



SELLER PROPERTY CONDITION DISCLOSURE **STATEMENT EXEMPTION**

A Seller Property Condition Disclosure for _____ (address) is not required by law due to one of the following exemptions (check one):

- a) ☐ Pursuant to a court order, a foreclosure sale, or a sale by a trustee under a power of sale in a deed of trust;
- b) ☐ By a trustee in bankruptcy;
- c) ☐ To a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- d) ☐ By a mortgagee, a beneficiary under a deed of trust, or a seller under land contract who has acquired the real property at a sale conducted pursuant to a power of sale under a deed of trust, at a sale pursuant to a court-ordered foreclosure, or by a deed in lieu of foreclosure;
- e) ☒ By a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust except when the fiduciary is also the occupant or was an occupant of one of the dwelling units being sold;
- f) ☐ From one or more co-owners to one or more other co-owners;
- g) ☐ Made to a spouse or to a person or persons in the lineal line of consanguinity of one or more of the transferors;
- h) ☐ Between spouses resulting from a decree of dissolution of marriage or a decree of legal separation or from a property settlement agreement incidental to such a decree;
- i) ☐ Pursuant to a merger, consolidation, sale or transfer of assets of a corporation pursuant to a plan of merger or consolidation filed with the Secretary of State;
- j) ☐ To or from any governmental entity;
- k) ☐ Of newly constructed residential real property which has never been occupied;
- l) ☐ From a third-party relocation company if the third-party relocation company has provided the prospective purchaser a disclosure statement from the most immediate seller unless the most immediate seller meets one of the exceptions in this section. If a disclosure statement is required, and if a third-party relocation company fails to supply a disclosure statement from its most immediate seller on or before the effective date of any contract which binds the purchaser to purchase the real property, the third-party relocation company shall be liable to the prospective purchaser to the same extent as a seller under this section.

Linda Scholting dotloop verified
05/19/25 12:29 PM CDT
07MU-IKO4-P55N-HEBL

Seller Signature Date

Purchaser Signature Date

Purchaser Signature Date