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Form # 2049 01/20

**DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT  
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**

1 SALE CONTRACT DATE: 7-7-23

2 PROPERTY: 51 camp charren road troy mo 63379

3 **Lead Warning Statement**

4 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  
5 present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children  
6 may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired  
7 memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide  
8 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  
9 known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

10 **Seller's Disclosure**

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

12 ☒ Seller certifies that this home was built in 1978 or later

13 ☐ Seller certifies that this home was built before 1978, but Seller has no knowledge of lead-based paint and/or lead-based paint hazards  
14 in the housing

15 ☐ Known lead-based paint and/or lead-based paint hazards are present in the house (explain):  
16 \_\_\_\_\_

17

18 (b) Records and reports available to Seller (check one below):

19 ☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based  
20 paint hazards in the housing (list all documents below):  
21 \_\_\_\_\_

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

23

24 **Buyer's Acknowledgment** (initial appropriate blanks)

25 \_\_\_\_\_ Buyer has received copies of all information listed above. (leave blank if none provided to Buyer.)

26 \_\_\_\_\_ Buyer has received the pamphlet Protect Your Family From Lead in Your Home.

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

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

30 ☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint  
31 hazards.

32 **Agent's Acknowledgment** (initial)

33 B M Agent has informed Seller of Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.  
34 ~~E-Sign~~ to be completed by listing agent or if not listed, agent assisting Buyer unless Buyers agent receives all compensation from Buyer).

35 **Certification of Accuracy**

36 The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true  
37 and accurate.

38 \_\_\_\_\_

39 BUYER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

40 \_\_\_\_\_

41 Buyer Printed Name \_\_\_\_\_

42 \_\_\_\_\_

43 BUYER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

44 \_\_\_\_\_

45 Buyer Printed Name \_\_\_\_\_

46 \_\_\_\_\_

47 SELLING AGENT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

48 Bret W. Martin

49 Selling Agent Printed Name \_\_\_\_\_

50 (NOTE: Any reference to Agent also includes a licensee acting as a Transaction Broker)

\_\_\_\_\_ 07/07/2023  
SELLER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_ Kris E Johnson  
Seller Printed Name \_\_\_\_\_

\_\_\_\_\_ 7-7-23  
SELLER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_ 07/07/2023  
LISTING AGENT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_ Listing Agent Printed Name \_\_\_\_\_

SELLER'S DISCLOSURE STATEMENT

To be completed by SELLER concerning 51 camp charren road troy mo 63379 (Property Address) located in the municipality of Troy Mo (if incorporated), County of Lincoln, Missouri.  
Note: If Seller knows or suspects some condition which might lower the value of the property being sold or adversely affect Buyer's decision to buy the property, then Seller needs to disclose it. This statement will assist Buyer in evaluating the property being considered. Real estate brokers and agents involved in the sale do not inspect the property for defects, and they cannot guarantee the accuracy of the information in this form.

**TO SELLER:** Your truthful disclosure of the condition of your property gives you the best protection against future charges that you violated your legal obligation to Buyer by concealing a material defect(s), lead-based paint, use as a site for methamphetamine production or storage and/or any other disclosure required by law. Your knowledge of the property prior to your ownership may be relevant. In the case of a material defect, for example, if information that you possess indicates some persistent pattern of a problem not completely remedied, such information should be included in this disclosure in order to achieve full and honest disclosure. Your answers or the answers you fail to provide, either way, may have legal consequences, even after the closing of the sale. This questionnaire should help you meet your disclosure obligation, but it may not cover all aspects of your property. If you know of or suspect some condition which would substantially lower the value of the property, impair the health or safety of future occupants, or otherwise affect Buyer's decision to buy your property, then use the space at the end of this form to describe that condition.

**TO BUYER:** THIS INFORMATION IS A DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY CONTRACT BETWEEN BUYER AND SELLER. If you sign a contract to purchase the property, that contract, and not this disclosure statement, will provide for what is to be included in the sale. So, if you expect certain items, appliances, or equipment included, you must specify them in the contract. Since these disclosures are based on the Seller's knowledge, you cannot be sure that there are, in fact, no problems with the property simply because the Seller is not aware of them. The answers given by the Seller are not warranties of the condition of the property. Thus, you should condition your offer on a professional inspection of the property. You may also wish to obtain a home protection plan/warranty. Due to the variety of insurance, requirements, products, and arrangements Buyer should contact appropriate party to determine insurance coverage needed. Conditions of the property that you can see on a reasonable inspection should either be taken into account in the purchase price or you should make the correction of these conditions by the Seller a requirement of the sale contract.

