

# Property Condition Disclosure Statement

Name of Seller or Sellers: PHILIP & IRENE T DAVIS

Property Address: 9401 Hamilton St. Chadwicks, NY 13319

## General Instructions:

The Property Condition Disclosure Act requires the seller of residential real property to cause this disclosure statement or a copy thereof to be delivered to a buyer or buyer's agent prior to the signing by the buyer of a binding contract of sale.

## Purpose of Statement:

This is a statement of certain conditions and information concerning the property known to the seller. This Disclosure Statement is not a warranty of any kind by the seller or by any agent representing the seller in this transaction. It is not a substitute for any inspections or tests and the buyer is encouraged to obtain his or her own independent professional inspections and environmental tests and also is encouraged to check public records pertaining to the property.

A knowingly false or incomplete statement by the seller on this form may subject the seller to claims by the buyer prior to or after the transfer of title. In the event a seller fails to perform the duty prescribed in this article to deliver a Disclosure Statement prior to the signing by the buyer of a binding contract of sale, the buyer shall receive upon the transfer of title a credit of \$500 against the agreed upon purchase price of the residential real property.

"Residential real property" means real property improved by a one to four family dwelling used or occupied, or intended to be used or occupied, wholly or partly, as the home or residence of one or more persons, but shall not refer to (a) unimproved real property upon which such dwellings are to be constructed or (b) condominium units or cooperative apartments or (c) property on a homeowners' association that is not owned in fee simple by the seller.

## Instructions to the Seller:

- Answer all questions based upon your actual knowledge.
- Attach additional pages with your signature if additional space is required.
- Complete this form yourself.
- If some items do not apply to your property, check "NA" (Non-applicable). If you do not know the answer check "Unkn" (Unknown).

## Seller's Statement:

The seller makes the following representations to the buyer based upon the seller's actual knowledge at the time of signing this document. The seller authorizes his or her agent, if any, to provide a copy of this statement to a prospective buyer of the residential real property. The following are representations made by the seller and are not the representations of the seller's agent.

## GENERAL INFORMATION

- How long have you owned the property? ..... 15 years +
- How long have you occupied the property? ..... 15 years +
- What is the age of the structure or structures? ..... built early 1900's  
*Note to buyer - If the structure was built before 1978 you are encouraged to investigate for the presence of lead based paint..*
- Does anybody other than yourself have a lease, easement or any other right to use or occupy any part of your property other than those stated in documents available in the public record, such as rights to use a road or path or cut trees or crops? .....  Yes  No  Unkn  NA
- Does anybody else claim to own any part of your property? If Yes, explain below .....  Yes  No  Unkn  NA

# Property Condition Disclosure Statement

6. Has anyone denied you access to the property or made a formal legal claim challenging your title to the property? *If Yes, explain below* .....  Yes  No  Unkn  NA

\_\_\_\_\_

7. Are there any features of the property shared in common with adjoining landowners or a homeowner's association, such as walls, fences or driveways? *If Yes, describe below* .....  Yes  No  Unkn  NA

\_\_\_\_\_

8. Are there any electric or gas utility surcharges for line extensions, special assessments or homeowner or other association fees that apply to the property? *If Yes, explain below* .....  Yes  No  Unkn  NA

\_\_\_\_\_

9. Are there certificates of occupancy related to the property? *If No, explain below* .....  Yes  No  Unkn  NA

\_\_\_\_\_

## ENVIRONMENTAL

### Note to Seller:

In this section, you will be asked questions regarding petroleum products and hazardous or toxic substances that you know to have been spilled, leaked or otherwise been released on the property or from the property onto any other property. Petroleum products may include, but are not limited to, gasoline, diesel fuel, home heating fuel, and lubricants. Hazardous or toxic substances are products that could pose short or long-term danger to personal health or the environment if they are not properly disposed of, applied or stored. These include, but are not limited to, fertilizers, pesticides and insecticides, paint including paint thinner, varnish remover and wood preservatives, treated wood, construction materials such as asphalt and roofing materials, antifreeze and other automotive products, batteries, cleaning solvents including septic tank cleaners, household cleaners and pool chemicals and products containing mercury and lead.

### Note to Buyer:

If contamination of this property from petroleum products and/or hazardous or toxic substances is a concern to you, you are urged to consider soil and groundwater testing of this property.

