



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

SELLER (Indicate Marital Status): DAVID MCCARTHY, ASP

PROPERTY: 3743 INDIANA ROAD, POMONA, KS 66076

1. NOTICE TO SELLER.

Be as complete and accurate as possible when answering the questions in this disclosure. Attach additional sheets if space is insufficient for all applicable comments. SELLER understands that the law requires disclosure of any material defects, known to SELLER, in the Property to prospective Buyer(s) and that failure to do so may result in civil liability for damages. Non-occupant SELLERS are not relieved of this obligation. This disclosure statement is designed to assist SELLER in making these disclosures. Licensee(s), prospective buyers and buyers will rely on this information. If residential dwelling on Property was built prior to 1978, SELLER is required to complete the federally mandated Lead Based Paint Disclosure Addendum.

2. NOTICE TO BUYER.

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

3. OCCUPANCY.

Approximate age of Property? 30 How long have you owned? 23 YEARS

Does SELLER currently occupy the Property? Yes ☐ No ☐

If "No", how long has it been since SELLER occupied the Property? years/months

☐ SELLER has never occupied the Property. SELLER to answer all questions to the best of SELLER'S knowledge.

4. TYPE OF CONSTRUCTION. ☒ Conventional/Wood Frame ☐ Modular ☐ Manufactured
☐ Mobile ☐ Other _____

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

a. Any fill or expansive soil on the Property? Yes ☐ No ☒

b. Any sliding, settling, earth movement, upheaval or earth stability problems on the Property? Yes ☐ No ☒

c. The Property or any portion thereof being located in a flood zone, wetlands area or **proposed** to be located in such as designated by FEMA which requires flood insurance? Yes ☐ No ☒

d. Any drainage or flood problems on the Property or adjacent properties? Yes ☐ No ☒

e. Any flood insurance premiums that you pay? Yes ☐ No ☒

f. Any need for flood insurance on the Property? Yes ☐ No ☒

g. Any boundaries of the Property being marked in any way? Yes ☒ No ☐

h. The Property having had a stake survey? Yes ☐ No ☒

i. Any encroachments, boundary line disputes, or non-utility easements affecting the Property? Yes ☐ No ☒

j. Any fencing on the Property? Yes ☐ No ☒

If "Yes", does fencing belong to the Property? N/A ☒ Yes ☐ No ☐

k. Any diseased, dead, or damaged trees or shrubs on the Property? Yes ☐ No ☒

l. Any gas/oil wells, lines or storage facilities on Property or adjacent property? Yes ☐ No ☒

m. Any oil/gas leases, mineral, or water rights tied to the Property? Yes ☐ No ☒

If any of the answers in this section are "Yes", explain in detail or attach other documentation: _____

<u>David</u>	Initials		Initials	
SELLER	SELLER		BUYER	BUYER

6. ROOF.

- a. Approximate Age: 13 years ☐ Unknown Type: Sh
- b. Have there been any problems with the roof, flashing or rain gutters? Yes ☐ No ☒
- If "Yes", what was the date of the occurrence? _____
- c. Have there been any repairs to the roof, flashing or rain gutters? Yes ☐ No ☒
- Date of and company performing such repairs 1
- d. Has there been any roof replacement? Yes ☐ No ☒
- If "Yes", was it: ☐ Complete or ☐ Partial
- e. What is the number of layers currently in place? 1 layers or ☐ Unknown.

If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation: _____

7. INFESTATION. ARE YOU AWARE OF:

- a. Any termites, wood destroying insects, or other pests on the Property? Yes ☐ No ☒
- b. Any damage to the Property by termites, wood destroying insects or other pests? Yes ☐ No ☒
- c. Any termite, wood destroying insects or other pest control treatments on the Property in the last five (5) years? Yes ☐ No ☒
- If "Yes", list company, when and where treated _____
- d. Any current warranty, bait stations or other treatment coverage by a licensed pest control company on the Property? Yes ☐ No ☒
- If "Yes", the annual cost of service renewal is \$ _____ and the time remaining on the service contract is _____.
- (Check one) ☐ The treatment system stays with the Property or ☐ the treatment system is subject to removal by the treatment company if annual service fee is not paid.