SUBDIVISION, CONDOMINIUM, VILLA, CO-OP OR OTHER SHARED COST DEVELOPMENT (if applicable)

- (a) Development Name Daniel Estates
- (b) Contact Alexx Stock Phone 6362841943  
Type of Property: (check all that apply) ☒ Single-Family Residence ☐ Multi-Family ☐ Condominium ☐ Townhome  
☐ Villa ☐ Co-Op
- (c) Mandatory Assessment: #1 \$300 \$ per: ☐ month ☐ quarter ☐ half-year ☒ year  
Mandatory Assessment: #2 \$ per: ☐ month ☐ quarter ☐ half-year ☐ year
- (d) Mandatory Assessment(s) include:  
☐ entrance sign/structure ☐ street maintenance ☐ common ground ☐ snow removal of common area  
☐ snow removal specific to this dwelling ☐ landscaping of common area ☐ landscaping specific to this dwelling  
☐ clubhouse ☐ pool ☐ tennis court ☐ exercise area ☐ reception facility ☒ water ☐ sewer ☐ trash removal  
☐ doorman ☐ cooling ☐ heating ☐ security ☐ elevator ☐ other common facility  
☐ assigned parking space(s): how many identified as some insurance ☐ real estate taxes  
☐ other specific item(s):  
☐ Exterior Maintenance of this dwelling covered by Assessment:
- (e) Optional Assessment(s)/Membership(s) Please explain
- (f) Are you aware of any existing or proposed special assessments? ☐ Yes ☒ No
- (g) Are you aware of any special taxes and/or district improvement assessments? ☐ Yes ☒ No
- (h) Are you aware of any condition or claim which may cause an increase in assessment or fees? ☒ Yes ☐ No
- (i) Are you aware of any material defects in any common or other shared elements? ☐ Yes ☒ No
- (j) Are you aware of any existing indentures/restrictive covenants? ☐ Yes ☒ No
- (k) Are you aware of any violation of the indentures/restrictions by yourself or by others? ☐ Yes ☒ No
- (l) Is there a recorded street/road maintenance agreement? ☐ Yes ☒ No
- (m) Please explain any "Yes" answer you gave for (e), (f), (g), (h), (i), (j) or (k) above:



116 Type of service panel: ☐Fuses ☒Circuit Breakers ☐Other: \_\_\_\_\_  
117 (a) Type of wiring: ☒Copper ☐Aluminum ☐Knob and Tube ☐Unknown  
118 (b) Are you aware of any problems or repairs needed in the electrical system? ☐Yes ☒No If "Yes", please explain \_\_\_\_\_  
119

121 (a) What is the approximate age of the roof? New Years. Documented? ☒ Yes ☐ No  
122 (b) Has the roof ever leaked during your ownership? ☐ Yes ☒ No If "Yes" please explain \_\_\_\_\_  
123 \_\_\_\_\_  
124 (c) Has the roof been repaired, recovered or any portion of it replaced or recovered during your ownership? ☒ Yes ☐ No If "Yes",  
125 please explain \_\_\_\_\_ New roof being installed  
126 (d) Are you aware of any problems with the roof, gutters or downspouts? ☐ Yes ☐ No If "Yes", please explain \_\_\_\_\_  
127 \_\_\_\_\_

129 (a) Are you aware of any problems with the footing, foundation walls, sub-floor, interior and exterior walls, roof construction,  
130 decks/porches or other load bearing components? ☐ Yes ☒ No If "Yes" please describe in detail \_\_\_\_\_  
131 \_\_\_\_\_

132 (b) Are you aware of any repairs to any of the building elements listed in (a) above? ☐ Yes ☒ No If "Yes", please describe the  
133 location, extent, date and name of the person/company who did the repair or control effort \_\_\_\_\_  
134 \_\_\_\_\_

135 (c) Are you aware that any of the work in (b) above was completed without required permits? ☐ Yes ☒ No

136 (d) List all significant additions, modifications, renovations, & alterations to the property during your ownership: \_\_\_\_\_  
137 \_\_\_\_\_

138 (e) Were required permits obtained for the work in (d) above? ☒ Yes ☐ No

140 (a) ☐ Sump pit ☐ Sump pit and pump

141 (b) Type of foundation: ☒ Concrete ☐ Stone ☐ Cinder Block ☐ Wood

142 (c) Are you aware of any dampness, water accumulation or leakage, in the basement or crawl space? ☐ Yes ☒ No If "Yes", please

143 describe in detail \_\_\_\_\_

144 \_\_\_\_\_

145 \_\_\_\_\_

146 (d) Are you aware of any repairs or other attempts to control any water or dampness problem in the basement or crawl space?

