Unk  
 11. Are you aware of any alterations or repairs having been made to correct defects or problems? Yes ☒ No Unk  
 12. Are you aware of any defect or condition affecting the interior or exterior walls, ceilings, slab/foundation, basement/storm cellar, floors, windows, doors, fences or garage? Yes ☒ No Unk  
 13. Has the roof ever been repaired or replaced during your ownership of the property? Yes ☒ No Unk  
 14. Approximate age of roof covering, if known \_\_\_\_\_ number of layers, if known \_\_\_\_\_ Yes ☒ No Unk  
 15. Do you know of any current problems with the roof? Yes ☒ No Unk  
 16. Are you aware of treatment for termite or wood-destroying organism infestation? Yes ☒ No Unk  
 17. Do you have a termite bait system installed on the property? Yes ☒ No Unk  
 18. If yes, is it monitored by a licensed exterminating company? Yes ☒ No Unk  
 (Check one) \_\_\_\_\_ yes \_\_\_\_\_ no Annual cost \$ \_\_\_\_\_  
 19. Are you aware of any damage caused by termites or wood-destroying organisms? Yes ☒ No Unk  
 20. Are you aware of major fire, tornado, hail, or wind damage? Yes ☒ No Unk  
 21. Are you aware of problems pertaining to sewer, septic, lateral lines or aerobic system? Yes ☒ No Unk

**Environmental**

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

**Property Shared in Common, Easements, Homeowner's Association, Legal**

34. Are you aware of features of the property shared in common with adjoining landowners, such as fences, driveways, and roads whose use or responsibility has an affect on the property? Yes ☒ No Unk  
 35. Other than utility easements serving the property, are you aware of easements or right-of-ways affecting the property? Yes ☒ No Unk

Seller's Initials XB Seller's Initials \_\_\_\_\_

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



LOCATION OF SUBJECT PROPERTY

14705 TERRA VITA EDMOND

36. Are you aware of encroachments affecting the property? Yes ☒ No ☐ Unk ☐
37. Are you aware of a mandatory homeowner's association? Yes ☒ No ☐ Unk ☐

Amount of dues \$ 594 Special Assessment \$ \_\_\_\_\_  
 Payable: (Check one) \_\_\_\_\_ monthly \_\_\_\_\_ quarterly ☒ annually  
 Are there unpaid dues or assessments for the Property? (Check one) \_\_\_\_\_ yes \_\_\_\_\_ no  
 If yes, amount \$ \_\_\_\_\_ Manager's Name: \_\_\_\_\_  
 Phone No. \_\_\_\_\_

38. Are you aware of any zoning, building code or setback requirement violations? Yes ☐ No ☒ Unk ☐
39. Are you aware of any notices from any government or government-sponsored agencies or any other entities affecting the property? Yes ☐ No ☒ Unk ☐
40. Are you aware of any filed litigation or lawsuit(s), directly or indirectly, affecting the property, including a foreclosure? Yes ☐ No ☒ Unk ☐
41. Is the property located in a fire district which requires payment? Yes ☐ No ☒ Unk ☐

Amount of fees \$ \_\_\_\_\_ To Whom Paid \_\_\_\_\_  
 Payable (Check one) \_\_\_\_\_ monthly \_\_\_\_\_ quarterly \_\_\_\_\_ annually

42. Is the property located in a private utility district? Yes ☐ No ☒ Unk ☐
- (Check applicable) water \_\_\_\_\_ garbage \_\_\_\_\_ sewer \_\_\_\_\_ other \_\_\_\_\_  
 If other, explain: \_\_\_\_\_  
 Initial membership fee \$ \_\_\_\_\_ annual membership fee \$ \_\_\_\_\_  
 (If more than one (1) utility, attach additional pages.)

Miscellaneous

43. Are you aware of other defect(s), affecting the property, not disclosed above? Yes ☐ No ☒ Unk ☐
44. Are you aware of any other fees or dues required on the property that you have not disclosed? Yes ☐ No ☒ Unk ☐

If you answered "YES" to any of the items 1-44 above, list the item number(s) and explain. (If needed, attach additional pages, with your signature(s), date(s) and location of subject property.)

