



SELLER'S RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

Document updated:
April 2014

SELLER: Derek Scott Montgomery and Samantha Dawn Montgomery

DATE: 05/24/2024

PROPERTY ADDRESS: 5042 SW Fairlawn Rd, Topeka, KS 66610

Part 1. MESSAGE TO THE SELLER:

1. SELLER'S AGREEMENT AND AUTHORIZATIONS:

- This form is designed to assist you in making disclosures to the BUYER. If you have actual knowledge of a condition on or affecting the Property, then you must disclose that information to the BUYER on this SELLER'S Residential Property Disclosure Statement (the "Statement").
- SELLER discloses the information on this Statement with the knowledge that even though it is not a warranty or guarantee of the condition of the Property, prospective buyers may rely on the information contained in this Statement in deciding whether, and on what terms and conditions, to purchase the Property.
- SELLER authorizes any real estate licensees involved in this transaction to provide a copy of this Statement to any person or entity in connection with any actual or possible purchase of the Property.

2. SELLER'S INSTRUCTIONS:

- SELLER has an obligation under this Statement to:
 - Review this Statement and any attachments carefully;
 - Verify all the important information concerning the Property;
 - Attach all available supporting documentation on the Property;
 - Use explanations lines as requested and when necessary; and
 - Use the explanation lines to explain when the SELLER does not have the personal knowledge to answer a question.
- By signing this Statement, SELLER agrees and acknowledges that the failure to disclose known material facts about the Property may result in liability to the BUYER for fraud and misrepresentation.

3. SELLER'S INDEMNIFICATION OF REAL ESTATE LICENSEES:

- SELLER agrees to hold harmless, indemnify and defend any real estate licensees involved in this transaction and their agents, subagents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual knowledge prior to the signing of the Contract to sell the Property.

DSM
05/28/2024
SELLER'S INITIALS

SDM
05/28/2024
SELLER'S INITIALS

05/28/2024
DATE OF SELLER'S INITIALS

Part 2. MESSAGE TO THE BUYER:

1. BUYER'S AGREEMENT AND AUTHORIZATIONS:

- This Statement is a disclosure of the condition of the Property as it is actually known by the SELLER on the date that the Statement was signed.
- BUYER agrees and acknowledges that this Statement is not a warranty or guarantee of any kind by the SELLER or any real estate licensees involved in this transaction regarding the condition of the Property and should not be used as a substitute for any inspections or warranties that the BUYER may wish to obtain on the Property.

2. BUYER'S INSTRUCTIONS:

- BUYER has an obligation under this Statement to:
 - Review this Statement and any attachments carefully;
 - Verify all the important information about the condition of the Property contained in this Statement;
 - Ask the SELLER about any incomplete or inadequate responses;
 - Inquire about any concerns about the condition of the Property not addressed on this Statement;
 - Review all other applicable documents concerning the Property;

- (6) Conduct personal or professional inspections of the Property; and
 (7) Investigate the surrounding areas of the Property to determine suitability for the BUYER.

B. By signing this Agreement, BUYER agrees and acknowledges that the failure to exercise due diligence to inspect the Property and verify the information about the condition of the Property contained in this Statement may affect the ability of the BUYER to hold the SELLER liable for conditions on the Property.

3. BUYER'S AGREEMENT TO HOLD REAL ESTATE LICENSEES HARMLESS:

A. BUYER agrees that any real estate licensees involved in this transaction are not experts at detecting or repairing physical defects in and on the Property. BUYER agrees to hold harmless any real estate licensees involved in this lease transaction and their agents, subagents, employees and independent contractors from and against any and all claims, demands, suits, damages, losses or expenses arising out of the discovery of property conditions in the Property of which the real estate licensees had no actual knowledge prior to the signing of the Contract to purchase the Property.

BUYER'S INITIALS

BUYER'S INITIALS

DATE OF BUYER'S INITIALS

Part 3. GENERAL PROPERTY INFORMATION:

1. Approximate age of the Property: 51 years
 2. Approximate date that SELLER acquired the Property: 02/15/2023
 3. Does SELLER currently occupy the Property? ☒ Yes ☐ No
 If No, how long has it been since the SELLER occupied the Property? _____

Part 4. APPLIANCES, EQUIPMENT AND FIXTURES:

Indicate the condition of the following items by marking the appropriate box. Check only one box for each item.

