

# State of South Dakota

EIGHTY-SIXTH SESSION  
LEGISLATIVE ASSEMBLY, 2011

553S0069

## SENATE BILL NO. 70

Introduced by: Senators Peters, Frerichs, Gray, Hansen (Tom), Holien, Hunhoff (Jean), Maher, Nelson (Tom), Novstrup (Al), Rave, Rhoden, Schlekeway, and Vehle and Representatives Gosch, Abdallah, Boomgarden, Carson, Cronin, Dryden, Fargen, Hawley, Hunhoff (Bernie), Hunt, Kirkeby, Lucas, Novstrup (David), Olson (Betty), Perry, Rausch, Solum, Street, Turbiville, Van Gerpen, Vanneman, and Wismer

1 FOR AN ACT ENTITLED, An Act to prohibit the creation of private transfer fee obligations  
2 and to require certain procedures for notice and disclosure for existing private transfer fee  
3 obligations.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF SOUTH DAKOTA:

5 Section 1. That chapter 43-4 be amended by adding thereto a NEW SECTION to read as  
6 follows:

7 For the purposes of this Act, the term, transfer, means the sale, gift, conveyance, assignment,  
8 inheritance, or other transfer of an ownership interest in real property located in this state.

9 Section 2. That chapter 43-4 be amended by adding thereto a NEW SECTION to read as  
10 follows:

11 For the purposes of this Act, the term, private transfer fee, means a fee or charge required  
12 by a private transfer fee obligation and payable upon the transfer of an interest in real property,  
13 or payable for the right to make or accept such transfer, regardless of whether the fee is a fixed



1 amount or is determined as a percentage of the value of the property, the purchase price, or other  
2 consideration given for the transfer. The term, private transfer fee, does not include the  
3 following:

4 (1) Any consideration payable by the grantee to the grantor for the interest in real  
5 property being transferred, including any subsequent additional consideration for the  
6 property payable by the grantee based upon any subsequent appreciation,  
7 development, or sale of the property if such additional consideration is payable on a  
8 onetime basis only and the obligation to make such payment does not bind successors  
9 in title to the property. For the purposes of this subdivision, an interest in real  
10 property may include a separate mineral estate and its appurtenant surface access  
11 rights;

12 (2) Any commission payable to a licensed real estate broker for the transfer of real  
13 property pursuant to an agreement between the broker and the grantor or the grantee,  
14 including any subsequent additional commission for that transfer payable by the  
15 grantor or the grantee based upon any subsequent appreciation, development, or sale  
16 of the property;

17 (3) Any interest, charges, fees, or other amounts payable by a borrower to a lender  
18 pursuant to a loan secured by a mortgage against real property, including any fee  
19 payable to the lender for consenting to an assumption of the loan or a transfer of the  
20 real property subject to the mortgage, any fees or charges payable to the lender for  
21 estoppel letters or certificates, and any shared appreciation interest or profit  
22 participation or other consideration and payable to the lender in connection with the  
23 loan;

24 (4) Any rent, reimbursement, charge, fee, or other amount payable by a lessee to a lessor

1 under a lease, including any fee payable to the lessor for consenting to an assignment,  
2 subletting, encumbrance, or transfer of the lease;

3 (5) Any consideration payable to the holder of an option to purchase an interest in real  
4 property or the holder of a right of first refusal or first offer to purchase an interest  
5 in real property for waiving, releasing, or not exercising the option or right upon the  
6 transfer of the property to another person;

7 (6) Any tax, fee, charge, assessment, fine, or other amount payable to or imposed by a  
8 governmental authority;

9 (7) Any fee, charge, assessment, fine, or other amount payable to a homeowners',  
10 condominium, cooperative, mobile home, or property owners' association pursuant  
11 to a declaration or covenant or law applicable to such association, including fees or  
12 charges payable for estoppel letters or certificates issued by the association or its  
13 authorized agent;

14 (8) Any fee, charge, assessment, dues, contribution, or other amount imposed by a  
15 declaration or covenant encumbering a community, and payable to a nonprofit or  
16 charitable organization for the purpose of supporting cultural, educational, charitable,  
17 recreational, environmental, conservation, or other similar activities benefiting the  
18 community that is subject to the declaration or covenant;

19 (9) Any fee, charge, assessment, dues, contribution, or other amount pertaining to the  
20 purchase or transfer of a club membership relating to real property owned by the  
21 member, including any amount determined by reference to the value, purchase price,  
22 or other consideration given for the transfer of the real property.

