



# SELLER DISCLOSURE OF PROPERTY CONDITION

(To be delivered prior to buyer making Offer to Buy Real Estate)

Property Owner(s) & Address:

210 Market St Sioux City Ho/evos

**Purpose of Disclosure:** Completion of Section I this form is required under Chapter 558A of the Iowa code which mandates the Seller(s) disclose condition and information about the property, unless exempt:

**Exempt Properties:** Properties exempted from the Seller's disclosure requirement include (IA Code 558A): Bare ground; property containing 5 or more dwellings units; court ordered transfers; transfers by a power of attorney; foreclosures; lenders selling foreclosed properties; fiduciaries in the course of an administration of an decedent's estate, guardianship, conservatorship, or trust; between joint tenants, or tenants in common; to or from any governmental division; quit claim deeds; intra family transfers; between divorcing spouses; commercial or agricultural property which has no dwellings.

Seller(s) certifies that the property is exempt from the requirement(s) of Iowa Code 558A because one of the above exemptions apply. If so, you may stop here.

Seller	Date	Seller	Date
Buyer	Date	Buyer	Date

**Instructions to the Seller:** (1) Complete this form yourself. (2) Report known conditions materially affecting the property and utilize ordinary care in obtaining the information. (3) Provide information in good faith and make a reasonable effort to ascertain the required information. (4) Additional pages or reports may be attached. (5) If some items do not apply to your property, write "NA" (not applicable). (6) All approximations must be identified "AP". If you do not know the facts, write or check UNKNOWN. (7) Keep a copy of this statement.

**Seller's Disclosure Statement:** Seller discloses the following information regarding the property and certifies this information is true and accurate to the best of my/our knowledge as of the date signed. Seller authorizes Agent to provide a copy of this statement to any person or entity in connection with actual or anticipated sale of the property or as otherwise provided by law. This statement shall not be a warranty of any kind by Seller or Seller's Agent and shall not be intended as a substitute for any inspection or warranty the purchaser may wish to obtain. The following are representations made by Seller and are not by any Agent acting on behalf of the Seller. **The Agent has no independent knowledge of the condition of the property except that which is written on this form. Seller advises Buyer to obtain independent inspections relevant to Buyer.**

Seller initials MSJ Buyer initials \_\_\_\_\_

## I. Property Conditions, Improvements and Additional Information: (Section I is Mandatory)

1. **Basement/Foundation:** Has there been known water or other problems? Yes  No  Unknown  If yes, please explain: \_\_\_\_\_
2. **Roof:** Any known problems? Yes  No  Unknown  Type Shingles.  
Unknown  Date of repairs/replacement July 2009 Unknown   
Describe: \_\_\_\_\_
3. **Well and pump:** Any known problems? Yes  No  Unknown  Type of well (depth/diameter), age and date of repair: \_\_\_\_\_ Has the water been tested? Yes  No  Unknown   
If yes, date of last report/results: \_\_\_\_\_
4. **Septic tanks/drain fields:** Any known problems? Yes  no  Unknown  Location of tank \_\_\_\_\_  
Unknown  Age \_\_\_\_\_ Unknown   
Has the system been inspected within 2 years or pumped/cleaned within 3 years?  
Yes  No  UNK  Date of inspection \_\_\_\_\_ UNK  Date tank last cleaned/pumped \_\_\_\_\_ UNK

