



# RE-25 SELLER'S PROPERTY CONDITION DISCLOSURE FORM



Seller's Name(s): Bart & Colleen Lockhart a married couple Date: 7/8/09  
 Property Address: 3435 Fish Lake Rd.

Section 55-2501, et seq., Idaho Code, requires SELLERS of residential real property to complete a property condition disclosure form and deliver a signed and dated copy of the completed disclosure form to each prospective transferee or his agent within ten (10) calendar days of transferor's acceptance of transferee's offer. "Residential Real Property" means real property that is improved by a building or other structure that has one (1) to four (4) dwelling units or an individually owned unit in a structure of any size. This also applies to real property which has a combined residential and commercial use. THE PURPOSE OF THE STATEMENT: This is a statement made by the SELLER of the conditions and information concerning the property known by the SELLER. This is NOT a statement of any agent representing the SELLER and no agent is authorized to make representations, or verify representations, concerning the condition of the property. Unless otherwise advised, the SELLER does not possess any expertise in construction, architectural, engineering or any other specific areas related to the construction or condition of the improvements on the property. Other than having lived at or owning the property, the SELLER possesses no greater knowledge than that which could be obtained upon careful inspection of the property by the potential BUYER. Unless otherwise advised, the SELLER has not conducted any inspection of generally inaccessible areas such as the foundation or roof. This disclosure 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. The BUYER is encouraged to obtain his/her own professional inspections.

Notwithstanding that transfer of newly constructed residential real property that previously has not been inhabited is exempt from disclosure pursuant to section 55-2505, Idaho Code, SELLERS of such newly constructed and existing residential real property shall disclose information regarding annexation and city services in the form as prescribed in questions 1, 2, and 3.

- Is the property located in an area of city impact, adjacent or contiguous to a city limit, and thus legally subject to annexation by the city?  
 Yes  No  Do Not Know  The property is already within city limits
- Does the property, if not within city limits, receive any city services, thus making it legally subject to annexation by the city?  
 Yes  No  Do Not Know  The property is already within city limits
- Does the property have a written consent to annex recorded in the county recorder's office, thus making it legally subject to annexation by the city?  
 Yes  No  Do Not Know  The property is already within city limits

**THE FOLLOWING ARE IN THE CONDITIONS INDICATED:**

APPLIANCES SECTION	None/Not Included	Working	Not Working	Do Not Know	Remarks
Built-in Vacuum System				X	don't use it
Clothes Dryer		X			
Clothes Washer		X			
Dishwasher		X			
Disposal		X			
Refrigerator		X			
Kitchen Vent Fan/Hood		X			
Microwave Oven		X			
Oven(s)/ Range(s)/Cook top(s)		X			
Trash Compactor		X			
Freezer (chest or upright)		X			
ELECTRICAL SYSTEMS SECTION	None/Not Included	Working	Not Working	Do Not Know	Remarks
Air Purifier		X			DO NOT HAVE
Security System(s)	X				
Ceiling Fan(s)		X			
Garage Door Opener(s)/Control(s)		X			SOME CONTROLS
Inside Telephone Wiring/Jacks		X			
Aluminum Wiring				X	
Intercom System		X			
Light Fixtures		X			
Sauna	X				
Smoke Detector(s)/Fire Alarm(s)		X			
Bath Vent Fan(s)		X			
220 Volt Outlet(s)		X			
TV Antenna/Dish/Controls		X			
Switches and Outlets		X			

SELLER'S Initials ( BL ) ( CL ) Date 7/8/09 BUYER'S Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ ) Date \_\_\_\_\_

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HEATING & COOLING SYSTEMS SECTION		None/Not Included	Working	Not Working	Do Not Know	Remarks	
Attic Fan(s)		X					
Central Air Conditioning		X					
Room Air Conditioner(s)		X					
Evaporative Cooler(s)		X					
Fireplace(s) <i>x 2</i>			X				
Fireplace Insert(s)			X				
Furnace/Heating System(s)			X				
Humidifier(s)		X					
Wood/Pellet Stove(s)		X					
Air Cleaner(s)		X					
MOISTURE & DRAINAGE CONDITIONS SECTION			Yes	No	Do Not Know	Remarks	
Is the property located in a floodplain?				X			
Are you aware of any site drainage problems?				X			
Has there been any water intrusion or moisture related damage to any portion of the property, including, but not limited to, the crawlspace, floors, walls, ceilings, siding, or basement, based on flooding; moisture seepage, moisture condensation, sewer overflow/ backup, or leaking pipes, plumbing fixtures, appliances, or moisture related damage from other causes?			X			<i>Roof leaked in winter 08, repaired, no further problems</i>	
Have you had the property inspected for the existence of any types of mold?				X			
If the property has been inspected for mold, is a copy of the inspection report available?							
Are you aware of the existence of any mold-related problems on any interior portion of the property, including but not limited to, floors, walls, ceilings, basement, crawlspaces, and attics, or any mold-related structural damage?				X			
Have you ever had any water intrusion, moisture related damage, mold or mold-related problems on the property remediated, repaired, fixed or replaced?				X			
FUEL TANK SECTION		N/A ( )	Propane (X)	Oil ( )	Diesel ( )	Gasoline ( )	Other ( )
Location: <i>backyard</i>		<i>SW corner</i>		Size:			
In Use: (X) Not In Use: ( )		Above Ground: (X)		Buried: ( )		Owned: ( ) Leased: (X)	
WATER & SEWER SYSTEMS SECTION		None/Not Included	Working	Not Working	Do Not Know	Remarks	
Hot Tub/Spa and Equipment		X					
Pool and Pool Equipment		X					
Plumbing System - Faucets and Fixtures			X	X		<i>where pool in bathroom <sup>gone</sup> not working</i>	
Water Heater(s)			X				
Water Softener (owned)				X		<i>DO NOT USE/NO NEED</i>	
Water Softener (leased)							
Septic System			X				
Sump Pump/Lift Pump			X				
Landscape Sprinkler System			X				
WATER & SEWER SYSTEM TYPE SECTION		Public System	Community System	Private System	Cistern	Other	
Domestic Water Provided By:				X			
Irrigation Water Provided By:				X			
Property Sewer Provided By:				X			
If Septic System, Date Last Pumped							
<i>1/10/06</i>							
ROOF SECTION: Age (if known): <i>17</i>		Yes	No	Do Not Know	Remarks		
Is there present damage to the roof?			X				
Does the roof leak?			X				
SIDING SECTION: Age (if known): <i>17</i>		Yes	No	Do Not Know	Remarks		
Are there any problems with the siding?			X				