If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation: _____

8. STRUCTURAL, BASEMENT/CRAWL SPACE, FIREPLACE AND EXTERIOR ITEMS. ARE YOU AWARE OF:

- a. Any movement, shifting, deterioration, or other problems with walls, foundations, crawl space or slab? Yes ☐ No ☒
- b. Any cracks or flaws in the walls, ceilings, foundations, concrete slab, crawl space, basement floor or garage? Tip Yes ☒ No ☒
- c. Any corrective action taken including, but not limited to piercing or bracing? Yes ☐ No ☒
- d. Any water leakage or dampness in the house, crawl space or basement? Yes ☐ No ☒
- e. Any dry rot, wood rot or similar conditions on the wood of the Property? Yes ☐ No ☒
- f. Any problems with windows or exterior doors? Yes ☐ No ☒
- g. Any problems with driveways, patios, decks, fences or retaining walls on the Property? Yes ☐ No ☒
- h. Any problems with fireplace including, but not limited to firebox, chimney, chimney cap and/or gas line? N/A ☐ Yes ☐ No ☒
- Date of any repairs, inspection(s) or cleaning? _____
- Date of last use? _____
- i. Does the Property have a sump pump? Yes ☐ No ☒
- If "Yes", location: _____
- j. Any repairs or other attempts to control the cause or effect of any problem described above? Yes ☐ No ☒

If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation: _____

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
9. ADDITIONS AND/OR REMODELING.

- a. Are you aware of any additions, structural changes, or other material alterations to the Property? Yes ☐ No ☒
If "Yes", explain in detail: _____
- b. If "Yes", were all necessary permits and approvals obtained, and was all work in compliance with building codes? N/A ☐ Yes ☐ No ☐
If "No", explain in detail: _____

10. PLUMBING RELATED ITEMS.

- a. What is the drinking water source? ☒ Public ☐ Private ☒ Well ☐ Cistern ☐ Other: _____
If well water, state type _____ depth _____ diameter _____ age _____
- b. If the drinking water source is a well, has water been tested for safety? N/A ☐ Yes ☒ No ☐
If "Yes", when was the water last checked for safety? _____ (attach test results)
- c. Is there a water softener on the Property? Yes ☐ No ☒
If "Yes", is it: ☐ Leased ☐ Owned?
- d. Is there a water purifier system? Yes ☐ No ☒
If "Yes", is it: ☐ Leased ☐ Owned?
- e. What type of sewage system serves the Property? ☐ Public Sewer ☐ Private Sewer
☒ Septic System, Number of Tanks 1 ☐ Cesspool ☐ Lagoon ☐ Other _____
- f. Approximate location of septic tank and/or absorption field: _____
- g. The location of the sewer line clean out trap is: Patio
- h. Is there a sewage pump on the septic system? N/A ☒ Yes ☐ No ☐
- i. Is there a grinder pump system? Yes ☐ No ☒
- j. If there is a privately owned system, when was the septic tank, cesspool, or sewage system last serviced? _____ By whom? _____
- k. Is there a sprinkler system? Yes ☐ No ☒
Does sprinkler system cover full yard and landscaped areas? N/A ☒ Yes ☐ No ☐
If "No", explain in detail: _____
- l. Are you aware of any leaks, backups, or other problems relating to any of the plumbing, water, and sewage related systems? Yes ☐ No ☒
- m. Type of plumbing material currently used in the Property:
☐ Copper ☐ Galvanized ☐ PVC ☐ PEX ☐ Other _____
The location of the main water shut-off is: _____
- n. Is there a back flow prevention device on the lawn sprinkling system, sewer or pool? N/A ☒ Yes ☐ No ☐

If your answer to (l) in this section is "Yes", explain in detail or attach available documentation: _____

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SELLER | SELLER BUYER | BUYER

11. HEATING AND AIR CONDITIONING.

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

12. ELECTRICAL SYSTEM.

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

13. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:

- a. Any underground tanks on the Property? Yes ☐ No ☒
- b. Any landfill on the Property? Yes ☐ No ☒
- c. Any toxic substances on the Property (e.g. tires, batteries, etc.)? Yes ☐ No ☒
- d. Any contamination with radioactive or other hazardous material? Yes ☐ No ☒
- e. Any testing for any of the above-listed items on the Property? Yes ☐ No ☒
- f. Any professional testing for radon on the Property? Yes ☐ No ☒
- g. Any professional mitigation system for radon on the Property? Yes ☐ No ☒
- h. Any professional testing/mitigation for mold on the Property? Yes ☐ No ☒
- i. Any other environmental issues? Yes ☐ No ☒
- j. Any controlled substances ever manufactured on the Property? Yes ☐ No ☒
- k. Any methamphetamine ever manufactured on the Property? Yes ☐ No ☒
- (In Missouri, a separate disclosure is required if methamphetamine or other controlled substances have been produced on the Property, or if any resident of the Property has been convicted of the production of a controlled substance.)

If any of the answers in this section are "Yes", explain in detail or attach test results and other documentation: _____

 _____
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Initials

BUYER BUYER

210 **14. NEIGHBORHOOD INFORMATION & HOMEOWNER'S ASSOCIATION. ARE YOU AWARE OF:**

- 211 a. The Property located outside of city limits?..... Yes ☒ No ☐
- 212 b. Any current/pending bonds, assessments, or special taxes that
- 213 apply to Property? Yes ☐ No ☒
- 214 If "Yes", what is the amount? \$ _____
- 215 c. Any condition or proposed change in your neighborhood or surrounding
- 216 area or having received any notice of such? Yes ☐ No ☒
- 217 d. Any defect, damage, proposed change or problem with any
- 218 common elements or common areas? Yes ☐ No ☒
- 219 e. Any condition or claim which may result in any change to assessments or fees?..... Yes ☐ No ☒
- 220 f. Any streets that are privately owned? Yes ☐ No ☒
- 221 g. The Property being in a historic, conservation or special review district that
- 222 requires any alterations or improvements to the Property be approved by a
- 223 board or commission? Yes ☐ No ☒
- 224 h. The Property being subject to tax abatement?..... Yes ☐ No ☒
- 225 i. The Property being subject to a right of first refusal?..... Yes ☐ No ☐
- 226 If "Yes", number of days required for notice: _____
- 227 j. The Property being subject to covenants, conditions, and restrictions of a
- 228 Homeowner's Association or subdivision restrictions? Yes ☐ No ☒
- 229 k. Any violations of such covenants and restrictions? N/A ☒ Yes ☐ No ☐
- 230 l. The Homeowner's Association imposing its own transfer fee and/or
- 231 initiation fee when the Property is sold? N/A ☒ Yes ☐ No ☒
- 232 If "Yes", what is the amount? \$ _____
- 233 m. The Property being subject to a Homeowners Association fee?..... Yes ☐ No ☒
- 234 If "Yes", Homeowner's Association dues are paid in full until _____ in the amount of
- 235 \$ _____ payable ☐ yearly ☐ semi-annually ☐ monthly ☐ quarterly, sent to:
- 236 _____ and such includes:
- 237 _____
- 238 Homeowner's Association/Management Company contact name, phone number, website, or email address:
- 239 _____
- 240 _____
- 241 _____
- 242 n. The Property being subject to a secondary Master Community Homeowners Association fee?... Yes ☐ No ☒

243 If any of the answers in this section are "Yes" (except m), explain in detail or attach other documentation:

244 _____

245 _____

246 _____

247 _____

248 **15. PREVIOUS INSPECTION REPORTS.**

- 249 Has Property been inspected in the last twelve (12) months? Yes ☐ No ☒
- 250 If "Yes", a copy of inspection report(s) are available upon request.

