

LOCATION OF SUBJECT PROPERTY 5069 Lake Breeze Rd. Hoover, AL 36344

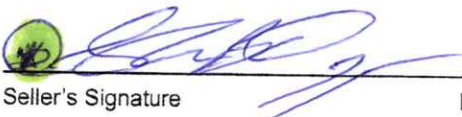
Property Shared in Common, Easements, Homeowner's Associations and Legal (Continued from Page 3)		Yes	No
45. Are you aware of any filed litigation or lawsuits directly or indirectly affecting the property, including a foreclosure?			X
46. Is the property located in a fire district which requires payment? If yes, amount of fee \$ _____ Paid to Whom _____ Payable: (check one) <input type="checkbox"/> monthly <input type="checkbox"/> quarterly <input type="checkbox"/> annually			X
47. Is the property located in a private utility district? Check applicable <input type="checkbox"/> Water <input type="checkbox"/> Garbage <input type="checkbox"/> Sewer <input type="checkbox"/> Other <u>GMSA: City water, gas, trash</u> If other, explain _____ Initial membership fee \$ _____ Annual membership fee \$ _____ (if more than one utility attach additional pages)			X
Miscellaneous		Yes	No
48. Are you aware of other defect(s) affecting the property not disclosed above?			X
49. Are you aware of any other fees, leases, liens, dues or financed fixtures or improvements required on the property that you have not disclosed?			X

If you answered YES to any of the items on pages 2-4, list the item number(s) and explain. If needed, attach additional pages with your signature(s), date(s) and location of the subject property.

#21 22 Brand new Roof - In line winds and hail.

On the date this form is signed, the seller states that based on seller's **CURRENT ACTUAL KNOWLEDGE** of the property, the information contained above is true and accurate.

Are there any additional pages attached to this disclosure? YES NO If yes, how many? _____

 11-20-24
 Seller's Signature _____ Date _____ Seller's Signature _____ Date _____

A real estate licensee has no duty to the Seller or the Purchaser to conduct an independent inspection of the property and has no duty to independently verify the accuracy or completeness of any statement made by the Seller in the disclosure statement.

The Purchaser understands that the disclosures given by the Seller on this statement are not a warranty of condition. The Purchaser is urged to carefully inspect the property, and, if desired, to have the property inspected by a licensed expert. For specific uses, restrictions and flood zone status, contact the local planning, zoning and/or engineering department. The Purchaser acknowledges that the Purchaser has read and received a signed copy of this statement. This completed acknowledgement should accompany an offer to purchase on the property identified. This is to advise that this disclosure statement is not valid after 180 days from the date completed by the Seller.

Purchaser's Signature _____ Date _____ Purchaser's Signature _____ Date _____

The disclosure and disclaimer statement forms and the Oklahoma Residential Property Condition Disclosure Act information pamphlet are made available at the Oklahoma Real Estate Commission www.orec.ok.gov.

Buyer's Initials _____ Buyer's Initials _____ Seller's Initials SBO Seller's Initials _____