10. & 11. WHEN PURCHASED IN 2008 INSPECTION REPORT DEMANDDED  
 PIERING IN DINING AREA DUE TO WEIGHT OF OUTDOOR F.A.  
 (HAVE WARRANTY PAPERWORK) & REPAIRS COMPLETED BY BUILDER

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. ENBR INSPECTED

Are there any additional pages attached to this disclosure (circle one): Yes ☒ No ☐ If yes, how many? \_\_\_\_\_

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

Seller's Signature Pembury Burr 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 this disclosure statement.**

The Purchaser understands that the disclosures given by the Seller on this statement is 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), Shepherd Mall, 2401 NW 23 St, Suite 18, Oklahoma City, Oklahoma 73107-2431, or visit OREC's Web site [www.orec.ok.gov](http://www.orec.ok.gov).

03-19-09;15:23 :Crown Foundation

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:4057209579

# 3/ 3



**CROWN**  
**FOUNDATION & CONCRETE LIFTING, INC.**  
 9201 N.W. Expressway • Yukon, OK 73099  
 (405) 921-5133 • (877) 924-5387 • Fax: (405) 920-0599

AGREEMENT NO.

PROPOSAL DATE: 3/10/09

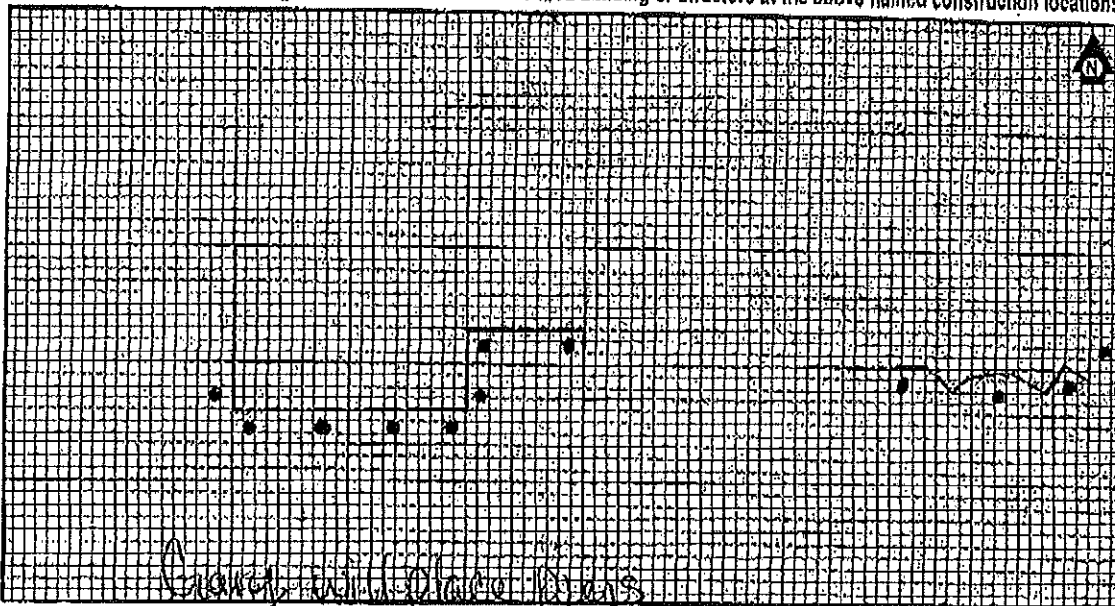
CUSTOMER NAME:

MAILING ADDRESS: Drew + Penny BurkPHONE: 226-9203CONSTRUCTION LOCATION: 14705 Terra Vita Dr, EdmondPHONE: Fax: 285-7597PREPARED BY: Gary Thornton

Crown Foundation Repair Company, called the Contractor, and

called the Owner, agree that Contractor will furnish labor, equipment and

materials to perform the following work to the hereinafter described building or structure at the above named construction location:



(NOT TO SCALE)

Pier: ●

Plan/Option: ○

Concrete Cut:

Drainage Swale:

Subterranean Drain:

Down Spout:

Cracks:

Selling Direction:

# of Piers: 12 @ \$ 580 ea. \$ 6,960 10% disc. Braces/Flooring: \_\_\_\_\_ @ \$ \_\_\_\_\_ ea. \$ \_\_\_\_\_

# of Piers, optional: \_\_\_\_\_ @ \$ \_\_\_\_\_ ea. \$ \_\_\_\_\_ Mud Jacking/Pregrout Grouting: \_\_\_\_\_ @ \$ \_\_\_\_\_ ea. \$ \_\_\_\_\_

Concrete Construction: \_\_\_\_\_ @ \$ \_\_\_\_\_ ea. \$ \_\_\_\_\_ Additional Work Described: \_\_\_\_\_

- The work to be performed shall include the following:
- Although Contractor has examined the building hereinafter described it is not totally familiar with conditions below ground level. By reason of the uncertainty there is no assurance that the desired results will be totally achieved. When raising a beam it is possible that some stress fractures will develop in the beam and when raising a block and base or pier and beam it is possible damage will result above the level of the foundation such as, but not limited to, sheetrock, wall plaster, BB, wooden members, roof or other rigid materials. Therefore, the price quoted does not include and redecorating, repainting, plumbing work, electrical work, replacing or any materials or items not especially called for in this Agreement. Contractor assumes no responsibility for plants, trees or shrubs which may be damaged during operations and Owner waives any claims for damage for each and all items set forth in this paragraph. Contractor will exercise due caution when removing vegetation.
- Contractor will carry standard Workman's Compensation and Public Liability Insurance up to the amounts of \$500,000.00.
- Cost to the Owner for the hereinafter described work is one-half to be paid upon execution hereof and final payment without deduction or set-off shall be due immediately upon substantial completion of work. If not paid within ten days, daily interest will accrue at the rate of 18% per annum from date of such substantial completion.
- SERVICE AGREEMENT AND DISCLAIMER OF WARRANTIES:** Piers are warranted for a period of Life years against pier failure. Property Owner recognizes that soil conditions in this area are such that there may occur some future shifting of the soil, particularly during periods of extended dry weather which may result in new or additional settling. If any re-raising of the portion of the building on which the Contractor performs the work set forth therein is necessary due to settling during the Life years after completion of the job, Crown will re-rail the settled areas where the above described piers have been installed without cost to Owner. This Agreement will not extend to any portion of the building other than the portion upon which Contractor actually performs work pursuant hereto. **NOTE:** Lifetime warranty is 20 (twenty) years in Oklahoma. Property Owner agrees to maintain proper water drainage around or under structure to insure against failure of systems installed and to reduce additional portions of structure from settling. Installed systems which fail due to improper drainage are not included under warranty and should repairs to piers be required, they will be completed at Property Owner's expense.
- This Agreement, in order to be binding upon Contractor, must be signed in the space provided below, and one copy returned to this office within 30 days (or) date shown above.
- The Owner may order extra work to be done not contemplated by this Agreement, in which event a separate Agreement for such work shall be entered into between the Owner and the Contractor. No oral representation made by anyone can change or modify this Agreement.
- The provisions of this Agreement including, without limitation, those contained in paragraph 5 hereof, are between the parties hereto, are not assignable or transferable and shall not inure to the benefit of any third party. Any sale or transfer of the subject premises by Owner shall terminate the provisions of Paragraph 5. However, upon compliance with the provisions hereof, Owner's rights hereunder may be assigned one time and one time only by Owner to a purchaser of the subject premises upon sale of the subject premises. In order for the assignment to be effective, written notification thereof must be furnished to Contractor. Contractor must acknowledge in writing the receipt of such notification of assignment and the new owner must execute and deliver to Contractor a statement providing as follows.
- After owner one time transfer, additional transfers may be allowed at additional cost based upon number of piers placed on structure.