10. Is any or all of the property located in a designated floodplain? *If Yes, explain below* .....  Yes  No  Unkn  NA

\_\_\_\_\_

11. Is any or all of the property located in a designated wetland? *If Yes, explain below* .....  Yes  No  Unkn  NA

\_\_\_\_\_

12. Is the property located in an agricultural district? *If Yes, explain below* .....  Yes  No  Unkn  NA

\_\_\_\_\_

13. Was the property ever the site of a landfill? *If Yes, explain below* .....  Yes  No  Unkn  NA

\_\_\_\_\_

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- 14. Are there or have there ever been fuel storage tanks above or below the ground on the property?
• If Yes, are they currently in use?
• Location(s)
• Are they leaking or have they ever leaked? If Yes, explain below
15. Is there asbestos in the structure? If Yes, state location or locations below
16. Is lead plumbing present? If Yes, state location or locations below
17. Has a radon test been done? If Yes, attach a copy of the report
18. Has motor fuel, motor oil, home heating fuel, lubricating oil or any other petroleum product, methane gas, or any hazardous or toxic substance spilled, leaked or otherwise been released on the property or from the property onto any other property? If Yes, describe below
19. Has the property been tested for the presence of motor fuel, motor oil, home heating fuel, lubricating oil, or any other petroleum product, methane gas, or any hazardous or toxic substance? If Yes, attach report(s)

STRUCTURAL

- 20. Is there any rot or water damage to the structure or structures? If Yes, explain below
21. Is there any fire or smoke damage to the structure or structures? If Yes, explain below
22. Is there any termite, insect, rodent or pest infestation or damage? If Yes, explain below
23. Has the property been tested for termite, insect, rodent or pest infestation or damage? If Yes, please attach report(s)
24. What is the type of roof/roof covering (slate, asphalt, other)?
• Any known material defects?
• How old is the roof?

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• Is there a transferable warrantee on the roof in effect now? If Yes, explain below . . . .  Yes  No  Unkn  NA

25. Are there any know material defects in any of the following structural systems: footings, beams, girders, lintels, columns or partitions? If Yes, explain below . . . . .  Yes  No  Unkn  NA

MECHANICAL SYSTEMS AND SERVICES

26. What is the water source? (Circle all that apply) . . . . . well, private, municipal  
other: \_\_\_\_\_

• If municipal, is it metered? . . . . .  Yes  No  Unkn  NA

27. Has the water quality and/or flow rate been tested? If Yes, describe below . . . . .  Yes  No  Unkn  NA

28. What is the type of sewage system? (Circle all that apply) . . . . . public sewer private sewer, septic, cesspool

- If septic or cesspool, age? . . . . . \_\_\_\_\_
- Date last pumped? . . . . . \_\_\_\_\_
- Frequency of pumping? . . . . . \_\_\_\_\_
- Any known material defects? If Yes, explain below . . . . .  Yes  No  Unkn  NA

29. Who is your electrical service provider? . . . . . National Grid  
• What is the amperage? . . . . . 200 amp  
• Does it have circuit breakers or fuses? . . . . . circuit breakers  
• Private or public poles? . . . . . public  
• Any known material defects? If yes, explain below . . . . .  Yes  No  Unkn  NA

30. Are there any flooding, drainage or grading problems that resulted in standing water on any portion of the property? If Yes, state locations and explain below . . . . .  Yes  No  Unkn  NA

31. Does the basement have seepage that results in standing water? If Yes, explain below . . . .  Yes  No  Unkn  NA

Are there any known material defects in any of the following? If Yes, explain below. Use additional sheets if necessary . . . . .

32. Plumbing system? . . . . .  Yes  No  Unkn  NA

33. Security system? . . . . .  Yes  No  Unkn  NA

34. Carbon monoxide detector? . . . . .  Yes  No  Unkn  NA

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- 35. Smoke detector? .....  Yes  No  Unkn  NA
- 36. Fire sprinkler system? .....  Yes  No  Unkn  NA
- 37. Sump pump? .....  Yes  No  Unkn  NA
- 38. Foundation/slab? .....  Yes  No  Unkn  NA
- 39. Interior walls/ceilings? .....  Yes  No  Unkn  NA
- 40. Exterior walls or siding? .....  Yes  No  Unkn  NA
- 41. Floors? .....  Yes  No  Unkn  NA
- 42. Chimney/fireplace or stove? .....  Yes  No  Unkn  NA
- 43. Patio/deck? .....  Yes  No  Unkn  NA
- 44. Driveway? *concrete. Drive has 2 cracks* .....  Yes  No  Unkn  NA
- 45. Air conditioner? .....  Yes  No  Unkn  NA
- 46. Heating system? .....  Yes  No  Unkn  NA
- 47. Hot water heater? .....  Yes  No  Unkn  NA

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48. The property is located in the following school district Sagehit Valley Central Schools  Unkn

**Note:** Buyer is encouraged to check public records concerning the property (e.g. tax records and wetland and floodplain maps).