23 Section 3. That chapter 43-4 be amended by adding thereto a NEW SECTION to read as  
24 follows:

1 For the purposes of this Act, the term, private transfer fee obligation, means an obligation  
2 arising under a declaration or covenant recorded against the title to real property, or under any  
3 other contractual agreement or promise, whether or not recorded, that requires or purports to  
4 require the payment of a private transfer fee to the declarant or other person specified in the  
5 declaration, covenant, or agreement, or to any successor or assign, upon a subsequent transfer  
6 of an interest in the real property.

7 Section 4. That chapter 43-4 be amended by adding thereto a NEW SECTION to read as  
8 follows:

9 Any private transfer fee obligation recorded or entered into in this state after June 30, 2011,  
10 does not run with the title to real property and is not binding on or enforceable at law or in  
11 equity against any subsequent owner, purchaser, or mortgagee of any interest in real property  
12 as an equitable servitude or otherwise. Any private transfer fee obligation that is recorded or  
13 entered into in this state after June 30, 2011, is void and unenforceable. No private transfer fee  
14 obligation recorded or entered into in this state before June 30, 2011, is presumed valid and  
15 enforceable.

16 Section 5. That chapter 43-4 be amended by adding thereto a NEW SECTION to read as  
17 follows:

18 Any person who records or enters into an agreement imposing a private transfer fee  
19 obligation in the person's favor after June 30, 2011, is liable for any damages resulting from the  
20 imposition of the transfer fee obligation on the transfer of an interest in the real property,  
21 including the amount of any transfer fee paid by a party to the transfer, and any attorney fees,  
22 expenses, and costs incurred by a party to the transfer or mortgagee of the real property to  
23 recover any transfer fee paid or in connection with an action to quiet title. If an agent acts on  
24 behalf of a principal to record or secure a private transfer fee obligation, liability shall be

1 assessed to the principal, rather than the agent.

2 Section 6. That chapter 43-4 be amended by adding thereto a NEW SECTION to read as  
3 follows:

4 Private transfer fee obligations shall be disclosed as follows:

5 (1) For transfers of real property subject to the disclosure requirements contained in  
6 §§ 43-4-38 to 43-4-44, inclusive, disclosure of any private transfer fee obligations  
7 shall be made using the property condition disclosure statement set forth in  
8 § 43-4-44;

9 (2) For transfers of real property not subject to the disclosure requirements contained in  
10 §§ 43-4-38 to 43-4-44, inclusive, each seller of real property shall furnish to any  
11 purchaser a written statement disclosing the existence of any private transfer fee  
12 obligation. This written statement shall include a description of the private transfer  
13 fee obligation and include a statement that private transfer fee obligations are subject  
14 to certain prohibitions pursuant to this Act. The written document must contain a  
15 statement with the following language:

16 A private transfer fee obligation has been imposed with respect to this property. A  
17 private transfer obligation may lower the value of this property. State law prohibits  
18 the creation of private transfer fee obligations pursuant to section 4 of this Act and  
19 requires certain notice procedures to be followed with respect to private transfer fee  
20 obligations pursuant to sections 7 to 12, inclusive, of this Act.