SELLER'S Initials *BL* ) ( *CL* ) Date *7/8/09* BUYER'S Initials ( ) ( ) Date

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Table with columns: HAZARDOUS CONDITIONS SECTION, OTHER DISCLOSURES SECTION, and ADDITIONAL REMARKS AND/OR EXPLANATIONS SECTION. Includes rows for asbestos, pest infestation, structural problems, and surveying.

The referenced property herein is exempt from the code because of Section 55-2505 for any of the following reasons:

- List of reasons for exemption from code, including transfer pursuant to court order, mortgagee transfer, beneficiary of deed of trust, foreclosure sale, etc.

SELLER'S Initials ( BL ) ( CL ) Date 7/8/09 BUYER'S Initials ( ) ( ) Date

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The SELLER certifies that the information herein is true and correct to the best of the SELLER'S knowledge as of the date signed by the SELLER. The SELLER is familiar with the residential property and each act performed in making a disclosure of an item of information is made and performed in good faith.

SELLER and BUYER understand and acknowledge that the statements contained herein are the representations of the SELLER regarding the condition of the property. No statement made herein is a statement of a SELLER'S agent or agents, and no agent is authorized to make any statement, or verify any statement, relating to the condition of the property. SELLER and BUYER also understand and acknowledge that SELLER in no way warrants or guarantees the above information regarding the property. SELLER and BUYER also understand and acknowledge that, unless otherwise specifically set forth, no agent of the SELLER is an expert in environmental or other conditions which are or may be hazardous to human health, and which may exist on the property. BUYER MAY, AT BUYER'S OPTION AND EXPENSE, CONSULT WITH ANY INDEPENDENT QUALIFIED INSPECTOR TO ASSESS OR DETECT THE PRESENCE OF SUCH KNOWN OR SUSPECTED HAZARDOUS CONDITIONS.

SELLER and BUYER understand that Listing Broker and Selling Broker in no way warrant or guarantee the above information on the property.

SELLER hereby acknowledges receipt of a copy of this form:

Handwritten signatures and dates for two SELLERs. The first signature is dated 7/10/09 and the second is dated 7/12/09.

BUYER hereby acknowledges receipt of a copy of this disclosure form and does hereby WAIVE NOT WAIVE the right to rescind the related purchase agreement within three (3) business days from the date of receipt of this form. IF BUYER DOES NOT WAIVE THE RIGHT TO RESCIND as set forth above, BUYER may only rescind the purchase and sale agreement within three (3) business days following receipt of this disclosure statement, by a written, signed and dated document that is delivered to the seller or his agents by personal delivery, ordinary or certified mail, or facsimile transmission. BUYER's rescission must be based on a specific objection to a disclosure in the disclosure statement. The notice of rescission must specifically identify the disclosure objected to by the BUYER. If no signed notice of rescission is received by the SELLER within the three (3) business day period, BUYER's right to rescind is waived.

BUYER DATE BUYER DATE

AMENDED DISCLOSURE FORM: Subsequent to the delivery of the initial SELLER'S Property Condition Disclosure Form previously acknowledged, SELLER hereby makes the following amendments. (Attach additional pages if necessary.) Other than those amendments made below, the SELLER states that there have been no changes to the information contained in the initial SELLER'S Property Condition Disclosure Form. IF THERE ARE NO UPDATES, THERE IS NO NEED TO SIGN BELOW.

SELLER hereby acknowledges receipt of this amended form:

SELLER DATE SELLER DATE

BUYER hereby acknowledges receipt of a copy of the amended disclosure form and does hereby WAIVE NOT WAIVE the right to rescind the related purchase agreement based strictly on the amendments to the disclosure form within three (3) business days from the date of receipt of this amended form. IF BUYER DOES NOT WAIVE THE RIGHT TO RESCIND as set forth above, BUYER may only rescind the purchase and sale agreement within three (3) business days following receipt of this amended disclosure statement, by a written, signed and dated document that is delivered to the SELLER or his agents by personal delivery, ordinary or certified mail, or facsimile transmission. BUYER's rescission must be based on a specific objection to a disclosure in the disclosure statement. The notice of rescission must specifically identify the disclosure objected to by the BUYER. If no signed notice of rescission is received by the SELLER within the three (3) business day period, BUYER's right to rescind is waived.

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