

APPENDIX A. RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT [NEW]

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: 705 Twin Lakes Drive
Seminole OK 74868

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

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

	Circle below					Circle below			
	N/A	Yes	No	Unk		N/A	Yes	No	Unk
Sprinkler System	N/A				Humidifier	N/A	Yes	No	Unk
Swimming Pool	N/A				Gas Supply	N/A	Yes	No	Unk
Hot Tub/Spa	N/A				___Public ___Propane				
Water Heater	N/A	Yes	No	Unk	___Butane				
X Electric ___ Gas					Propane Tank	N/A	Yes	No	Unk
___ Solar					___Leased ___ 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
___Leased ___ 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
___Public ___Septic					___Rent ___Own				
___Lagoon					___Monitored				
Air Conditioning					Smoke Detectors	N/A	Yes	No	Unk
System	N/A	Yes	No	Unk	Dishwasher	N/A	Yes	No	Unk
X Electric ___ Gas					Electrical Wiring	N/A	Yes	No	Unk
___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	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
X Electric ___ Gas					Trash Compactor	N/A	Yes	No	Unk
___Heat Pump									

Seller's Initials U Seller's Initials 21
(OREC-7/12)

Buyer's Initials _____ Buyer's Initials _____

74868

Other	Yes	No	Unk
-------	-----	----	-----

Instant forms

LOCATION OF SUBJECT PROPERTY 705 Twin Lakes Drive

Seminole

OK

74868

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 \$ _____ 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.)

#11 - TRUSS ABOVE GARAGE REPAIRED APRIL 2013.

#13

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.

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

 5/3/2013
Seller's Signature Chris Lilly Date

 5/3/13
Seller's Signature _____ 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), Denver N. Davison Building, 1915 N. Stiles, Suite 200, Oklahoma City, Oklahoma 73105, or visit OREC's Web site www.orec.ok.gov.

(OREC-7/12)

Page 3 of 3

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND LEAD-BASED PAINT HAZARDS**
(Target Housing Sales)

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 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.

Address of Property: 705 Twin Lakes Dr. Seminole, Oklahoma

Seller's Disclosure

(Initial on lines below)

- u (a) Presence of lead-based paint or lead-based paint hazards (check one below):
- ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
- u ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- u (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.
- u (c) Seller has received the pamphlet *Protect Your Family from Lead in Your Home*.

Seller has reviewed the information above and certifies, to the best of Seller's knowledge, that the information provided by Seller is true and accurate.

Seller's signature Chris Lity

Date: 5/3/2013

Seller's signature

Date: 5/8/2013

Buyer's Acknowledgment
(Initial on lines below)

- _____ (d) Initial by Buyer only if Buyer has received from Seller copies of either (i) information about known lead-based paint/hazards per paragraph (a) above, or (ii) records or reports pertaining to lead-based paint per paragraph (b) above.
- _____ (e) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.
- _____ (f) Buyer has (check one below):
- ☐ 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
- ☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Buyer has reviewed the information above and certifies, to the best of Buyer's knowledge, that the information provided by Buyer is true and accurate.

Buyer's signature

Date:

Buyer's signature

Date:

Broker's Acknowledgment - (Initial - NOTE: Only if no Listing Broker, Selling Broker shall initial unless Selling Broker receives all compensation from Buyer.)

- pk (g) Broker has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibilities to ensure compliance.

Broker has reviewed the information above and certifies, to the best of Broker's knowledge, that the information provided by Broker is true and accurate.

Pam Robinson Real Estate

(Listing Broker)

Date: 5-8-13

By

Signature Pam Robinson

(Selling Broker)

Date:

By

Signature