147 ☐ Yes ☒ No If "Yes", please describe the location, extent, date and name of the person/company who did the repair or control

148 effort \_\_\_\_\_

149 \_\_\_\_\_

151 (a) Are you aware of any pests or termites/wood destroying insects impacting the property and improvements? ☐ Yes ☒ No  
152 (b) Are you aware of any uncorrected damage to the property caused by pests or termites/wood destroying insects? ☐ Yes ☒ No  
153 (c) Is your property currently under a warranty contract by a licensed pest/termite control company? ☐ Yes ☒ No  
154 (d) Are you aware of any pest/termite control reports for the property? ☐ Yes ☒ No  
155 (e) Are you aware of any pest/termite control treatments to the property? ☐ Yes ☒ No  
156 (f) Please explain any "Yes" answers you gave in this section \_\_\_\_\_  
157

159 (a) Are you aware of any fill, expansive soil or sinkholes on the property or that may affect the property? ☐ Yes ☒ No

160 (b) Are you aware of any soil, earth movement, flood, drainage or grading problems on the property or that may affect the

161 property? ☐ Yes ☒ No

162 (c) Are you aware of any past, present or proposed mining, strip-mining, or any other excavations on the property or that may affect

163 the property? ☐ Yes ☒ No

164 (d) Are you aware of any Post-construction Stormwater Best Management Practices (BMPs) on the property? (BMPs are private

165 stormwater management facilities which include a recorded formal Maintenance Agreement with the Metropolitan Sewer District,

166 e.g. retention ponds, rain gardens, sand filters, permeable pavement) ☐ Yes ☒ No

167 (e) Please explain any "Yes" answers you gave in this section \_\_\_\_\_

168



## HAZARDOUS SUBSTANCES/OTHER ENVIRONMENTAL CONCERNS

- (a) Lead: (Note: Production of lead-based paint was banned in 1978. See Disclosure of Information and Acknowledgement Lead Based Paint and/or Lead-Based Paint Hazards, form #2049.)

(1) Are you aware of the presence of any lead hazards (such as paint, water supply lines, etc.) on the property? ☐ Yes ☒ No

(2) Are you aware if it has ever been covered or removed? ☐ Yes ☒ No

(3) Are you aware if the property has been tested for lead? ☐ Yes ☒ No If "Yes", please give date performed, type of test and test results

(4) Please explain any "Yes" answers you gave in this section

### (b) Asbestos Materials

(1) Are you aware of the presence of asbestos materials on the property, such as roof shingles, siding, insulation, ceiling, flooring, pipe wrap, etc.? ☐ Yes ☒ No

(2) Are you aware of any asbestos material that has been encapsulated or removed? ☐ Yes ☒ No

(3) Are you aware if the property has been tested for the presence of asbestos? ☐ Yes ☒ No If "Yes", please give date performed, type of test and test results

(4) Please explain any "Yes" answers you gave in this section

(c) Mold

(1) Are you aware of the presence of any mold on the property? ☐ Yes ☒ No

(2) Are you aware of anything with mold on the property that has ever been covered or removed? ☐ Yes ☒ No

(3) Are you aware if the property has ever been tested for the presence of mold? ☐ Yes ☒ No If "Yes", please give date performed, type of test and test results

(4) Please explain any "Yes" answers you gave in this section

(d) Radon

(1) Are you aware if the property has been tested for radon gas? ☒ Yes ☐ No If "Yes", please give date performed, type of test and test results

(2) Are you aware if the property has ever been mitigated for radon gas? ☒ Yes ☐ No If "Yes", please provide the date and name of the person/company who did the mitigation

(e) Methamphetamine

Are you aware if the property is or was used as a lab, production or storage site for methamphetamine or was the residence of a person convicted of a crime related to methamphetamine or a derivative controlled substance related thereto?

☐ Yes ☒ No If "Yes", Section 442.606 RSMo requires you to disclose such facts in writing, please explain

(f) Waste Disposal Site or Demolition Landfill (permitted or unpermitted)

Are you aware of any permitted or unpermitted solid waste disposal site or demolition landfill on the property? ☐ Yes ☒ No

If "Yes", Section 260.213 RSMo requires you to disclose the location of any such site on the property. Please provide such information.

**Note: If Seller checks "Yes", Buyer may be assuming liability to the State for any remedial action at the property.**

(g) Radioactive or Hazardous Materials

Have you ever received a report stating affirmatively that the property is or was previously contaminated with radioactive material or other hazardous material? ☐ Yes ☒ No If "Yes", Section 442.055 RSMo requires you to disclose such knowledge in writing. Please provide such information, including a copy of such report, if available.

#### (h) Other Environmental Concerns

Are you aware of any other environmental concerns that may affect the property such as polychlorinated biphenyls (PCB's), electro-magnetic fields (EMF's), underground fuel tanks, unused septic or storage tanks, etc.? ☐ Yes ☒ No If "Yes", please explain

## SURVEY AND ZONING

(a) Are you aware of any shared or common features with adjoining properties? ☐ Yes ☒ No

(b) Are you aware of any rights of way, unrecorded easements, or encroachments, which affect the property? ☐ Yes ☐ No

(c) Is any portion of the property located within the 100-year flood hazard area (flood plain)? ☐ Yes ☒ No

(d) Do you have a survey of the property? ☐ Yes ☒ No (If "Yes", please attach) Does it include all existing improvements on the property? ☐ Yes ☒ No

(e) Are you aware of any violations of local, state, or federal laws/regulations, including zoning, relating to the property? ☐ Yes ☒ No

(f) Please explain any "Yes" answers you gave in this section.