251 **16. OTHER MATTERS. ARE YOU AWARE OF:**

- 252 a. Any of the following?
- 253 ☐ Party walls ☐ Common areas ☐ Easement Driveways Yes ☐ No ☐
- 254 b. Any fire damage to the Property? Yes ☐ No ☒
- 255 c. Any liens, other than mortgage(s)/deeds of trust currently on the Property? Yes ☐ No ☒
- 256 d. Any violations of laws or regulations affecting the Property? Yes ☐ No ☒
- 257 e. Any other conditions that may materially affect the value
- 258 or desirability of the Property? Yes ☐ No ☒
- 259 f. Any other condition, including but not limited to financial, that may prevent
- 260 you from completing the sale of the Property? Yes ☐ No ☒
- 261 g. Any animals or pets residing in the Property during your ownership? Yes ☒ No ☒
- 262 h. Any general stains or pet stains to the carpet, the flooring or sub-flooring? Yes ☐ No ☒
- 263 i. Missing keys for any exterior doors, including garage doors to the Property? Yes ☐ No ☒
- 264 List locks without keys _____
- 265 j. Any violations of zoning, setbacks or restrictions, or non-conforming uses? Yes ☐ No ☒
- 266 k. Any unrecorded interests affecting the Property? Yes ☐ No ☒

267 _____

268 _____

SELLER	SELLER	Initials	Initials	BUYER	BUYER
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- l. Anything that would interfere with giving clear title to the BUYER? Yes ☐ No ☒
- m. Any existing or threatened legal action pertaining to the Property? Yes ☐ No ☒
- n. Any litigation or settlement pertaining to the Property? Yes ☐ No ☒
- o. Any added insulation since you have owned the Property? Yes ☐ No ☒
- p. Having replaced any appliances that remain with the Property in the past five (5) years? Yes ☐ No ☒
- q. Any transferable warranties on the Property or any of its components? Yes ☐ No ☒
- r. Having made any insurance or other claims pertaining to the Property in the past five (5) years? Yes ☐ No ☒
If "Yes", were repairs from claim(s) completed? N/A ☐ Yes ☐ No ☒
- s. Any use of synthetic stucco on the Property? Yes ☐ No ☒

If any of the answers in this section are "Yes", explain in detail: _____

17. UTILITIES. Identify the name and phone number for utilities listed below.

Electric Company Name: _____	Phone # _____
Gas Company Name: _____	Phone # _____
Water Company Name: _____	Phone # _____
Trash Company Name: _____	Phone # _____
Other: _____	Phone # _____
Other: _____	Phone # _____

18. ELECTRONIC SYSTEMS AND COMPONENTS.

Any technology or systems staying with the Property? N/A ☐ Yes ☐ No ☒

If "Yes" list: _____

Upon Closing SELLER will provide BUYER with codes and passwords, or items will be reset to factory settings.

19. FIXTURES, EQUIPMENT AND APPLIANCES (FILL IN ALL BLANKS).

The Residential Real Estate Sale Contract, including this paragraph of the residential Seller's Disclosure and Condition of Property Addendum ("Seller's Disclosure"), not the MLS, or other promotional material, provides for what is included in the sale of the Property. Items listed in the "Additional Inclusions" or "Exclusions" in Subparagraphs 1b and 1c of the Contract supersede the Seller's Disclosure and the pre-printed list in Paragraph 1 of the Contract. If there are no "Additional Inclusions" or "Exclusions" listed, the Seller's Disclosure and the pre-printed list govern what is or is not included in this sale. If there are differences between the Seller's Disclosure and the Paragraph 1 list, the Seller's Disclosure governs. Unless modified by the Seller's Disclosure and/or the "Additional Inclusions" and/or the "Exclusions" in Paragraph 1b and/or 1c, all existing improvements on the Property (if any) and appurtenances, fixtures and equipment (which seller agrees to own free and clear), whether buried, nailed, bolted, screwed, glued or otherwise permanently attached to Property are expected to remain with Property, including, but not limited to:

Attached shelves, racks, towel bars	Fireplace grates, screens, glass doors
Attached lighting	Mounted entertainment brackets
Attached floor coverings	Plumbing equipment and fixtures
Bathroom vanity mirrors, attached or hung	Storm windows, doors, screens
Fences (including pet systems)	Window blinds, curtains, coverings and window mounting components

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SELLER	SELLER	BUYER BUYER

- 324 **Fill in all blanks using one of the abbreviations listed below.**
 325 "OS" = Operating and Staying with the Property (any item that is performing its intended function).
 326 "EX" = Staying with the Property but Excluded from Mechanical Repairs; cannot be an Unacceptable
 327 Condition.
 328 "NA" = Not applicable (any item not present).
 329 "NS" = Not staying with the Property (item should be identified as "NS" below.)
 330
 331