21 Section 7. That chapter 43-4 be amended by adding thereto a NEW SECTION to read as  
22 follows:

23 For any private transfer fee obligation imposed prior to July 1, 2011, the receiver of the fee  
24 shall, prior to December 31, 2011, record in the office of the register of deeds in the county in

1 which the real property subject to the private transfer fee is located, a separate document that  
2 meets all of the following requirements:

3 (1) The title of the document shall be “Notice of Private Transfer Fee Obligation” in at  
4 least fourteen point boldface type;

5 (2) The amount, if the fee is a flat amount, or the percentage of the sales price  
6 constituting the cost of the transfer fee, or such other basis by which the transfer fee  
7 is to be calculated;

8 (3) If the real property is residential property, actual dollar-cost examples of the transfer  
9 fee for a home priced at one hundred thousand dollars, two hundred fifty thousand  
10 dollars, and five hundred thousand dollars;

11 (4) The date or circumstances under which the private transfer fee obligation expires, if  
12 any;

13 (5) The purpose for which the funds from the private transfer fee obligation will be used;

14 (6) The name of the person to which funds are to be paid and specific contact  
15 information regarding where the funds are to be sent;

16 (7) The acknowledged signature of the payee; and

17 (8) The legal description of the real property burdened by the private transfer fee  
18 obligation.

19 Section 8. That chapter 43-4 be amended by adding thereto a NEW SECTION to read as  
20 follows:

21 The person to whom the transfer fee is to be paid may file an amendment to the notice of  
22 transfer fee containing new contact information, but such amendment shall contain the recording  
23 information of the notice of transfer fee which it amends and the legal description of the  
24 property burdened by the private transfer fee obligation.

1 Section 9. That chapter 43-4 be amended by adding thereto a NEW SECTION to read as  
2 follows:

3 If the payee fails to comply fully with section 7 of this Act, the grantor of any real property  
4 burdened by the private transfer fee obligation may proceed with the conveyance of any interest  
5 in the real property to any grantee and in so doing is deemed to have acted in good faith and is  
6 not subject to any obligations under the private transfer fee obligation. In such event, the real  
7 property thereafter shall be conveyed free and clear of such transfer fee and private transfer fee  
8 obligation.

9 Section 10. That chapter 43-4 be amended by adding thereto a NEW SECTION to read as  
10 follows:

11 If the payee fails to provide a written statement of the transfer fee payable within thirty days  
12 of the date of a written request for such statement sent to the address shown in the notice of  
13 transfer fee, the grantor, on recording of the affidavit required under section 11 of this Act, may  
14 convey any interest in the real property to any grantee without payment of the transfer fee and  
15 is not subject to any further obligation under the private transfer fee obligation. In such event  
16 the real property shall be conveyed free and clear of the transfer fee and private transfer fee  
17 obligation.

18 Section 11. That chapter 43-4 be amended by adding thereto a NEW SECTION to read as  
19 follows:

20 An affidavit stating the facts enumerated under section 12 of this Act shall be recorded in  
21 the office of the register of deeds in the county in which the real property is situated prior to or  
22 simultaneously with a conveyance pursuant to section 10 of this Act of real property unburdened  
23 by a private transfer fee obligation. An affidavit filed under this section shall state that the  
24 affiant has actual knowledge of, and is competent to testify to, the facts in the affidavit and shall

1 include the legal description of the real property burdened by the private transfer fee obligation,  
 2 the name of the person appearing by the record to be the owner of such real property at the time  
 3 of the signing of such affidavit, a reference to the instrument of record containing the private  
 4 transfer fee obligation, and an acknowledgment that the affiant is testifying under penalty of  
 5 perjury.

6 Section 12. That chapter 43-4 be amended by adding thereto a NEW SECTION to read as  
 7 follows:

8 If recorded, an affidavit as described in section 11 of this Act constitutes prima facie  
 9 evidence that:

- 10 (1) A request for the written statement of the transfer fee payable in order to obtain a  
 11 release of the fee imposed by the private transfer fee obligation was sent to the  
 12 address shown in the notification; and
- 13 (2) The person listed on the notice of transfer fee failed to provide the written statement  
 14 of the transfer fee payable within thirty days of the date of the notice sent to the  
 15 address shown in the notification.