	WORKING	NOT WORKING	NOT INCLUDED		WORKING	NOT WORKING	NOT INCLUDED
1. Air conditioning – central system	☒	☐	☐	24. Intercom, sound system wiring or			
2. Air conditioning – window units # _____	☐	☐	☒	built-in speaker system	☐	☐	☒
3. Air purifier system	☐	☐	☒	25. Microwave oven	☒	☐	☐
4. Attic fan	☐	☐	☒	26. Oven	☒	☐	☐
5. Cable television wiring/jacks	☒	☐	☐	☒ Electric ☐ Gas			
6. Ceiling fan(s) #4	☒	☐	☐	27. Propane tank	☐	☐	☒
7. Central vacuum and attachments	☐	☐	☒	☐ Leased ☐ Owned			
8. Clothes dryer	☐	☐	☒	28. Range	☒	☐	☐
9. Clothes washer	☐	☐	☒	☒ Electric ☐ Gas			
10. Dishwasher	☒	☐	☐	29. Range ventilation system	☒	☐	☐
11. Disposal	☒	☐	☐	30. Refrigerator #1	☒	☐	☐
12. Doorbell	☒	☐	☐	31. Sauna/spa	☐	☐	☒
13. Exhaust fans – bathrooms	☒	☐	☐	☐ Steam ☐ Dry			
14. Fireplace/fireplace insert	☒	☐	☐	32. Security system	☐	☐	☒
☐ Blower ☐ Factory-built ☒ Masonry				☐ Leased ☐ Owned			
15. Fireplace gas logs	☐	☐	☒	33. Smoke alarms/detectors #7	☒	☐	☐
16. Fireplace gas starter	☐	☐	☒	34. Sprinkler system	☐	☐	☒
17. Fireplace wood-burning stove	☒	☐	☐	☐ Back flow preventer ☐ Auto-timer			
18. Garage door opener(s)	☒	☐	☐	35. Sump pump	☒	☐	☐
Number of remotes 3 _____				36. Swimming pool	☐	☐	☒
19. Gas grill	☐	☐	☒	37. Telephone wiring/jacks	☒	☐	☐
20. Heating system	☒	☐	☐	38. TV antenna/receiver/satellite dish	☐	☐	☒
☐ Gas ☒ Forced air gas ☐ Electric				☐ Leased ☐ Owned			
☐ Boiler (☐ Hot water ☐ Steam)				39. Trash compactor	☐	☐	☒
21. Heat pump	☐	☐	☒	40. Water heater	☒	☐	☐
22. Hot tub/whirlpool	☐	☐	☒	41. Water purifier/softener	☐	☐	☒
23. Humidifier	☐	☐	☒	42. Other	☐	☐	☐

Part 5. STRUCTURAL CONDITIONS:

1. What is the approximate age of the roof (if known)? <10 yrs years Type of roof: Asphalt Shingles
2. Has there been any leaking or other problems with the roof, flashing or rain gutters? ☐ Yes ☒ No
If Yes, when was the date of the last occurrence? _____
3. Have there been any repairs to the roof, flashing or rain gutters? ☐ Yes ☒ No
If Yes, please provide the date of the repairs: _____
4. Has there been any roof replacement? ☐ Yes ☒ No
If Yes, was the replacement ☐ complete or ☐ partial.
5. How many layers of roofing materials are currently on the roof (if known)? Unknown
6. Have you made any homeowners' insurance claims on the Property? ☐ Yes ☒ No
If Yes, were all the claims addressed with repairs? ☐ Yes ☐ No
7. Has there ever been leakage/seepage in the basement or crawl space? ☒ Yes ☐ No
8. Has there been any damage to the Property due to fire, flood or wind? ☐ Yes ☒ No
9. Are there any structural problems with the Property? ☐ Yes ☒ No
10. Is any exterior wall covering of the structure covered with synthetic stucco? ☐ Yes ☒ No
If Yes, are you aware of any adverse conditions with the exterior wall covering? ☐ Yes ☐ No
If Yes, has there been an inspection to determine whether the structure has excessive moisture accumulation? ☐ Yes ☐ No
11. Is there any damage to the chimney or fireplace? ☐ Yes ☒ No
When was the chimney or fireplace last cleaned or serviced? Unknown
12. Is there any exposed wiring presently in any structures on the Property? ☐ Yes ☒ No
13. Are there any windows or doors that leak or have broken thermopane seals? ☐ Yes ☒ No
14. Have you ever experienced or are you aware of any:
Movement, shifting, deterioration or other problems with the crawl space, foundations, slab or walls? ☒ Yes ☐ No
Cracks or flaws in the basement floor, ceilings, concrete slab, crawl space, foundations or garage? ☒ Yes ☐ No
Corrective action taking to remedy these structural conditions, including but not limited to bracing or piling? ☒ Yes ☐ No
Water leakage or dampness in the Property, crawl space or basement? ☐ Yes ☒ No
Dry rot, wood rot or similar conditions on the wood of the Property? ☐ Yes ☒ No
Problems with decks, driveways, fences, patios or retaining walls on the Property? ☐ Yes ☒ No
15. Do you have any knowledge of any damage to the Property caused by termites or wood infestation? ☐ Yes ☒ No
If Yes, is the Property currently under warranty? ☐ Yes ☐ No
If Yes, please name the company here: _____
16. Have you had any termite/pest control treatments for the Property? ☒ Yes ☐ No
If Yes, please name the company and year treated here: Schendel- April 2024
17. Has the ground been pre-treated for termites? ☐ Yes ☒ No
18. If you have answered "Yes" to any of the questions in Part 5, please attach documentation and explain here:

During remodel of the basement in 2023, discovered crack in the West basement wall (North End). No obvious signs of water leakage. Proactively had the wall peered and exterior wall sealed. Also learned during this time that previous owner had the front porch peered several years prior.
19. Additional Comments:

New windows in the North Living Room- 2024
New Sliding Back Door- 2024
Deck new in 2022
New carpet in 2022

Part 6. LAND CONDITIONS (BOUNDARIES, DRAINAGE, SOILS, ETC.):

1. Is the Property or any portion of the Property located in a flood zone, wetlands area or proposed to be located in such as designated by the Federal Emergency Management Agency (FEMA)? ☐ Yes ☒ No
2. Are you aware of any drainage or flood problems on the Property or adjacent properties? ☐ Yes ☒ No
3. Have any neighbors complained that the Property causes drainage problems? ☐ Yes ☒ No
4. Has the Property had a stake survey? ☐ Yes ☒ No
If Yes, please attach a copy of the stake survey.
5. Are the boundaries of the Property marked in any way? ☒ Yes ☐ No

6. Do you have an Improvement Location Certificate (ILC) for the Property? ☐ Yes ☒ No
If Yes, please attach a copy of the Improvement Location Certificate (ILC).
7. Is there fencing on the Property? ☒ Yes ☐ No
If Yes, does the fencing belong to the Property? ☒ Yes ☐ No
8. Are you aware of any encroachments, boundary line disputes or non-utility easements affecting the Property? ☐ Yes ☒ No
9. Are there any features of the Property shared in common with adjoining landowners, such as walls, fences, roads or driveways? ☐ Yes ☒ No
If Yes, is the Property owner responsible for the maintenance of any such shared features? ☐ Yes ☐ No
10. Are you aware of any expansive soil, fill dirt, sliding, settling, earth movement, upheaval or earth stability problems that have occurred on the Property or in the immediate vicinity of the Property? ☐ Yes ☒ No
11. Are you aware of any diseased, dead or damaged trees or shrubs on the Property? ☐ Yes ☒ No
12. If you have answered "Yes" to any of the questions in Part 6, please attach documentation and explain here:

13. Additional Comments:

Narrow property between this property and the property to the south, only 10-15 ft wide.

Part 7. PLUMBING, SEWAGE AND WATER SYSTEMS:

1. What is the drinking water source on the Property? ☒ Public Water ☐ Private Water ☐ Well ☐ Cistern ☐ Other ☐ None
2. If the water source is a Well, please state: Type _____ Depth _____
Diameter _____ Age _____
3. If the drinking water source is a Well, has the water originating from the well ever been tested? ☐ Yes ☒ No
If Yes, please provide the results of such tests in separate documentation.
4. Does the Property have any sewage facilities on or connected to it? ☒ Yes ☐ No
If Yes, please specify: ☐ Public Sewer ☐ Private Sewer ☒ Septic System ☐ Lagoon ☐ Grinder Pump ☐ Cesspool
5. If there are sewage facilities on or connected to the Property, when were they last serviced? 2023
6. Are you aware of any problems relating to the plumbing, sewage or water systems on the Property? ☐ Yes ☒ No
If Yes, please explain:

7. Additional Comments:

Septic Tank replaced in 2023

Part 8. ELECTRICAL, NATURAL GAS AND HEATING AND COOLING SYSTEMS:

1. Is there electrical service connected to the Property? ☒ Yes ☐ No
If Yes, is there a meter? ☒ Yes ☐ No
2. If there is no electrical service connected to the Property, what is the distance to the electrical service? _____
3. What type of material is used in the electrical wiring (if known)? ☒ Copper ☐ Aluminum ☐ Unknown
4. What type of electrical panels exist on the Property (if known)? ☒ Breaker ☐ Fuse ☐ Unknown
Please specify the location of the electrical panels here: Main breaker-finished basement, Secondary-unfinished basement
5. Does the Property have heating systems? ☒ Yes ☐ No
If Yes, what type? ☐ Electric ☐ Fuel Oil ☒ Natural Gas ☐ Heat Pump ☐ Propane ☐ Other _____
If Yes, please provide the name, age and location of the unit along with the date that the unit was last serviced and by whom:

Garrison Heater, natural gas, 12/1/11
Rheem Heater, natural gas, 1/8/08

6. Does the Property have air conditioning? ☒ Yes ☐ No
 If Yes, what type? ☒ Central Electric ☐ Central Gas ☐ Heat Pump ☐ Window units ☐ Other _____
 If Yes, please provide the name, age and location of the unit along with the date that the unit was last serviced and by whom:

7. Does the Property have a water heater? ☒ Yes ☐ No
 If Yes, what type? ☐ Electric ☒ Gas ☐ Solar
 If Yes, please provide the name, age and location of the unit along with the date that the unit was last serviced and by whom:
 Garrison, 40 gal, 11/7/11
8. Are you aware of any problems relating to the electrical, gas and heating and cooling systems on the Property? ☐ Yes ☒ No
 If Yes, please explain:

9. Additional Comments:

Part 9. HAZARDOUS CONDITIONS:

1. Are you aware of any underground storage tanks on or near this Property? ☐ Yes ☒ No
2. Are you aware of any previous or current existence of hazardous conditions on the Property (e.g., storage tanks, oil tanks, oil spills, tires, batteries or other hazardous conditions)? ☐ Yes ☒ No
3. Are you in possession of any previous environmental reports (e.g., Phase 1 Environmental Reports)? ☐ Yes ☒ No
 If Yes, please attach a copy of the environmental reports.
4. Are you aware of the previous disposal of any hazardous waste products, chemicals, polychlorinated biphenyls (PCBs), hydraulic fluids, solvents, paints, illegal or other drugs or insulation on the Property? ☐ Yes ☒ No
5. Are you aware of any other environmental matters (e.g., discoloration of soil or vegetation or oil sheers in wet areas)? ☐ Yes ☒ No
6. Are you aware of any existing hazardous conditions on the Property or adjacent properties (e.g., methane gas, radon gas, methamphetamine production, radioactive material, landfill or toxic materials)? ☐ Yes ☒ No
7. Are you aware of any methamphetamine or other controlled substances being manufactured, stored or used on the Property? ☐ Yes ☒ No
8. Are you aware of any natural gas/oil wells, lines or storage facilities on the Property? ☐ Yes ☒ No
9. Are you aware of any other environmental conditions on the Property? ☐ Yes ☒ No
10. Have any other environmental inspections or tests been conducted on the Property? ☐ Yes ☒ No
11. If you have answered "Yes" to any of the questions in Part 9, please attach documentation and explain here:

12. Additional Comments:

Part 10. NEIGHBORHOOD INFORMATION AND HOMEOWNERS' ASSOCIATIONS:

1. Are you aware of any current/pending assessments, bonds or special taxes that apply to the Property? ☐ Yes ☒ No
2. Is the property subject to conditions, covenants or restrictions of a homeowners' association, common interest community or subdivision restrictions? ☐ Yes ☒ No
3. Are you aware of any violations of such conditions, covenants or restrictions on the Property? ☐ Yes ☒ No
4. Does the homeowners' association impose a transfer fee upon the sale of Property? ☐ Yes ☒ No

5. Are you aware of any damage, defect, proposed change or problem with any common areas or elements? ☐ Yes ☒ No
6. Are you aware of any condition or claim that may result in a change to the assessments or fees? ☐ Yes ☒ No
7. Are the streets privately owned? ☐ Yes ☒ No
8. Is the Property in a conservation, historic or special review district that requires any alterations or improvements to the Property to be approved by a board, commission or panel? ☐ Yes ☒ No
9. Is the Property subject to a tax abatement? ☐ Yes ☒ No
10. Is the Property subject to a right of first refusal? ☐ Yes ☒ No
11. If you have answered "Yes" to any of the questions in Part 10, please attach documentation and explain here:

12. If you are required to pay assessments, dues, fees or any other periodic charges to a homeowners' association or common interest community, please specify here the amount and frequency of those payments:

13. Additional Comments:

Part 11. OTHER MATTERS:

Are you aware of:

1. Any violation of zoning, setbacks or restrictions or of a non-conforming use on the Property? ☐ Yes ☒ No
2. Any violation of laws or regulations affecting the Property? ☐ Yes ☒ No
3. Any existing or threatened legal action pertaining to the Property? ☐ Yes ☒ No
4. Any litigation or settlement pertaining to the Property? ☐ Yes ☒ No
5. Any current or future special assessments pertaining to the Property? ☐ Yes ☒ No
6. Any other conditions that may materially and adversely affect the value or desirability of the Property? ☐ Yes ☒ No
7. Any other condition that may prevent you from completing the sale of the Property? ☐ Yes ☒ No
8. Any burial grounds on the Property? ☐ Yes ☒ No
9. Any leases on the Property? ☐ Yes ☒ No

If Yes, please attach a copy of each lease agreement and describe the tenant's rights and obligations for vacating the Property:

10. Any easements or leases on the Property regarding wind energy? ☐ Yes ☒ No
If Yes, please attach a copy of the easement or lease agreement.
11. Any public authority contemplating condemnation proceedings? ☐ Yes ☒ No
12. Any government rule limiting the future use of the Property other than existing zoning regulations? ☐ Yes ☒ No
13. Any government plans or discussion of public projects that could lead to the formation of a special benefit assessment district covering the Property or any portion of the Property? ☐ Yes ☒ No
14. Any interest in all or part of the Property that has been reserved by the previous owner or government action? ☐ Yes ☒ No
15. Any unrecorded interests affecting the Property? ☐ Yes ☒ No
16. Anything that would interfere in passing clear title to the BUYER? ☐ Yes ☒ No
17. Any general stains or pet stains to the carpet, flooring or sub-flooring? ☐ Yes ☒ No
18. If you have answered "Yes" to any of the questions in Part 11, please attach documentation and explain here:

19. Additional Comments:

Part 12. ACKNOWLEDGEMENT AND AGREEMENT:

- 1. The information provided in this Statement is the representation of the SELLER and not the representation of any real estate licensees involved in this transaction. Once the Statement is signed by both the BUYER and SELLER, the information contained in the Statement will become part of any Contract to purchase the Property between the BUYER and SELLER.
- 2. The information provided in this Statement has been furnished by the SELLER, who certifies to the truth thereof to the best of SELLER'S belief and knowledge, as of the date signed by the SELLER. Any substantive changes subsequent to initial completion of the Statement will be disclosed by the SELLER to the BUYER prior to the signing of the Contract to purchase the Property.
- 3. BUYER acknowledges that BUYER has received, read and understood a signed copy of the Statement from the SELLER, the SELLER'S agent or any other real estate licensees involved in this transaction.
- 4. BUYER agrees that BUYER has carefully inspected the Property. Subject to any inspections allowed under the Contract to purchase the Property with the SELLER, BUYER agrees to purchase the Property in its present condition only and without warranties or guarantees of any kind by the SELLER or any real estate licensee concerning the condition of the Property.
- 5. BUYER agrees to verify any of the above information that is important to the BUYER by an independent investigation. BUYER has been advised by the SELLER to have the Property examined by professional inspectors.
- 6. BUYER acknowledges that neither the SELLER nor any real estate licensees involved in the transaction are experts at detecting or repairing physical defects in the Property. BUYER states that no important representations of the SELLER or any real estate licensees involved in this transaction concerning the condition of the Property are being relied upon by the BUYER except as disclosed above or as fully set forth as follows and signed by the SELLER in this Statement or by real estate licensees in a separate document:

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

Derek Scott Montgomery

dotloop verified
05/28/24 12:34 PM CDT
APMF-0HKY-GJT7-P5KO

SELLER'S SIGNATUREDATE

BUYER'S SIGNATUREDATE

Samantha Dawn Montgomery

dotloop verified
05/29/24 7:05 PM CDT
TEVH-MLPD-IIVA-KPAS

SELLER'S SIGNATUREDATE

BUYER'S SIGNATUREDATE