332 OS Air Conditioning Window Units, # 1
 333 OS Air Conditioning Central System
 334 OS Attic Fan
 335 Ceiling Fan(s), #
 336 NA Central Vac and Attachments
 337 NA Closet Systems, Location
 338 NA Camera-Surveillance Equipment
 339 OS Doorbell
 340 Electric Air Cleaner or Purifier
 341 Electric Car Charging Equipment
 342 OS Exhaust Fan(s) - Baths
 343 Fences - Invisible & Controls
 344 Fireplace(s), # 1
 Location #1 Location #2
 346 Chimney Chimney
 347 Gas Logs Gas Logs
 348 Gas Starter Gas Starter
 349 Heat Re-circulator Heat Re-circulator
 350 Insert Insert
 351 ✓ Wood Burning Wood Burning
 352 Other Other
 353 Fountain(s)
 354 OS Furnace/Heat Pump/Other Heating System
 355 OS Garage Door Keyless Entry
 356 OS Garage Door Opener(s), # 4
 357 OS Garage Door Transmitter(s), # 4
 358 Generator
 359 Humidifier
 360 Intercom
 361 Jetted Tub
 362 **KITCHEN APPLIANCES**
 363 **Cooking Unit**
 364 ✓ Stove/Range
 ✓ Elec. Gas Convection
 366 Built-in Oven
 ✓ Elec. Gas Convection
 368 ✓ Cooktop ✓ Elec. Gas
 369 ✓ Microwave Oven
 370 ✓ Dishwasher
 371 ✓ Disposal
 372 ✓ Freezer
 373 Location Kitchen
 374 Refrigerator (#1)
 375 Location
 376 Refrigerator (#2)
 377 Location
 378 Trash Compactor


NS Laundry - Washer
NS Laundry - Dryer
 Elec. Gas
MOUNTED Entertainment Equipment
 TV, Location
 TV, Location
 TV, Location
 TV, Location
 Speakers, Location
 Speakers, Location
 Other/Location
 Other/Location
 Other/Location
 Other/Location
Outside Cooking Unit
OS Propane Tank
 ✓ Owned Leased
 Security System
 Owned Leased
 Smoke/Fire Detector(s), #
 Shed(s), #
 Spa/Hot Tub
 Spa/Sauna
 Spa Equipment
 Sprinkler System Auto Timer
 Sprinkler System Back Flow Valve
 Sprinkler System (Components & Controls)
 Statuary/Yard Art
 Swing set/Playset
 Sump Pump(s), #
 Swimming Pool (Swimming Pool Rider Attached)
 Swimming Pool Heater
 Swimming Pool Equipment
 TV Antenna/Receiver/Satellite Dish
 Owned Leased
OS Water Heater(s)
OS Water Softener and/or Purifier
 Owned Leased
OS Wood Burning Stove
 Yard Light
 Elec. Gas
 Boat Dock, ID#
NS Other FLAG POLE
 Other
 Other
 Other
 Other

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SELLER	SELLER	BUYER	BUYER

Disclose any material information and describe any significant repairs, improvements or alterations to the Property not fully revealed above. If applicable, state who did the work. Attach to this disclosure any repair estimates, reports, invoices, notices or other documents describing or referring to the matters revealed herein:

The undersigned SELLER represents, to the best of their knowledge, the information set forth in the foregoing Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure Statement to be a warranty or guarantee of any kind. SELLER hereby authorizes the Licensee assisting SELLER to provide this information to prospective BUYER of the Property and to real estate brokers and licensees. **SELLER will promptly notify Licensee assisting the SELLER, in writing, if any information in this disclosure changes prior to Closing, and Licensee assisting the SELLER will promptly notify Licensee assisting the BUYER, in writing, of such changes. (SELLER and BUYER initial and date any changes and/or attach a list of additional changes. If attached, # of pages).**

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

 8.26.24
SELLER DATE SELLER DATE

BUYER ACKNOWLEDGEMENT AND AGREEMENT

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

BUYER DATE BUYER DATE

Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of the Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised September 2023. All previous versions of this document may no longer be valid. Copyright January 2024.