LOCATION OF SUBJECT PROPERTY 5069 Lake Bruce Rd. Ghent, NC 27434

Additions/Alterations/Repairs (Continued from Page 2)		Yes	No
16. Approximate age of roof covering, if known <u>1yr</u> number of layers, if known _____		X	
17. Do you know of any current defects with the roof covering?			X
18. Are you aware of treatment for termite or wood-destroying organism infestation?			X
19. Are you aware of a termite bait system installed on the property? If yes, annual cost \$ _____			X
20. Are you aware of any damage caused by termites or wood-destroying organisms?			X
21. Are you aware of major fire, tornado, hail, earthquake or wind damage?	X		X
22. Have you ever received payment on an insurance claim for damages to residential property and/or any improvements which were not repaired?	X		
23. Are you aware of defects pertaining to sewer, septic, lateral lines or aerobic system?			X
Environmental		Yes	No
24. Are you aware of the presence of asbestos?			X
25. Are you aware of the presence of radon gas?			X
26. Have you tested for radon gas?			X
27. Are you aware of the presence of lead-based paint?			X
28. Have you tested for lead-based paint?			X
29. Are you aware of any underground storage tanks on the property?			X
30. Are you aware of the presence of a landfill on the property?			X
31. Are you aware of the existence of hazardous or regulated materials and other conditions having an environmental impact?			X
32. Are you aware of the existence of prior manufacturing of methamphetamine?			X
33. Have you had the property inspected for mold?			X
34. Are you aware of any remedial treatment for mold on the property?			X
35. Are you aware of any condition on the property that would impair the health or safety of the occupants?			X
36. Are you aware of any wells located on the property?			X
37. Are you aware of any dams located on the property? If yes, are you responsible for the maintenance of that dam? <input type="checkbox"/> Yes <input type="checkbox"/> No			X
Property Shared in Common, Easements, Homeowner's Associations and Legal (Continued on Page 4)		Yes	No
38. Are you aware of features of the property shared in common with the adjoining landowners, such as fences, driveways, and roads whose use or responsibility has an effect on the property?			X
39. Other than utility easements serving the property, are you aware of any easements or right-of-ways affecting the property?			X
40. Are you aware of encroachments affecting the property?			X
41. Are you aware of a mandatory homeowner's association? <u>PIENA \$20/month BICC \$108/month \$117.00</u> Amount of dues \$ <u>N/A</u> Special Assessment \$ <u>N/A</u> Payable: (check one) <input checked="" type="checkbox"/> monthly <input type="checkbox"/> quarterly <input checked="" type="checkbox"/> annually (optional) Are there unpaid dues or assessments for the property? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, what is the amount? \$ _____ Manager's Name <u>Business Office Pat. Is. Club: Tabi Morrow</u> <u>Shared Sewer/Service GMSA: \$120/year</u> Phone Number <u>786-3338 #3</u>			
42. Are you aware of any zoning, building code or setback requirement violations?			X
43. Are you aware of any notices from any government or government-sponsored agencies or any other entities affecting the property?			X
44. Are you aware of any surface leases, including but not limited to agricultural, commercial or oil and gas?			X

New Roof.
New Roof

Buyer's Initials _____ Buyer's Initials _____

Seller's Initials SK/SPB Seller's Initials _____

LOCATION OF SUBJECT PROPERTY 5069 Lake Bruce Rd. Grove, Ok. 74344

Appliances/Systems/Services (Continued from Page 1)	Working	Not Working	Do Not Know if Working	None/ Not Included
Smoke Detectors	X			
Dishwasher	X			
Electrical Wiring	X			
Garbage Disposal	X			
Gas Grill	X			
Vent Hood	X			
Microwave Oven	X			
Built-in Oven/Range	X			
Kitchen Stove	X			
Trash Compactor				X
Solar Panels & Generators <input type="checkbox"/> Leased <input type="checkbox"/> Owned <input type="checkbox"/> Financed				X
Source of Household Water <input checked="" type="checkbox"/> Public <input type="checkbox"/> Well <input type="checkbox"/> Private/Rural District	X			

IF YOU ANSWERED Not Working to any items on pages 1 and 2, please explain. Attach additional pages with your signature.

Zoning and Historical	Yes	No
1. Property is zoned: (Check One) <input checked="" type="checkbox"/> residential <input type="checkbox"/> commercial <input type="checkbox"/> historical <input type="checkbox"/> office <input type="checkbox"/> agricultural <input type="checkbox"/> industrial <input type="checkbox"/> urban conservation <input type="checkbox"/> other <input type="checkbox"/> unknown <input type="checkbox"/> no zoning classification		
2. Is the property designated as historical or located in a registered historical district or historic preservation overlay district? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown		
Flood and Water	Yes	No
3. What is the flood zone status of the property? <u>none</u>		X
4. Are you aware if the property is located in a floodway as defined in the Oklahoma Floodplain Management Act?		X
5. Are you aware of any flood insurance requirements concerning the property?		X
6. Are you aware of any flood insurance on the property?		X
7. Are you aware of the property being damaged or affected by flood, storm run-off, sewer backup, draining or grading defects?		X
8. Are you aware of any surface or ground water drainage systems which assist in draining the property, e.g. "French Drains?"		X
9. Are you aware of any occurrence of water in the heating and air conditioning duct system?		X
10. Are you aware of water seepage, leakage or other draining defects in any of the improvements on the property?		X
Additions/Alterations/Repairs (Continued on Page 3)	Yes	No
11. Are you aware of any additions being made without required permits?		X
12. Are you aware of any previous foundation repairs?		X
13. Are you aware of any alterations or repairs having been made to correct defects?		X
14. Are you aware of any defect or condition affecting the interior or exterior walls, ceilings, roof structure, slab/foundation, basement/storm cellar, floors, windows, doors, fences or garage?		X
15. Are you aware of the roof covering ever being repaired or replaced during your ownership of the property? <u>Brand New Roof 2023</u>	X	