- 5. Sewer: Any known problems? Yes  No  Any known repairs/replacement? Yes  No   
Date of repairs \_\_\_\_\_
- 6. Heating system(s): Any known problems? Yes  No  Any known repairs/replacement? Yes  No   
Date of repairs \_\_\_\_\_
- 7. Central Cooling system(s): Any known problems? Yes  No  Any known repairs/replacement? Yes  No   
Date of repairs \_\_\_\_\_
- 8. Plumbing system(s): Any known problems? Yes  No  Any known repairs/replacement? Yes  No   
Date of repairs \_\_\_\_\_
- 9. Electrical system(s): Any known problems? Yes  No  Any known repairs/replacement? Yes  No   
Date of repairs \_\_\_\_\_
- 10. Pest Infestation: (wood-destroying insects, bats, snakes, rodents, destructive/troublesome animals, etc.)  
Any known problems? Yes  No  Unknown  Date of treatment \_\_\_\_\_  
Previous Infestation/Structural Damage? Yes  No  Date of repairs \_\_\_\_\_
- 11. Asbestos: Is asbestos present in any form in the property? Yes  No  Unknown  If yes, explain: \_\_\_\_\_  
\_\_\_\_\_
- 12. Radon: Any known tests for the presence of radon gas? Yes  No  If yes, test results? \_\_\_\_\_  
Date of last report \_\_\_\_\_  
If Buyer tests for Radon, Seller Agrees to release testing results to Buyer  Yes
- 13. Lead Based Paint: Known to be present or has the property been tested for the presence of lead based paint?  
Yes  No  Unknown  If yes, what were the test results? \_\_\_\_\_  
\_\_\_\_\_
- Has the lead disclosure form and pamphlet been provided? Yes  No
- 14. Any known encroachments, easements, "common areas" (facilities like pools, tennis courts, walkways or other areas co-owned with others), zoning matters, nonconforming uses, or a Homeowners Association which has any authority over the property? Yes  No  Unknown
- 15. Features of the property known to be shared in common with adjoining landowners, such as walls, fences, roads and driveways whose use or maintenance responsibility may have an effect on the property?  
Yes  No  Unknown
- 16. Structural Damage: Any known structural damage? Yes  No  Unknown
- 17. Physical Problems: Any known settling, flooding, drainage or grading problems? Yes  No  Unknown
- 18. Is the property located in a flood plain? Yes  No  Unknown  If yes, flood plain designation \_\_\_\_\_  
\_\_\_\_\_
- 19. Do you know the zoning classification of this property? Yes  No  Unknown   
What is the zoning? \_\_\_\_\_
- 20. Covenants: Is the property subject to restrictive covenants? Yes  No  Unknown   
If yes, attach a copy OR state where a true, current copy of the covenants can be obtained:  
 On file at County Recorder's office or: \_\_\_\_\_  
\_\_\_\_\_

You **MUST** explain any "Yes" responses above (Attach additional sheets if necessary): \_\_\_\_\_  
\_\_\_\_\_

Seller initials MSA Buyer initials \_\_\_\_\_



- 3. Are there any known current, preliminary, proposed or future assessments by any governing body or owner's association of which you have knowledge? Yes  No  Unknown
- 4. Mold: Does property contain toxic mold that adversely affects the property or occupants? Yes  No  Unknown
- 5. Private burial grounds: Does property contain any private burial ground? Yes  No  Unknown
- 6. Neighborhood or Stigmatizing conditions or problems affecting this property? Yes  No  Unknown
- 7. Energy Efficiency Testing: Has the property been tested for energy efficiency? Yes  No  Unknown   
If yes, what were the test results? \_\_\_\_\_
- 8. Attic Insulation: Type \_\_\_\_\_ Unknown  Amount \_\_\_\_\_ Unknown
- 9. Are you aware of any area environmental concerns? Yes  No  Unknown  If yes, please explain: \_\_\_\_\_
- 10. Are you related to the listing agent? Yes  No  If yes, how? \_\_\_\_\_
- 11. Where survey of property may be found: \_\_\_\_\_

If the answer to any item is yes, please explain. Attach additional sheets, if necessary: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

12. Repairs: Any repair(s) to property not so noted: (Date of repairs, Name of repair company if utilized.) (Note: Repairs are not normal maintenance items) (Attach additional sheets, if necessary)  
*Repaired both units, new carpet in downstairs unit Sept. 2008, new carpet upstairs unit, Dec 2009*

Seller has owned the property since 6/26/2008 (date). Seller has indicated above the history and condition of all the items based solely on the information known or reasonably available to the Seller(s). If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold Broker liable for any representations not directly made by Broker or Broker's affiliated licensees (brokers and salespersons). **Seller hereby acknowledges Seller has retained a copy of this statement.**

**Seller acknowledges requirement that Buyer be provided with the "Iowa Radon Home-Buyers and Sellers Fact Sheet" prepared by the Iowa Department of Public Health.**

Seller *Michael J. Allen* Seller *Adress, LLC Series I* Date *3/12/10*

**Buyer hereby acknowledges receipt of a copy of this statement. This statement is not intended to be a warranty or to substitute for any inspection the buyer(s) may wish to obtain.**

**Buyer acknowledges receipt of the "Iowa Radon Home-Buyers and Sellers Fact Sheet" prepared by the Iowa Department of Public Health.**

Buyer \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_

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

Address: 210 Market St Sioux City

**Lead Warning Statement**

Every purchaser 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.