"The undersigned has read all of the terms of the contract, is familiar with its provisions, is aware of soil conditions in the Oklahoma area and regarding possible settling therefrom, is aware of the exclusion of warranties contained therein and accepts the contract subject to the terms and conditions therein contained."

*Warranty*

# New Construction Subterranean Termite Soil Treatment Record

OMB Approval No. 2502-0525  
(exp. 11/30/2008)

This form is completed by the licensed Pest Control Company

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is mandatory and is required to obtain benefits. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Section 24 CFR 200.926d(b)(3) requires that the sites for HUD insured structures must be free of termite hazards. This information collection requires the builder to certify that an authorized Pest Control company performed all required treatment for termites, and that the builder guarantees the treated area against infestation for one year. Builders, pest control companies, mortgage lenders, homebuyers, and HUD as a record of treatment for specific homes will use the information collected. The information is not considered confidential.

This report is submitted for informational purposes to the builder on proposed (new) construction cases when soil treatment for prevention of subterranean termite infestation is specified by the builder, architect, or required by the lender, architect, FHA, or VA.

All contracts for services are between the Pest Control Operator and builder, unless stated otherwise.

## Section 1: General Information (Treating Company Information)

Company Name: Fitchhugh's Termite & Pest Control, Inc.  
Company Address: PO Box 271563 City: Okla. City State: OK Zip: 73137  
Company Business License No.: C 002901 Company Phone No.: 405-688-8400  
FHA/VA Case No. (if any): \_\_\_\_\_

## Section 2: Builder Information

Company Name: Silver Stone Homes, LLC Phone No.: \_\_\_\_\_

## Section 3: Property Information

Location of Structure (s) Treated (Street Address or Legal Description, City, State and Zip): 14705 Terra Vita Drive  
Logan County, OK

Type of Construction (More than one box may be checked) ☒ Slab ☐ Basement ☐ Crawl ☐ Other \_\_\_\_\_

Approximate Depth of Footing: Outside \_\_\_\_\_ Inside 18" Type of Fill Sand

## Section 4: Treatment Information

Date(s) of Treatment(s): 7/26/06, 2/28/07, 4/11/07

Brand Name of Product(s) Used: TALSTAR PRETREAT TERMITICIDE

EPA Registration No.: 279-3177

Approximate Final Mix Solution %: .06

Approximate Size of Treatment Area: Sq. ft. 2,864 Linear ft. 301 Linear ft. of Masonry Voids \_\_\_\_\_

Approximate Total Gallons of Solution Applied: 498

Was treatment completed on exterior? ☒ Yes ☐ No

Service Agreement Available? ☒ Yes ☐ No

Note: Some state laws require service agreements to be issued. This form does not preempt state law.

Attachments (List): \_\_\_\_\_

Comments: \_\_\_\_\_

Name of Applicator(s): DM, MF

Certification No. (if required by State law): C 002901

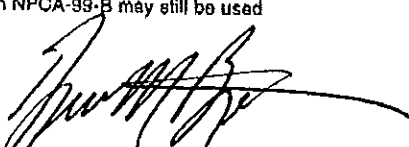
The applicator has used a product in accordance with the product label and state requirements. All treatment materials and methods used comply with state and federal regulations.

Authorized Signature: \_\_\_\_\_ Date: 4/9/07

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Form NPCA-99-B may still be used

form HUD-NPCA-99-B (04/2003)



**Subterranean Termite Soil Treatment Builder's Guarantee**OMB Approval No. 2502-0525  
(exp. 11/30/2008)

This form is completed by the builder.

Public reporting burden for this collection of information is estimated to average 1 minute per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is mandatory and is required to obtain benefits. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. Section 24 CFR 200.926d(b)(3) requires that the sites for HUD insured structures must be free of termite hazards. This information collection requires a licensed Pest Control company to provide the builder a record of specific treatment information in those cases when the soil treatment method is used for prevention of subterranean termite infestation. When applicable, form HUD-NPCA-99-B must accompany this form HUD-NPCA-99-A. Builders, pest control companies, mortgage lenders, homebuyers, and HUD as a record of treatment for specific homes will use the information collected. The information is not considered confidential.