16 Section 13. That § 43-4-44 be amended to read as follows:

17 43-4-44. The following form shall be used for the property condition disclosure statement:

18 SELLER'S PROPERTY CONDITION DISCLOSURE STATEMENT

19 (This disclosure shall be completed by the seller. This is a disclosure required by law. If you do  
 20 not understand this form, seek legal advice.)

21 Seller \_\_\_\_\_

22 Property Address \_\_\_\_\_

23 \_\_\_\_\_

24 This Disclosure Statement concerns the real property identified above situated in the City of

1 \_\_\_\_\_ County of \_\_\_\_\_, State of South Dakota.

2 THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE  
3 DESCRIBED PROPERTY IN COMPLIANCE WITH § 43-4-38. IT IS NOT A WARRANTY  
4 OF ANY KIND BY THE SELLER OR ANY AGENT REPRESENTING ANY PARTY IN  
5 THIS TRANSACTION AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR  
6 WARRANTIES THE PARTIES MAY WISH TO OBTAIN. Seller hereby authorizes any agent  
7 representing any party in this transaction to provide a copy of this statement to any person or  
8 entity in connection with any actual or anticipated sale of the property.

9 IF ANY MATERIAL FACT CHANGES BEFORE CONVEYANCE OF TITLE TO THIS  
10 PROPERTY, THE SELLER MUST DISCLOSE SUCH MATERIAL FACT WITH A  
11 WRITTEN AMENDMENT TO THIS DISCLOSURE STATEMENT.

12 I. LOT OR TITLE INFORMATION

13 1. When did you purchase or build the home? \_\_\_\_\_

14 If the answer is yes to any of the following, please explain under additional comments or on an  
15 attached separate sheet.

16 \_\_\_\_\_

17 2. Were there any title problems when you purchased the property?

18 Yes \_\_\_\_ No \_\_\_\_

19 3. Are there any recorded liens or financial instruments against the property, other than a first  
20 mortgage?

21 Yes \_\_\_\_ No \_\_\_\_

22 4. Are there any unrecorded liens or financial instruments against the property, other than a  
23 first mortgage; or have any materials or services been provided in the past one hundred  
24 twenty days that would create a lien against the property under chapter 44-9?

1 Yes \_\_\_\_ No \_\_\_\_ Unknown \_\_\_\_

2 5. Are there any easements which have been granted in connection with the property (other  
3 than normal utility easements for public water and sewer, gas and electric service, telephone  
4 service, cable television service, drainage, and sidewalks)?

5 Yes \_\_\_\_ No \_\_\_\_ Unknown \_\_\_\_

6 6. Are there any problems related to establishing the lot lines/boundaries?

7 Yes \_\_\_\_ No \_\_\_\_ Unknown \_\_\_\_

8 7. Do you have a location survey in your possession or a copy of the recorded plat? If yes,  
9 attach a copy.

10 Yes \_\_\_\_ No \_\_\_\_ Unknown \_\_\_\_

11 8. Are you aware of any encroachments or shared features, from or on adjoining property (i.e.  
12 fences, driveway, sheds, outbuildings, or other improvements)?

13 Yes \_\_\_\_ No \_\_\_\_

14 9. Are you aware of any covenants or restrictions affecting the use of the property in  
15 accordance with local law? If yes, attach a copy of the covenants and restrictions.

16 Yes \_\_\_\_ No \_\_\_\_

17 10. Are you aware of any current or pending litigation, foreclosure, zoning, building code or  
18 restrictive covenant violation notices, mechanic's liens, judgments, special assessments,  
19 zoning changes, or changes that could affect your property?

20 Yes \_\_\_\_ No \_\_\_\_

21 11. Is the property currently occupied by the owner?

22 Yes \_\_\_\_ No \_\_\_\_

23 12. Does the property currently receive the owner occupied tax reduction pursuant to SDCL 10-  
24 13-39?