**SELLER'S DISCLOSURE (initial)**

[Signature] (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):  
 Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).  
\_\_\_\_\_

[Signature]  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and Reports available to the Seller (check one below):  
 Seller has provided the Purchaser 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.

**PURCHASER'S ACKNOWLEDGEMENT (initial)**

\_\_\_\_\_ (c)  Purchaser has received copies of all information listed above.  
or,  No Records or Reports were available (see (b) above).

\_\_\_\_\_ (d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home, Lead Poisoning: How to Protect Iowa Families*, or a similarly approved booklet.

\_\_\_\_\_ (e) Purchaser 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.

**AGENT'S ACKNOWLEDGEMENT (initial)**

[Signature] (f) Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**CERTIFICATE OF ACCURACY**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate:

[Signature] Seller 3/12/10 Date \_\_\_\_\_ Purchaser Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_ Purchaser \_\_\_\_\_ Date \_\_\_\_\_  
[Signature] Seller's Agent 3-12-10 Date \_\_\_\_\_ Purchaser's Agent \_\_\_\_\_ Date \_\_\_\_\_

Address: \_\_\_\_\_

## Inspection Addendum Acknowledgement

Before you make an offer to purchase a Property, please read and consider the following:

If this is a pre-owned home, it is not in new condition, and you should not expect it to be perfect in every respect.

1. If you have specific concerns about the property, such as, but not limited to, the condition of the roof, basement, furnace, air conditioning, plumbing or electrical service, structural integrity, the lot size or whether it has a septic or sewer system, it is recommended that you obtain an inspection by a qualified professional trained in your specific area of concern.
2. It is recommended that you obtain a **General Home Inspection** from a qualified inspector to determine the integrity of the internal and external components of the dwelling. An appraisal is not intended to be a substitute for such an inspection.
3. Buyers are hereby notified and understand that radon gas and some molds have the potential to cause serious health problems. It is also recommended that if you have a concern about radon or mold in the property, you obtain tests from qualified inspectors to determine if they are present in the property.

**Radon** is an invisible and odorless gaseous radioactive element.

**Mold** is a general term for visible growth of fungus, whether it is visible directly or is visible when barriers, such as building components (for example, walls) or furnishings (for example, carpets), are removed.

The following is a partial list of Home Inspectors who can perform a general home inspection, mold test or radon test for you.

**See your local directory**

4. All inspections should be completed and reports returned within 10 days after the final acceptance or the allotted time period specified in the purchase agreement, and any deficiencies or repairs should be noted and sent to sellers within this same period.
  5. Although a Realtor should generally try to relate to you whatever he or she knows about a property, you should not simply rely upon that information as a guarantee against defects and malfunctions. You should understand that such information may be merely a recital of what the Realtor has been told by others.
  6. Information on the Sellers Property Disclosure form has not been verified. If any items on this disclosure are of concern to you, you should seek professional advice. Additionally, you may wish to consider purchasing a home warranty plan.
  7. If any of the following are important factors in your decision to purchase a particular property, you are urged to make an independent investigation to satisfy yourself:
    - a. The school district in which the property is located,
    - b. The specific school which your child would attend,
    - c. The location of known sex offenders at: [www.familywatchdog.us](http://www.familywatchdog.us).
    - d. the zoning of the property or potential future zoning,
    - e. whether there are any code violations on the property,
    - f. whether the property is in a flood plain
- You should not solely rely on what you may have been told.
8. Prior to closing you will have an opportunity to conduct a walk-through inspection of the property. If you feel the condition of the property, the condition of any built-in appliances, or the condition of the heating, air conditioning, water heating, sewer, plumbing or electrical systems are not in accordance with the terms of the purchase agreement, you should consider:
    - a. Requiring that appropriate repairs are made prior to closing,
    - b. Requiring sufficient funds be withheld from the Sellers at closing and designated for such repairs, or
    - c. Refusing to close until a satisfactory written agreement is reached to address these concerns.

**I/we have read and understand the above information and acknowledge receiving a copy of it. I/we the undersigned, acknowledge that I/we have been advised and encouraged to have the property inspected and also tested for mold and radon. I/we have been given the opportunity to review this Agreement with the buyer's attorney or any other representative of our choosing. I/we do hereby release, indemnify, hold harmless and forever discharge the broker, agents and real estate companies involved in this transaction from any and all claims, liabilities, or causes of action of any kind that the buyers may now have or at any time in the future may have resulting from any and all of the issues covered in this Inspection Addendum Acknowledgement.**

Buyer

Date

Buyer

Date