228 **INSURANCE**

229 Are you aware of any claims that have been filed for damages to the property? ☒ Yes ☐ No If "Yes", please provide the following  
 230 information: date of claim, description of claim, repairs and/or replacements completed \_\_\_\_\_  
 231 7-23 new roof being installed \_\_\_\_\_  
 232 \_\_\_\_\_  
 233 \_\_\_\_\_

234 **MISCELLANEOUS**

- 235 (a) The approximate age of the residence is 24 years. The Seller has occupied the property from 7-14 to 7-23.  
 236 (b) Has the property been continuously occupied during the last twelve months? ☒ Yes ☐ No If "No", please explain \_\_\_\_\_  
 237 \_\_\_\_\_  
 238 (c) Is the property located in an area that requires any compliance inspection(s) including municipality, conservation, fire district or  
 239 any other required governmental authority? ☐ Yes ☒ No If "Yes", please explain \_\_\_\_\_  
 240 \_\_\_\_\_  
 241 (d) Is the property located in an area that requires any specific disclosure(s) from the city or county? ☐ Yes ☒ No If "Yes", please  
 242 explain \_\_\_\_\_  
 243 (e) Is the property designated as a historical home or located in a historic district? ☐ Yes ☒ No If "Yes", please explain \_\_\_\_\_  
 244 \_\_\_\_\_  
 245 (f) Is property tax abated? ☐ Yes ☒ No Expiration date \_\_\_\_\_ Attach documentation from taxing authority.  
 246 (g) Are you aware of any pets having been kept in or on the property? ☒ Yes ☐ No If "Yes" please explain \_\_\_\_\_  
 247 1 dog \_\_\_\_\_  
 248 (h) Is the Buyer being offered a protection plan/home warranty at closing at Seller's expense? ☐ Yes ☒ No (If "Yes", please attach)  
 249 (i) Are you aware of any inoperable windows or doors, broken thermal seals, or cracked/broken glass? ☐ Yes ☒ No  
 250 (j) Are you aware if carpet has been laid over a damaged wood floor? ☐ Yes ☒ No  
 251 (k) Are you aware of any existing or threatened legal action affecting the property? ☐ Yes ☒ No  
 252 (l) Are you aware of any consent required of anyone other than the signer(s) of this form to convey title to the property? ☐ Yes ☒ No  
 253 (m) Please explain any "Yes" answers you gave for (i), (j), (k), or (l) above \_\_\_\_\_  
 254 \_\_\_\_\_

255 **Additional Comments:**

256 \_\_\_\_\_  
 257 \_\_\_\_\_  
 258 \_\_\_\_\_  
 259 \_\_\_\_\_  
 260 \_\_\_\_\_

261 Seller attaches the following document(s): \_\_\_\_\_

## 262 SELLER'S ACKNOWLEDGEMENT:

263 Seller acknowledges that he has carefully examined this statement and that it is complete and accurate to the best of Seller's knowledge.  
264 Seller agrees to immediately notify listing broker in writing of any changes in the property condition. Seller authorizes all brokers and  
265 their licensees to furnish a copy of this statement to prospective Buyers.

266 Kris E Johnson 07/07/2023  
267 SELLER SIGNATURE DATE

SELLER SIGNATURE DATE

268 Kris E Johnson  
269 Seller Printed Name

Seller Printed Name

## 270 BUYER'S ACKNOWLEDGEMENT:

271 Buyer acknowledges having received and read this Seller's Disclosure Statement. Buyer understands that the information in this Seller's  
272 Disclosure Statement is limited to information of which Seller has actual knowledge. Buyer should verify the information contained in  
273 this Seller's Disclosure Statement, and any other important information provided by either Seller or broker (including any information  
274 obtained through the Multiple Listing Service) by an independent, professional investigation of his own. Buyer acknowledges that broker  
275 is not an expert at detecting or repairing physical defects in property.

276 \_\_\_\_\_  
277 BUYER SIGNATURE DATE

BUYER SIGNATURE DATE

278 \_\_\_\_\_  
279 Buyer Printed Name

Buyer Printed Name

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Form # 2165 01/20

### SEPTIC/WELL ADDENDUM TO SELLER'S DISCLOSURE STATEMENT

1 PROPERTY ADDRESS: 51 camp charren road troy mo 63379 DATE:

2 **SEPTIC (Explain any "Yes" answers):**

3 **Note: Potential buyers should be aware that the current owner may not use the septic system to its full capacity. If the system**  
4 **is being underutilized, it may falsely appear to be problem free. If the system is more heavily utilized, problems may surface**  
5 **that were previously not known or detectable. These problems may not be discovered by a septic inspection.**