*The seller should use this area to further explain any item above. If necessary, attach additional pages and indicate here the number of additional pages attached.*

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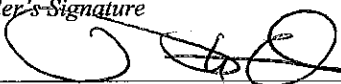
*Property Condition Disclosure Statement*

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**Seller's Certification:**

Seller certifies that the information in this Property Condition Disclosure Statement is true and complete to the seller's actual knowledge as of the date signed by the seller. If a seller of residential real property acquires knowledge which renders materially inaccurate a Property Condition Disclosure Statement provided previously, the seller shall deliver a revised Property Condition Disclosure Statement to the buyer as soon as practicable. In no event, however, shall a seller be required to provide a revised Property Condition Disclosure Statement after the transfer of title from the seller to the buyer or occupancy by the buyer, whichever is earlier.

*Seller's Signature*

X  \_\_\_\_\_

Date 3-30-10

*Seller's Signature*

X Jane T Davis \_\_\_\_\_

Date 3-30-10

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**Buyer's Acknowledgment:**

Buyer acknowledges receipt of a copy of this statement and buyer understands that this information is a statement of certain conditions and information concerning the property known to the seller. It is not a warranty of any kind by the seller or seller's agent and is not a substitute for any home, pest, radon or other inspections or testing of the property or inspection of the public records.

*Buyer's Signature*

X \_\_\_\_\_

Date \_\_\_\_\_

*Buyer's Signature*

X \_\_\_\_\_

Date \_\_\_\_\_

ADDITIONAL PROPERTY INFORMATION

Property Address: 9401 Hamilton St. Chadwick NY 13319

Water Heater:  Gas  Electric  Propane  Oil  
Age: 4 years Gallons: 40 How many:       

Cooking Stove:  Gas  Electric  Propane

Type of heating system: Gas/Hot water Age: 2 years

Date last serviced: 10-09 Fuel Provider:       

Air Conditioner: Yes or  No Age:       

Average Monthly Utilities:

Electric:  Gas:  National Grid budget Plan \$164.00 month

Oil:        Propane:       

Wood used:        Pellets used:       

Attic:  None  Full  Crawl

Radon Tested: Yes or  No Date:        Radon Level:       

Mitigation system installed: Yes or No

Road maintained by:  Town  County  State  Village  City  Private

Fireplace: Last used: 10-09 Last cleaned:         
 Wood  Gas  Propane

Septic Location:       

Well Location:       

Is well above ground  underground  encased  not encased

Mobile Homes: Exterior  Aluminum  Vinyl  Other

Tie Downs: Yes or No

Depth of foundation below frost line:        Slab  Gravel  Block

Lot Rent: \$        Includes:       

Multi-Family Flooring:       

Seller: [Signature] Date: 3-30-10

Seller: Gene T Davis Date: 3-30-10

I have read this Additional Property Information and have received a copy of it. I acknowledge that this statement is not a representation or warranty of any kind by Seller or any agent of the Seller and is not a substitute for a home inspection or other tests that are available to me to assess the physical condition of the property.

Buyer:        Date:         
Buyer:        Date:

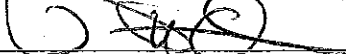
## Optional Broker/Agent Disclosure Confirmation Form

The broker/agent disclosure confirmation text below can be used to memorialize that sellers and buyers have been informed of their rights and obligations under the Property Condition Disclosure Act. The text may be used as a separate form(s) or included in your listing agreements. Important Note: The Property Condition Disclosure Statement is mandatory. The broker/agent disclosure confirmation text is optional, but recommended.

### DISCLOSURE TO SELLER REGARDING PROPERTY CONDITION DISCLOSURE STATEMENT

As the seller of residential real property, you are required by law to complete and sign a Property Condition Statement as prescribed by Real Property Law 462(2) and cause it, or a copy thereof, to be delivered to a buyer or buyer's agent prior to the signing of a binding contract of sale. A copy of the Property Condition Disclosure Statement containing the signatures of both the buyer and seller must be attached to the real estate purchase contract. If you acquire knowledge which renders materially inaccurate a Property Condition Disclosure Statement previously provided, you must deliver a revised Property Condition Disclosure Statement to the buyer as soon as practicable. In no event, however, will you be required to provide a revised Property Condition Disclosure Statement after the transfer of title from you to the buyer or after the buyer has commenced occupancy of the property. If you fail to deliver a Property Condition Disclosure Statement to the buyer prior to the buyer signing a binding contract of sale, the buyer will be entitled to a credit in the amount of \$500.00 against the purchase price of the property upon the transfer of title.