Buyer's Initials _____ Buyer's Initials _____

Seller's Initials  Seller's Initials _____

APPENDIX A. RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT

Notice to Seller: Oklahoma Law (the "Residential Property Condition Disclosure Act," Title 60, O.S., §831 et seq., effective July 1, 1995) requires Sellers of 1 and/or 2 residential dwelling units to complete this form. A Seller must complete, sign and date this disclosure form and deliver it or cause it to be delivered to a purchaser as soon as practicable, but in any event no later than before an offer is accepted by the Seller. If the Seller becomes aware of a defect after delivery of this statement, but before the Seller accepts an offer to purchase, the Seller must deliver or cause to be delivered an amended disclosure statement disclosing the newly discovered defect to the Purchaser. If the disclosure form or amendment is delivered to a Purchaser after an offer to purchase has been made by the Purchaser, the offer to purchase shall be accepted by the Seller only after a Purchaser has acknowledged receipt of this statement and confirmed the offer to purchase in writing.

Notice to Purchaser: The declarations and information contained in this disclosure statement are not warranties, express or implied of any kind, and are not a substitute for any inspections or warranties the Purchaser may wish to obtain. The information contained in this disclosure statement is not intended to be a part of any contract between the Purchaser and Seller. The information and statements contained in this disclosure statement are declarations and representations of the Seller and are not the representations of the real estate licensee.

"Defect" means a condition, malfunction, or problem that would have a materially adverse effect on the monetary value of the property, or that would impair the health or safety of future occupants of the property. 59 O.S. Section 832(9).

LOCATION OF SUBJECT PROPERTY 5069 Lake Bruize Rd. Drove OK 74399
 SELLER IS IS/NOT OCCUPYING THE SUBJECT PROPERTY.

Instructions to the Seller: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Complete this form yourself. (4) If an item is not on the property, or will not be included in the sale, mark "None/Not Included." If you do not know the facts, mark "Do Not Know if Working." (5) The date of completion by you may not be more than 180 days prior to the date this form is received by a purchaser.

ARE THE ITEMS LISTED BELOW IN NORMAL WORKING ORDER?

Appliances/Systems/Services (Continued on Page 2)	Working	Not Working	Do Not Know if Working	None/ Not Included
Sprinkler System	X			
Swimming Pool				X
Hot Tub/Spa				X
Water Heater <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Gas <input type="checkbox"/> Solar	X			
Water Purifier				X
Water Softener <input type="checkbox"/> Leased <input type="checkbox"/> Owned				X
Sump Pump	X			
Plumbing	X			
Whirlpool Tub	X			
Sewer System <input checked="" type="checkbox"/> Public <input type="checkbox"/> Septic <input type="checkbox"/> Lagoon	X			
Air Conditioning System <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Gas <input type="checkbox"/> Heat Pump	X			
Window Air Conditioner(s)				X
Attic Fan				X
Fireplaces	X			
Heating System <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Gas <input type="checkbox"/> Heat Pump	X			
Humidifier				X
Ceiling Fans	X			
Gas Supply <input checked="" type="checkbox"/> Public <input type="checkbox"/> Propane <input type="checkbox"/> Butane	X			
Propane Tank <input type="checkbox"/> Leased <input type="checkbox"/> Owned				X
Electric Air Purifier				X
Garage Door Opener	X			
Intercom				X
Central Vacuum				X
Security System <input type="checkbox"/> Leased <input type="checkbox"/> Owned <input type="checkbox"/> Monitored <input type="checkbox"/> Financed				X

Buyer's Initials _____ Buyer's Initials _____

Seller's Initials SD Seller's Initials _____

Address: 5069 Lake Bruce Rd. Grove, Ok. 74344 (Property)

SQUARE FOOTAGE ACKNOWLEDGEMENT

Square footage measurements of a Property (intended to include a residential dwelling, improvements and lot; vacant lot; acreage; or leased residential property) can vary from a few feet to several hundred feet, regardless of the source of information, and may be affected by alterations or the manner in which the Property was measured. There is no single uniform system for the precise measurement of a Property. There are often discrepancies and inaccuracies in measurements of the Property.