- 6 (a) How many people occupy the property? 3
- 7 (b) Has the property been vacant over any period during the last 12 months? ☐ Yes ☒ No
- 8 (c) Does any other property owner share this system? ☐ Yes ☒ No
- 9 (d) Is any part of your system located on a neighbor's property? ☐ Yes ☒ No
- 10 (e) Is there a well within 50 feet of the septic tank? ☐ Yes ☒ No
- 11 (f) Does the system have an aerator? ☒ Yes ☐ No
- 12 (g) Of what is the bottom of the tank constructed? ☐ gravel ☒ concrete ☐ unknown
- 13 (h) Are any laundry, sinks, tubs and/or showers dispersing outside of the septic system? ☐ Yes ☒ No
- 14 (i) Do any of the pipes flow into ditches, creeks, ravines or a lagoon? ☐ Yes ☒ No
- 15 (j) Are any of the pipes exposed? ☐ Yes ☒ No
- 16 (k) Is there any seepage or surface discharge (effluence) from the septic system? ☐ Yes ☒ No
- 17 If "Yes", is there any from your system onto your neighbor's property? ☐ Yes ☒ No
- 18 (l) Is there any seepage or surface discharge from a neighbor's system onto your property? ☐ Yes ☒ No
- 19 (m) Have you noticed any noxious, offensive or unusual odors from the system? ☐ Yes ☒ No
- 20 (n) Have you experienced slow drainage or drain backups? ☐ Yes ☒ No
- 21 (o) Is there a current maintenance service agreement covering your system? ☐ Yes ☒ No
- 22 If "Yes", what is the annual cost and who is the current provider?
- 23 (p) Does any government authority require a maintenance service agreement for the  
24 new homeowner? ☐ Yes ☒ No
- 25 (q) Have you ever been notified/cited by any governmental authority on problems  
26 related to the system? ☐ Yes ☒ No
- 27 (r) Has a service company ever recommended any work to be done to the system? ☐ Yes ☒ No
- 28 (s) Are you aware of any defects? ☐ Yes ☒ No
- 29 (t) Have you expanded, updated or modified the septic system? ☐ Yes ☒ No
- 30 (u) Have you cleaned or pumped the system during your ownership of the property? ☒ Yes ☐ No
- 31 If "Yes", when was it done and who did the work? 2019

32 **WELLS (Explain any "Yes" answers):**

- 33 (a) Is any part of the well located on a neighbor's property? ☐ Yes ☒ No
- 34 (b) Is the well shared with any other properties? ☒ Yes ☐ No
- 35 If "Yes", is there a recorded well agreement? ☒ Yes ☐ No
- 36 (c) Are you aware of any problems relating to the quality or source of drinking water? ☐ Yes ☒ No
- 37 (d) Have you ever been notified/cited by any governmental authority on problems  
38 related to the system? ☐ Yes ☒ No
- 39 (e) Has a service company ever recommended any work be done to the system? ☐ Yes ☒ No
- 40 (f) Are you aware of any defects? ☐ Yes ☒ No
- 41 (g) Are you aware of any plans to bring public water to this property? ☐ Yes ☒ No

42 **Explanation of any "Yes" answers and additional comments for either of the above sections:**

43 3 houses on community well

44

45

46

47

48

49

50



51 **SELLER'S ACKNOWLEDGEMENT:** Seller acknowledges that he has carefully examined this statement and that it is complete and  
52 accurate to the best of Seller's knowledge. Seller agrees to immediately notify listing broker in writing of any changes in the property  
53 condition. Seller authorizes all brokers and their licensees to furnish a copy of this statement to prospective buyers.

54 Kris E Johnson 07/07/2023  
55 SELLER SIGNATURE DATE SELLER SIGNATURE DATE  
56 Kris E Johnson  
57 Seller Printed Name Seller Printed Name

58 **BUYER'S ACKNOWLEDGEMENT:** Buyer acknowledge having received and read this Septic/Well Addendum to Sellers Disclosure  
59 Statement. Buyer understands that the information in this Addendum is limited to information of which Seller has actual knowledge.  
60 Buyer should verify the information contained in this Septic/Well Addendum to Sellers Disclosure Statement and any other important  
61 information provided by either Seller or broker (including any information obtained through the Multiple Listing Service) by an  
62 independent, professional investigation of his own. Buyer acknowledges that broker is not an expert at detecting or repairing physical  
63 defects in property.

64  
65 BUYER SIGNATURE DATE BUYER SIGNATURE DATE  
66  
67 Buyer Printed Name Buyer Printed Name

**DECLARATION OF COVENANTS, CONDITIONS****EASEMENTS AND RESTRICTIONS OF****DANIELLE ESTATES****IN THE COUNTY OF LINCOLN, STATE OF MISSOURI**

\*\*\*\*\*

WHEREAS, the undersigned JAMES R. PIETZMAN and FAITH A. PIETZMAN,  
Owners of the following described parcel of land, to be subdivided, in Lincoln County, Missouri:

SEE SCHEDULE "A"

WHEREAS, it is deemed in the best interest of all persons who may become and are  
Owners of any Lots in this subdivision to have certain restrictions, reservations, limitations,  
conditions, easements and covenants created, imposed and placed of record relating to this  
property

NOW THEREFORE:

1. The Owner as Maker of this covenant, for the purpose of protecting property values  
and providing for quiet and peaceful enjoyment of properties does hereby subject all Lots in said  
subdivision to the following covenants, conditions and restrictions which shall operate as  
covenants running with the land into whomsoever hands it or any part of it shall come and does  
hereby declare that all Lots or Re-Subdivision thereof, in said subdivision shall be held, sold and  
conveyed subject to the following covenants, conditions and restrictions; and the rights and  
easements herein contained are hereby made and declared to be rights and easements in fee and  
annexed to and forever to continue to be annexed to, passing with the inuring to each of said Lots  
or Re-subdivision thereof, and said Lots and each of them to remain forever subject to the  
burdens and entitled to the benefits created by said easements, and shall be enforceable at the suit  
of any and every Owner of any Lot in said subdivision by injunction or other proceeding whether  
in law or equity

SEE SCHEDULE "B" FOR ARCHITECTURAL AND USE RESTRICTIONS

2 All streets and easements, shall remain for the private roadway use of the Owners of  
Lots in this subdivision; provided, however, that the Owners may, at their discretion, publicly  
dedicate any such street or streets and may grant all utility easement therein or any portion  
thereof. The Owners reserve the right to use the streets and easements as shown on the recorded  
Plat to service additional development, any additional development may, but not necessarily, be  
subject to the same restrictions and assessments as contained herein. This shall not be construed  
to mean Owners shall make additional development

All other Easements are hereby created and established for the installation and

maintenance of all utilities and drainage facilities and any other purpose shown thereon or any other purpose declared by the Company

3 These restrictions may be changed, modified or amended at any time in the future by written covenant signed by the Owners of Two-thirds (2/3) of the Lots in said subdivision after all Lots have been sold by the Owners, JAMES R. PIETZMAN and FAITH A. PIETZMAN. The said amendment or modification to be and become effective only upon recording in the same in the office of the Recorder of Deeds of Lincoln County, Missouri. Such amendment or modification will not require the signatures of any holder of a mortgage, deed of trust, or other lien against the respective lots or the improvements thereon. The Road Maintenance Agreement may only be changed as provided in number 9 (B) of the Restrictions as per Schedule "B".

The Owners, JAMES R. PIETZMAN and FAITH A. PIETZMAN reserve the exclusive right to amend Restrictions stated herein, as long as they own any lots.

A cancellation of any of these covenants by judgments or other order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Owners have caused these covenants, conditions, and restrictions to be signed on this 12<sup>th</sup> day of March, 1998.

James R. Pietzman  
JAMES R. PIETZMAN

Faith A. Pietzman  
FAITH A. PIETZMAN

STATE OF MISSOURI     )  
                                  ) SS  
COUNTY OF LINCOLN    )

On this 12<sup>th</sup> day of March, 1998, before me personally appeared JAMES R. PIETZMAN and FAITH A. PIETZMAN, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, on the date first above written, I have hereunto set my hand and affixed my official seal in the County and State aforesaid.

TRACY K. MARTIN  
Notary Public-Notary Seal  
STATE OF MISSOURI  
Lincoln County

My Commission Expires Sept. 22, 1998

Tracy K. Martin  
Notary Public

SCHEDULE "B"

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ARCHITECTURAL AND USE RESTRICTIONS

1 No manufactured, modular or mobile homes, single or double wide, may be placed on the premises

2 Minimum square footage first floor, must be at least One Thousand Three Hundred (1,300) square feet, exclusive of garage or carport area

3 Lots may be re-subdivided into not less than Three (3) acre lots Only one (1) residence per three (3) acres

4 The raising of hogs is not permitted

5 All pets must be retained upon the owners property

6 No junk yards, dump sites, or waste sites shall be kept on the lots and all lots must be kept free to trash and debris

7 No dog kennels for commercial use shall be allowed on the Lots

8 All fences must be built behind the Road Easement and be of new materials All buildings must be placed within the building lines as shown on the plat

9 Any outbuildings must be approved by James R. Pietzman or the Committee

10 Road Maintenance Agreement

A Lots 1, 2, 3, 4, 5, 6 or 7 shall be exempt from the payments of any roadway assessments created by these restrictions

B Until such time as the owners and declarants herein shall dispose of all lots in the subdivision or until otherwise designated by them, it is agreed that each lot or re-subdivision thereof that has been sold or disposed of by the original owners shall be charged the amount of ONE HUNDRED DOLLARS AND NO/100THS (\$100 00) per year, payable on January 15th of every year, the first payment shall be pro-rated at closing The above assessment shall be a lien on each lot or re-subdivision

C Upon the sale of all of the Lots by the owners, or upon the designation of the owners, a Road Association shall be formed as follows

(1) The Association shall consist of all Lots Owners in the Subdivision including the owner of any re-divided lot One (1) vote may be cast per lot



(2) There shall be meetings on the date the Association is formed and each year on the anniversary date, at which time the general business of the Association shall be discussed, needed repairs and the future yearly maintenance decided. There shall be three (3) members elected as the "Committee" to supervise the yearly maintenance and repairs.

