



RE-25 SELLER'S PROPERTY CONDITION DISCLOSURE FORM

JULY 2014 EDITION
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Seller's Name(s): Harold Herndon, Trustee Date: 07/01/14

Property Address: 2263 Enell Street, Idaho Falls, Idaho


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.

Agent is related to SELLER: Yes No

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

- A transfer pursuant to court order including, but not limited to a transfer ordered by a probate court during the administration of the decedent's estate, a transfer pursuant to a writ of execution, a transfer by a trustee in bankruptcy, a transfer as a result of the exercise of the power of eminent domain, and a transfer that results from a decree for a specific performance of a contract or other agreement between persons:
- A transfer to a mortgagee by a mortgagor by deed in lieu of foreclosure or in satisfaction of the mortgage debt:
- A transfer to a beneficiary of a deed of trust by trustor in default:
- A transfer by a foreclosure sale that follows a default in the satisfaction of an obligation secured by a mortgage:
- A transfer by a sale under a power of sale following a default in the satisfaction of an obligation that is secured by a deed of trust or another instrument containing a power of sale occurring within one (1) year of foreclosure on the default:
- A transfer by a mortgagee, or beneficiary under a deed of trust, who has acquired the residential real property at a sale conducted pursuant to a power of sale under a mortgage or deed of trust or who has acquired the residential real property by a deed in lieu of foreclosure:
- A transfer by a fiduciary in the course of the administration of a decedent's estate, a guardianship, a conservatorship or a trust:
- A transfer from one (1) co-owner to one (1) or more other co-owners:
- A transfer made to the transferor's spouse or to one (1) or more persons in the lineal line of consanguinity of one (1) or more of the transferors:
- A transfer between spouses or former spouses as a result of a decree of divorce, dissolution of marriage, annulment or legal separation or as a result of a property settlement agreement incidental to a decree of divorce, dissolution of marriage, annulment or legal separation.
- A transfer to or from the state, a political subdivision of the state, or another governmental entity:
- A transfer that involved newly constructed residential real property, that previously has not been inhabited, except as required by questions 1, 2 and 3:
- A transfer to a transferee who has occupied the property as a personal residence for one (1) or more years immediately prior to the transfer:
- A transfer from a transferor who has both not occupied the property as a personal residence within one (1) year immediately prior to the transfer and has acquired the property through inheritance or devise:
- A transfer by a relocation company to a transferee within one (1) year from the date that the previous owner occupied the property:
- A transfer from a decedent's estate:

If the referenced property herein is exempt from the Seller Property Condition Disclosure Act, Idaho Code section 55-2501 et seq., for any of the aforementioned reasons, Seller is not obligated to complete the remainder of this disclosure form in any manner. Seller certifies that he/she is exempt from the Seller's disclosure by checking the applicable box above and signing this form on the line(s) below.

 7/7/14
 SELLER Harold Herndon, Trustee DATE SELLER DATE

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 non-exempt existing residential real property shall disclose information regarding annexation and city services in the form as prescribed in questions 1, 2, and 3.

1. 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
2. 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
3. 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

If the referenced property herein is not exempt from the code for any of the above reasons, complete the following pages.

BUYER'S Initials (X) Date _____ SELLER'S Initials (HH) Date 7/7/14

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PROPERTY ADDRESS: 2263 Enell Street, Idaho Falls, Idaho

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.

THE FOLLOWING ARE IN THE CONDITIONS INDICATED:

APPLIANCES SECTION	None/Not Included	Working	Not Working	Do Not Know	Remarks
Built-in Vacuum System					
Clothes Dryer					
Clothes Washer					
Dishwasher					
Disposal					
Refrigerator					
Kitchen Vent Fan/Hood					
Microwave Oven					
Oven(s)/ Range(s)/Cook top(s)					
Trash Compactor					
Freezer (chest or upright)					
ELECTRICAL SYSTEMS SECTION	None/Not Included	Working	Not Working	Do Not Know	Remarks
Air Purifier					
Security System(s)					
Ceiling Fan(s)					
Garage Door Opener(s)/Control(s)					
Inside Telephone Wiring/Jacks					
Aluminum Wiring					
Intercom System					
Light Fixtures					
Sauna					
Smoke Detector(s)/Fire Alarm(s)					
Carbon Monoxide Detector(s)					
Bath Vent Fan(s)					
220 Volt Outlet(s)					
TV Antenna/Dish/Controls					
Switches and Outlets					
HEATING & COOLING SYSTEMS SECTION	None/Not Included	Working	Not Working	Do Not Know	Remarks
Attic Fan(s)					
Central Air Conditioning					
Room Air Conditioner(s)					
Evaporative Cooler(s)					
Fireplace(s)					
Fireplace Insert(s)					
Furnace/Heating System(s)					
Humidifier(s)					
Wood/Pellet Stove(s)					
Air Cleaner(s)					
FUEL TANK SECTION	N/A () Propane () Oil () Diesel () Gasoline () Other ()				
Location:	Size:				
In Use: ()	Not In Use: ()	Above Ground: ()	Buried: ()	Owned: ()	Leased: ()

BUYER'S Initials () Date _____

SELLER'S Initials (24) Date 7/7/14

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PROPERTY ADDRESS: 2263 Enell Street, Idaho Falls, Idaho