The Broker/Associate (intended to include Listing Broker/Associate, Selling Broker/Associate, and Leasing Broker/Associate) has not measured the Property. The Broker/Associate makes no representation or warranty, expressed or implied, of the size of the Property or the accuracy of any measurements of the Property.

- ✓ Square footage measurements can vary greatly and the Broker/Associate only reports information contained in any appraisals of the Property provided by the Seller/Lessor, builder plans or permits, and public tax records.
- ✓ The Broker/Associate has no duty or obligation to independently investigate or measure the size of the Property.
- ✓ The Broker/Associate has no duty or obligation to independently verify the accuracy of square footage measurements contained in any appraisals of the Property provided by the Seller/Lessor, builder plans or permits, or public tax records.
- ✓ In making the decision to purchase/lease, Buyer/Lessee is not relying on the square footage measurements of the Property contained in any document, appraisal, report, advertisement, multiple listing service report, or other information provided by the Broker/Associate.

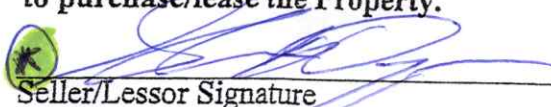
As Buyer/Lessee, it is your right to determine and satisfy for yourself the square footage (size) of the Property. You have the right to measure or to hire your own professional or other individual you believe capable of measuring the Property. Such measurements must be completed within the Investigation Inspections and Reviews time period provided for in the Contract of Sale of Real Estate or the lease contract.

By signing below Buyer/Lessee acknowledges having received, read and signed this Square Footage Acknowledgement prior to entering into a contract for the purchase/lease of the Property.

Buyer/Lessee Signature (Date)

Buyer/Lessee Signature (Date)

Seller/Lessor acknowledges receipt of signed Square Footage Acknowledgement with Buyer's/Lessee's offer to purchase/lease the Property.


Seller/Lessor Signature (Date) 11-20-24

Seller/Lessor Signature (Date)

(This form, after signed by Buyer/Lessee, is to be presented with offer to purchase/lease to Seller/Lessor)

PROPERTY ADDRESS 5069 Lake Breeze Rd. Grove, OK 74344

**OKLAHOMA REAL ESTATE COMMISSION
DISCLOSURE TO SELLER OF BROKERAGE DUTIES,
RESPONSIBILITIES AND SERVICES**

This notice may be part of or attached to any of the following:

- Option Agreement
- Listing Brokerage Agreement
- Contract of Sale of Real Estate
- Exchange Agreement
- Other _____

1. Duties and Responsibilities. A Broker who provides Brokerage Services to one or both parties shall describe and disclose in writing the Broker's duties and responsibilities prior to the party or parties signing a contract to sell, purchase, option, or exchange real estate.

A Broker shall have the following duties and responsibilities which are mandatory and may not be abrogated or waived by a Broker, whether working with one party, or working with both parties:

- a. treat all parties to the transaction with honesty and exercise reasonable skill and care;
- b. unless specifically waived in writing by a party to the transaction:
 - 1. receive all written offer and counteroffers;
 - 2. reduce offers or counteroffers to a written form upon request of any party to a transaction; and
 - 3. present timely all written offers and counteroffers.
- c. inform, in writing, the party for whom the Broker is providing Brokerage Services when an offer is made that the party will be expected to pay certain closing costs, brokerage service costs and the approximate amount of the costs;
- d. keep the party for whom the Broker is providing Brokerage Services informed regarding the transaction;
- e. timely account for all money and property received by the Broker;
- f. keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a Broker without the consent of the party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the Broker. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:
 - 1. that a party or prospective party is willing to pay more or accept less than what is being offered,
 - 2. that a party or prospective party is willing to agree to financing terms that are different from those offered,
 - 3. the motivating factors of the party or prospective party purchasing, selling, optioning or exchanging the property, and
 - 4. information specifically designated as confidential by a party unless such information is public.
- g. disclose information pertaining to the Property as required by Residential Property Condition Disclosure Act;
- h. comply with all requirements of the Oklahoma Real Estate Code and all applicable statutes and rules;
- i. when working with one party or both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.