(3) "Committee". The Committee shall be elected annually and shall be the three (3) lot owners with the highest amount of votes cast at the meeting. The quorum of one (1) more than half of the members must be present at the election.

(4) The initial assessment shall be as provided in paragraph (10A). This assessment may be changed by a written covenant signed by three-fourths (3/4) of the lots. The assessment is payable on January 15th or every year and if not paid shall be a lien on the member's real estate. The association shall also have a lien on members real estate for attorney's fees and costs incurred by virtue of the violation by a lot owner of any restrictions or amendments thereto.

(5) This Agreement shall be binding upon the members, their heirs and assigns, and successors in title.

(6) There shall be elected at the annual meeting a President, Secretary and Treasurer from the members of the Committee.

The President shall conduct the meeting. The Secretary shall act for the President in his or her absence.

The Secretary shall keep the minutes and a list of the members.

The Treasurer shall collect the assessments and pay the bills as directed by the Committee.

(7) This Road Agreement can be amended by a written covenant signed by three-fourths 3/4 of the members.

11. Any septic tank placed on any lot shall be at least fifty (50) feet from any deep water well including a community well. Any part of a septic leach field shall not be any closer than One Hundred (100) feet to any deep water well including a community well.

12. Building and set back lines as per recorded plat.

13. These restrictions may be enforced by any lot owners or by the Association. Any lien created by these restrictions may be enforced pursuant to the provision of Missouri law.

14. Lots are restricted to residential use only, no commercial or industrial use allowed.

A TRACT OF LAND BEING PART OF THE NORTHEAST QUARTER OF SECTION 19 AND PART OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 48 NORTH, RANGE 1 WEST, LINCOLN COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN OLD STONE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20; THENCE N 89 DEG 03' 34" W 28.64 FEET TO AN OLD IRON ROD; THENCE N 00 DEG 25' 14" W 1334.22 FEET TO AN OLD IRON ROD ON THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY "U"; THENCE ALONG SAID RIGHT OF WAY, THE FOLLOWING COURSES AND DISTANCES: S 89 DEG 29' 41" E 920.18 FEET; N 84 DEG 26' 59" E 108.31 FEET; ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 513.34 FEET, A CENTRAL ANGLE OF 09 DEG 10' 07" AND AN ARC LENGTH OF 82.15 FEET TO A SET IRON ROD ON THE NORTH LINE OF SECTION 20; THENCE S 89 DEG 29' 41" E, LEAVING SAID RIGHT OF WAY AND ALONG NORTH LINE TO AN IRON ROD IN THE CENTERLINE OF COUNTY ROAD 785; THENCE S 00 DEG 17' 50" W ALONG SAID CENTERLINE, 1379.60 FEET TO AN OLD IRON ROD; THENCE N 89 DEG 03' 34" W LEAVING SAID CENTERLINE 1358.86 FEET TO THE POINT OF BEGINNING AND CONTAINING 43.21 ACRES, MORE OR LESS.

## STATE OF MISSOURI

County of Lincoln

I hereby certify that this instrument was  
FILED FOR RECORD on 3/12 1998  
at 10 o'clock 05 min A M and is  
recorded in Book 1032 Page 270

MELBA HOUSTON  
Recorder of Deeds

By

Melba Houston  
Deputy

STATE OF MISSOURI  
County of Lincoln  
FILED FOR RECORD

MAR 12 1998

10 o'clock 05 Minutes A M.

MELBA HOUSTON, Recorder

30



## COMMON WELL AGREEMENT FOR

## DANIELLE ESTATES

IN THE COUNTY OF LINCOLN, STATE OF MISSOURI  
\*\*\*\*\*

WHEREAS, the undersigned, JAMES R. PIETZMAN and FAITH A. PIETZMAN, referred to as OWNERS-GRANTORS of the following described Lots having been subdivided, in Lincoln County, Missouri:

SEE EXHIBIT "A"

WHEREAS, a Common Well has been drilled on LOT 3 of DANIELLE ESTATES recorded in Book 11 Page 184, Records of Lincoln County, Missouri, and

WHEREAS, the above referred Well is to benefit the Owners of LOTS 1,2,3,4,5,6 and 7 of DANIELLE ESTATES, recorded in Book 11 Page 184, and

WHEREAS, a Common Well has been drilled on LOT 14 of DANIELLE ESTATES recorded in Book 11 Page 184, Records of Lincoln County, Missouri, and

WHEREAS, the above referred Well is to benefit the Owners of LOTS 8, 9, 10, 11, 12, 13, and 14 of DANIELLE ESTATES, recorded in Book 11 Page 184, and

WHEREAS, the OWNER-GRANTORS herein and subsequent Owners of the above referred Lots are to enjoy the use and benefits of the Well under the following conditions:

NOW THEREFORE, the undersigned OWNER-GRANTOR for the purposes of establishing the terms and conditions of the use of the Water Well.