MOISTURE & DRAINAGE CONDITIONS SECTION		Yes	No	Do Not Know	Remarks	
Is the property located in a floodplain?						
Are you aware of any site drainage problems?						
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/back-up, or leaking pipes, plumbing fixtures, appliances, or moisture related damage from other causes?						
Have you had the property inspected for the existence of any types of mold?						
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?						
Have you ever had any water intrusion, moisture related damage, mold or mold-related problems on the property remediated, repaired, fixed or replaced?						
WATER & SEWER SYSTEMS SECTION		None/Not Included	Working	Not Working	Do Not Know	Remarks
Hot Tub/Spa and Equipment						
Pool and Pool Equipment						
Plumbing System - Faucets and Fixtures						
Water Heater(s)						
Water Softener (owned)						
Water Softener (leased)						
Landscape Sprinkler System						
Septic System						
Sump Pump/Lift Pump						
WATER SOURCE & TYPE SECTION		Public System (City/Municipal)	Community System	Private System (Well, Cistern, etc)	Other/Remarks	
Domestic Water Provided By:						
Landscape Water Provided By:						
Irrigation Water Provided By:						
		Yes	No	Do Not Know	Other/Remarks	
Shared Well						
Shared Well Agreement						
SEWER SYSTEM TYPE SECTION		Public System (City/Municipal)	Community System	Private System	Other/Remarks	
Property Sewer Provided By:						
If a Private system, please provide the following information about the septic system:		Date Last Pumped / /	Is there a Maintenance Fee? <input type="checkbox"/> Yes <input type="checkbox"/> No		If Yes, list amount & explain monthly or annual fee?	

BUYER'S Initials () () Date _____

SELLER'S Initials JK () () Date 7/7/14

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PROPERTY ADDRESS: 2263 Enell Street, Idaho Falls, Idaho

ROOF SECTION: Age (if known):	Yes	No	Do Not Know	Remarks
Is there present damage to the roof?				
Does the roof leak?				
SIDING SECTION: Age (if known):				
Are there any problems with the siding?				
HAZARDOUS CONDITIONS SECTION	Yes	No	Do Not Know	Remarks
Are you aware of any asbestos, radon, or other toxic or hazardous materials on the property?				
Has the property ever been used as an illegal drug manufacturing site?				
Are you aware of any current or previous insect, rodent or other pest infestation(s) on the property?				
Have you ever had the property serviced by an exterminator or had the property otherwise remediated for insect, rodent or other pest infestation(s)?				
Is there any damage due to wind, fire, or flood?				
OTHER DISCLOSURES SECTION	Yes	No	Do Not Know	Remarks
Are there any conditions that may affect your ability to clear title such as encroachments, easements, zoning violations, lot line disputes, restrictive covenants, etc.?				
Has the property been surveyed since you owned it?				
Have you received any notices by any governmental or quasi-governmental entity affecting this property; i.e. Local improvement district (LID) or zoning changes, etc.?				
Are there any structural problems with the improvements?				
Are there any structural problems with the foundation?				
Have any substantial additions or alterations been made without a building permit?				
Has the fireplace/wood stove/chimney/flue been inspected?				
Has the fireplace/wood stove/chimney/flue been cleaned?				
Have you ever filed a homeowner's insurance claim on the property?				
Are you aware or is there reason to believe that the home is located in a historic district or is a historic landmark?				
Are all mineral rights appurtenant to the property included and part of the sale of this property?				
Has the home on this property ever been moved?				
Is there a private road to this property?				
Is there a shared road agreement for this property?				
ADDITIONAL REMARKS AND/OR EXPLANATIONS SECTION:	Yes	No	Do Not Know	If yes, explain in the lines below
Are you aware of any other existing problems concerning the property including legal, physical, product defects or other items that are not already listed?				

BUYER'S Initials () () Date _____

SELLER'S Initials (24) () Date 7/7/14

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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:

[Signature] 7/7/14
SELLER DATE SELLER DATE

BUYER hereby acknowledges receipt of a copy of this disclosure form and does hereby WAIVE NOT WAIVE the statutory right to rescind the related purchase and sale agreement within three (3) business days from the date of receipt of this form as provided in Idaho Code 55-2515. IF BUYER DOES NOT WAIVE THE RIGHT TO RESCIND BUYER may only exercise BUYER'S statutory right to 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. Pre statute BUYER's rescission must be based on a specific objection to a disclosure in the disclosure statement. The notice of statutory 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 statutory right to rescind is waived. The statutory rescission referenced in this section is separate and distinct from, and does not affect, any rescission, cancellation, or contingency term enumerated in any other written document related to this transaction, including but not limited to the purchase and sale agreement.

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 this amended disclosure form and does hereby WAIVE NOT WAIVE the statutory right to rescind the related purchase and sale agreement based strictly on the amendments to the disclosure form within three (3) business days from the date of receipt of this amended form as provided in Idaho Code 55-2515. IF BUYER DOES NOT WAIVE THE RIGHT TO RESCIND BUYER may only exercise BUYER'S statutory right to 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. Pre statute BUYER's rescission must be based on a specific objection to a disclosure in the disclosure statement. The notice of statutory 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 statutory right to rescind is waived. The statutory rescission referenced in this section is separate and distinct from, and does not affect, any rescission, cancellation, or contingency term enumerated in any other written document related to this transaction, including but not limited to the purchase and sale agreement.

BUYER DATE BUYER DATE

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

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 hazards is recommended prior to purchase.

Address or Legal Description of Subject Property: 2263 Enell Street, Idaho Falls, Idaho

SELLER'S DISCLOSURE (initial)

24 (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):

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

24 (b) Records and reports available to the seller (check one below):
 Seller has provided purchaser with all available records 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 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)

Jh (f) Agent has informed the seller of the seller's obligations under EPA Rules & Regulations 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.

[Signature] 7/7/14
 Seller Harold Herndon, Trustee Date

 Purchaser Date

[Signature] _____
 Seller Date
[Signature] 7/7/14
 Agent Date

 Purchaser Date

 Agent Date