2. Brokerage Services provided to both parties to the transaction. The Oklahoma broker relationships law (Title 59, Oklahoma Statutes, Section 858-351 – 858-363) allows a real estate Firm to provide Brokerage Services to both parties to the transaction. This could occur when a Firm has contracted with a Seller to sell their property and a prospective Buyer contacts that same Firm to see the property. If the prospective Buyer wants to make an offer on the property, the Firm must now provide a written notice to both the Buyer and Seller that the Firm is now providing Brokerage Services to both parties to the transaction. The law states that there are mandatory duties and responsibilities that must be performed by the broker for each party.

3. Broker providing fewer services. If a Broker intends to provide fewer Brokerage Services than those required to complete a transaction, the Broker shall provide written disclosure to the party for whom the Broker is providing services. The disclosure shall include a description of those steps in the transaction that the Broker will not provide and state that the Broker assisting the other party in the transaction is not required to provide assistance with these steps in any manner.

4. Confirmation of disclosure of duties and responsibilities. The duties and responsibilities disclosed by the Broker shall be confirmed in writing by each party in a separate provision, incorporated in or attached to the contract to purchase, option or exchange real estate.

I understand and acknowledge that I have received this notice on 20th day of November, 2024.

Seller's Printed Name Shane Dugger Seller's Signature 

Seller's Printed Name _____ Seller's Signature _____

PROPERTY ADDRESS

5069 Lake Bruce Rd. Grove, OK 74344

OKLAHOMA REAL ESTATE COMMISSION

This is a legally binding Contract; if not understood, seek advice from an attorney.

ACKNOWLEDGMENT AND CONFIRMATION OF DISCLOSURES

It is hereby confirmed that prior to entering into Contract, the following items (as applicable) have been disclosed and/or delivered:

Buyer acknowledges and confirms that the Broker providing brokerage services to the Buyer has described and disclosed their duties and responsibilities to the Buyer prior to the Buyer signing this Contract.

(Applicable for in-house transactions only) Buyer acknowledges and confirms that the broker is providing brokerage services to both Parties to the transaction prior to the Parties signing this Contract.

Buyer acknowledges receipt of Residential Property Condition Disclosure or Disclaimer Form (as applicable to residential real property improved with not less than one nor more than two dwelling units) pursuant to Title 60 O.S., Section 831-839:

- Buyer has received a Residential Property Condition Disclosure Statement Form (completed and signed by the Seller) and dated within 180 days of receipt.
Buyer has received a Residential Property Condition Disclaimer Statement Form (completed and signed by the Seller) and dated within 180 days of receipt.
This transaction is exempt from disclosure requirements pursuant to Title 60, O.S., Section 838.
Disclosure not required under the Residential Property Condition Disclosure Act.

Buyer acknowledges receipt of Lead-Based Paint/Hazards Disclosures with Appropriate Acknowledgment (if property constructed before 1978)

- Buyer has signed the "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" form, which has been signed and dated by Seller and applicable Licensee(s), and has also received a copy of the Lead-Based Paint Pamphlet titled "Protect Your Family From Lead in Your Home."
Property was constructed in 1978 or thereafter and is exempt from this disclosure.
The subject of this transaction is not a residential dwelling and does not require a disclosure on Lead-Based Paint/Hazards.

Buyer acknowledges and confirms the above and further, Buyer acknowledges receipt of Estimate of Costs associated with this transaction and acknowledges that a Contract Guide has been made available to the Buyer in print, or at www.orec.ok.gov.

Buyer/Tenant Name (Printed):
Buyer/Tenant Signature:
Dated:

Seller acknowledges and confirms that the Broker providing brokerage services to the Seller has described and disclosed their duties and responsibilities to the Seller prior to the Seller signing this Contract.

(Applicable for in-house transactions only) Seller acknowledges and confirms that the broker is providing brokerage services to both Parties to the transaction prior to the Parties signing this Contract.

Seller further acknowledges receipt of Estimate of Costs associated with this transaction and that a Contract Guide has been made available to the Seller in print, or at www.orec.ok.gov.

Seller/Landlord Name (Printed): Shane Dugger
Seller/Landlord Signature:
Dated: 11-20-24