1. That the rights, easements and conditions created herein are annexed to and forever to continue to be annexed to, passing with and inuring to the benefit of each Lot listed herein and said Lots and each of them to remain forever subject to the burdens and entitled to the benefits created by said easements and conditions created herein and shall be enforceable at the suit of any and every Owner of any Lot listed herein by injunction or other proceeding whether in law or equity.
2. The Wells as located on Lots 3 and 14 shall be drilled, installed and the necessary pumps, pressure systems, distribution apparatus, including pipes shall be installed and laid by the OWNERS-GRANTORS at their cost and expenses.
3. The subject Owners of each Lot shall be granted One (1) "Tap on" privilege per lot and as each lot owner "Taps on" the hereafter charges will apply.

4. There is no charge for the initial "Tap on", however the Lot Owner shall use extreme care in causing the "Tap on" and shall pay all expenses for same and shall give the Association or initial Owners Five (5) days notice of "Tap on", and shall replace the "Tap on" and easement area back to its original condition.

5. Until such time as the OWNER-GRANTORS herein shall sell all Lots listed herein or until otherwise designated by them, it is agreed that each Lot that has been sold or disposed of by the original OWNERS-GRANTORS and the "Tap on" made, shall be charged the amount of Twenty Dollars and no/100ths (\$20.00) per month, payable on the 15th of every month, the first payment shall be paid at "Tap on". The above assessment shall be a lien on each Lot.

A Special Assessment be levied if necessary to replace or repair the Well and Water system up to the "Tap on" point. Said Special Assessment may be levied by the OWNER-GRANTORS. The Assessment shall be levied and pro-rated among those Lot Owners who have "Tap ons".

6 Upon the disposition of all of the Lots listed herein, or upon the designation of the OWNERS-GRANTORS, a Well Association shall be formed as follows:

- (a) The Association shall consist of all Owners of the Lots listed herein. One (1) Vote may be cast per lot.
- (b) There shall be meetings on the date the Association is formed and each year on the anniversary date, at which time the general business of the Association shall be discussed, needed repairs and the future yearly maintenance decided. There shall be three (3) members elected as the "Committee" to supervise the yearly maintenance and repairs.
- (c) "Committee". The Committee shall be elected annually and shall be the Three (3) with the highest amount of votes cast at the meeting. The quorum of One (1) more than half of the members must be present.
- (d) The initial assessment shall be as provided in paragraph five (5). This assessment may be changed by a vote of Three- Fourths (3/4) of the Lots. The assessment is payable on the 15th of every month and if not paid shall be a lien on the member's real estate. If two (2) consecutive payments are unpaid, or if any Special payment is unpaid for Thirty (30) days, that Lot may be disconnected from the system.
- (e) This Agreement shall be binding upon the members, their heirs and assigns, and successor in title.
- (f) There shall be elected at the annual meeting a President, Secretary and Treasurer. The President shall conduct the meeting. The Secretary shall act for the President in his or her absence. The Secretary shall keep the minutes and a list of the



members The Treasurer shall collect the assessments and pay the bills as directed by the Committee

- (g) This Well Agreement can be amended by Three-Fourths (3/4) vote of the members
- (h) A Special Assessment may be levied if necessary to replace or repair the Well and Water System up to the "Tap on" point Said Special Assessment may be levied by the OWNER-GRANTOR or the "Committee" The Assessment shall be levied and pro-rated among those Lot Owners who have "Tap ons;"

IN WITNESS WHEREOF, the Owners have caused this Common Well Agreement to be signed on this 15 day of January, 1999

James R. Pietzman  
James R. Pietzman

Faith A. Pietzman  
Faith A. Pietzman

ON THIS 15th day of January, 1999, before me personally appeared James R. Pietzman and Faith A. Pietzman, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the date hereinabove written in the County and State aforesaid.



J. LANCE JEANS  
NOTARY PUBLIC - STATE OF MISSOURI  
LINCOLN COUNTY  
MY COMMISSION EXPIRES AUG. 10, 2002

J. Lance Jeans  
Notary Public

EXHIBIT A

ALL OF DANIELLE ESTATES, AS PER PLAT RECORDED IN PLAT BOOK 11, PAGE 184, LINCOLN  
COUNTY, MISSOURI, PLAT RECORDS.  
EXCEPTING THEREFROM THE FOLLOWING: ALL OF LOTS 1, 4, 5 and 6 of Danielle Estates.

STATE OF MISSOURI  
County of Lincoln  
FILED FOR RECORD

JAN 20 1999

At 3 o'clock 30 Minutes P.M.  
MELBA HOUSTON, Recorder

STATE OF MISSOURI  
County of Lincoln

I hereby certify that this instrument was  
FILED FOR RECORD on 1/20 19 99  
at 3 o'clock 30 min P.M. and is  
recorded in Book 1126 Page 1.

MELBA HOUSTON  
Recorder of Deeds

By Melba Houston  
Deputy