This form is submitted for proposed (new) construction cases when soil treatment for prevention of subterranean termite infestation is specified by the builder or required by the lender, the architect, FHA or VA.

This form is to be completed by the builder. This guarantee is issued by the builder to the buyer. This guarantee is not to be considered as a waiver of, or in place of, any legal rights or remedies that the buyer may have against the builder.

FHA/VA Case No.:

Location of Structure(s) (Street Address, or Legal Description, City, State and Zip):

14705 Terra Vista Drive, Logan County, OK

Buyer's Name:

The undersigned builder hereby certifies that a State licensed or otherwise authorized pest control company (where required by State law) was contracted to treat the property at the location referenced above for subterranean termites. The builder further certifies that the contract with the pest control company required the treatment materials and methods used to be in conformance with all applicable State and Federal requirements. All work required by the contract has been completed. Where not prohibited by applicable State requirements, the buyer, for an additional fee payable to the pest control company, may extend the protection against subterranean termites. Contact the pest control company listed on the attachment for further information.

The builder hereby guarantees that, if subterranean termite infestation should occur within one year from the date of closing, the builder will ensure that a licensed or otherwise State authorized pest control company (where required by State law) or other qualified licensed pest control company will further treat as necessary in the infested area to control infestations in the structure. This further treatment will be without cost to the buyer. If permitted by State law, the buyer may contract directly, at the buyer's expense, with a pest control company to inspect the property on a periodic basis and/or use EPA registered products to control the infestation. The builder will not be responsible for guaranteeing such additional treatment. The builder further agrees to repair all damage by subterranean termites within the one-year builder's warranty period. This guarantee does not apply to additions or alterations that are made by the buyer, which affects the original structure or treatment. Examples include but are not limited to, landscape and mulch alterations, which disturb the treated area and create new subterranean termite hazards, or interfere with the control measures.

If within the guarantee period the builder questions the validity of a claim by the buyer, the claim will be investigated by an unbiased expert mutually agreeable to the buyer and builder. The report of the expert will be accepted as the basis for disposition of the case. The non-prevailing party will pay the cost of any inspections made to investigate the claim. For further information, contact your State structural pest control regulatory agency.

Type of Treatment:

☐ Bait System☐ Wood☒ Soil (HUD-NPCA-99-B required)

P28897

Note: Appropriate treatment record must be attached and listed.

Attachments:

Builder's Company Name: Silver-Store Homes LLCPhone No.: 405. 285. 7600Authorized Signature: [Signature]Date: 3/22/09

**Consumer Maintenance Advisory regarding Integrated Pest Management for Prevention of Wood Destroying Insects.** Information regarding prevention of wood destroying insect infestation is helpful to any property owner or interested in protecting the structure from infestation. Any structure can be attacked by wood destroying insects. Periodic maintenance should include measures to minimize possibilities of infestation in and around a structure. Factors which may lead to infestation from wood destroying insects include foam insulation at foundation, earth-wood contact, utility grade, firewood against structure, inefficient ventilation, moisture, wood debris in crawl space, wood mulch, tree branches touching structures, landscape timbers, and wood rot. If these or other such conditions exist, corrective measure should be taken by the owner in order to reduce the chances of infestations by wood destroying insects, and the need for treatment.

An original and one copy of this guarantee are to be prepared by the builder and sent to the lender. The lender provides one copy to the buyer at closing and includes a copy in the VA loan package or HUD insurance case binder. The builder sends one copy to the licensed pest control company which performed the treatment.

Attached is a copy of the state authorized pest control company's New Construction Subterranean Termite Soil Treatment Record, HUD-NPCA-99-B.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729.3802)

Form NPCA-99-A may still be used

form HUD-NPCA-99-A (04/2003)

[Signature]