I have received and read this disclosure notice.

Dated: 3-30-10 Seller: 

Seller: Shane Davis

### DISCLOSURE TO BUYER REGARDING PROPERTY CONDITION DISCLOSURE STATEMENT

As a buyer of residential real property, you are entitled by law to receive from the seller a signed Property Condition Disclosure Statement as prescribed by Real Property Law 462(2) prior to your signing of a binding contract of sale. A copy of the Property Condition Disclosure Statement containing the signatures of both the buyer and seller must be attached to the real estate purchase contract. You are also entitled to receive a revised Property Condition Disclosure Statement as soon as practicable in the event that the seller acquires knowledge which renders materially inaccurate a Property Condition Disclosure Statement previously provided to you. You will not be entitled to receive a revised Property Condition Statement Disclosure after the transfer from the seller to you or after you have commenced occupancy of the property. In the event the seller fails to deliver a Property Condition Disclosure Statement to you prior to your signing a binding contract of sale, you are entitled to receive a credit in the amount of \$500.00 against the purchase price of the property upon transfer of title.

I have received and read this disclosure notice.

Dated: \_\_\_\_\_ Buyer: \_\_\_\_\_

Buyer: \_\_\_\_\_

**ADDENDUM N: DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS**

Property: 9401 HAMILTON ST, CHANWICKS NY 13319-3530

Addendum(s) to contract to purchase: Dated the \_\_\_\_\_ day of \_\_\_\_\_

Between: PHILIP & IRENE T. DAVIS (SELLER)

and \_\_\_\_\_ (PURCHASER)

This contract is contingent upon a risk assessment or inspection of the above property for the presence of lead based paint and/or lead based paint hazards at the Purchasers expense until noon on \_\_\_\_\_. This contingency will terminate at the above predetermined deadline unless the Purchaser delivers to the Seller (or the Sellers agent), a written statement listing the specific existing deficiencies and corrections needed, together with a copy of the Lead inspection report. If Purchaser so notifies, then this Agreement shall be deemed null and void and all deposits made hereunder shall be returned to the Purchaser, unless Seller elects, in writing, within 5 days of notice, to correct the deficiencies described with in the report.

**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)**

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

POI  Known lead-based paint and/or lead based paint hazards are present in the housing (explain). \_\_\_\_\_

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):

POI  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.

**PURCHASERS ACKNOWLEDGMENT (Initial)**

(c) Purchaser has received copies of all information listed above.

  |    
  |  

(d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(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 ACKNOWLEDGMENT (Initial)**

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

**CERTIFICATION 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.

<u>[Signature]</u> Seller	<u>3-30-10</u> Date	_____ Purchaser	_____ Date
<u>Irene Davis</u> Seller	<u>3-30-10</u> Date	_____ Purchaser	_____ Date
<u>[Signature]</u> Agent	<u>3-30-10</u> Date	_____ Agent	_____ Date

the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to both the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation.

**Dual Agent with Designated Sales Agents**

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller to negotiate the purchase and sale of real

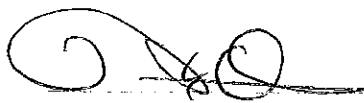
estate. A sales agent works under the supervision of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation.

This form was provided to me by HOLLY HILLAGE (print name of licensee) of Pondera's Homes (print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the: HEARTH PARTY

- Seller as a (check relationship below)
- Buyer as a (check relationship below)
- Seller's agent
- Buyer's agent
- Broker's agent
- Broker's agent
- Dual agent
- Dual agent with designated sales agent

If dual agent with designated sales agents is checked: \_\_\_\_\_ is appointed to represent the buyer; and \_\_\_\_\_ is appointed to represent the seller in this transaction.

I/We \_\_\_\_\_ acknowledge receipt of a copy of this disclosure form: signature of { } Buyer(s) and/or { } Seller(s):

  
\_\_\_\_\_ Cheryl T. Davis \_\_\_\_\_

Date: 3-30-10

Date: \_\_\_\_\_