1 Yes \_\_\_\_ No \_\_\_\_

2 13. Is the property currently part of a property tax freeze for any reason?

3 Yes \_\_\_\_ No \_\_\_\_ Unknown \_\_\_\_

4 14. Is the property leased?

5 Yes \_\_\_\_ No \_\_\_\_

6 15. If leased, does the property use comply with local zoning laws?

7 Yes \_\_\_\_ No \_\_\_\_

8 16. Does this property or any portion of this property receive rent? If yes, how much \$ \_\_\_\_ and  
9 how often \_\_\_\_?

10 Yes \_\_\_\_ No \_\_\_\_

11 17. Do you pay any mandatory fees or special assessments to a homeowners' or condominium  
12 association?

13 Yes \_\_\_\_ No \_\_\_\_

14 If yes, what are the fees or assessments? \$ \_\_\_\_ per \_\_\_\_ (i.e. annually, semi-annually, monthly)

15 Payable to whom: \_\_\_\_\_

16 For what purpose? \_\_\_\_\_

17 18. Are you aware if the property has ever had standing water in either the front, rear, or side  
18 yard more than forty-eight hours after heavy rain?

19 Yes \_\_\_\_ No \_\_\_\_

20 19. Is the property located in or near a flood plain?

21 Yes \_\_\_\_ No \_\_\_\_ Unknown \_\_\_\_

22 20. Are wetlands located upon any part of the property?

23 Yes \_\_\_\_ No \_\_\_\_ Unknown \_\_\_\_

24 21. Are you aware of any private transfer fee obligations, as defined pursuant to section 3 of this

1 Act, that would require a buyer or seller of the property to pay a fee or charge upon the  
 2 transfer of the property, regardless of whether the fee or charge is a fixed amount or is  
 3 determined as a percentage of the value of the property?

4 Yes \_\_\_\_\_ No \_\_\_\_\_ Unknown \_\_\_\_\_

5 If yes, what are the fees or charges? \$ \_\_\_\_\_ per \_\_\_\_\_ (i.e. annually, semi-annually,  
 6 monthly)

7 II. STRUCTURAL INFORMATION

8 If the answer is yes to any of the following, please explain under additional comments or on an  
 9 attached separate sheet.

10 1. Are you aware of any water penetration problems in the walls, windows, doors, basement,  
 11 or crawl space?

12 Yes \_\_\_\_\_ No \_\_\_\_\_

13 2. What water damage related repairs, if any, have been made?

14 If any, when? \_\_\_\_\_

15 3. Are you aware if drain tile is installed on the property?

16 Yes \_\_\_\_\_ No \_\_\_\_\_

17 4. Are you aware of any interior cracked walls or floors, or cracks or defects in exterior  
 18 driveways, sidewalks, patios, or other hard surface areas?

19 Yes \_\_\_\_\_ No \_\_\_\_\_

20 What related repairs, if any, have been made?

21 \_\_\_\_\_

22 5. Are you aware of any roof leakage, past or present?

23 Yes \_\_\_\_\_ No \_\_\_\_\_

24 Type of roof covering: \_\_\_\_\_

- 1 Age: \_\_\_\_\_
- 2 What roof repairs, if any, have been made, when and by whom? \_\_\_\_\_
- 3 Describe any existing unrepaired damage to the roof: \_\_\_\_\_
- 4 6. Are you aware of insulation in:
- 5 the ceiling/attic? Yes \_\_\_\_ No \_\_\_\_
- 6 the walls? Yes \_\_\_\_ No \_\_\_\_
- 7 the floors? Yes \_\_\_\_ No \_\_\_\_
- 8 7. Are you aware of any pest infestation or damage, either past or present?
- 9 Yes \_\_\_\_ No \_\_\_\_
- 10 8. Are you aware of the property having been treated for any pest infestation or damage?
- 11 Yes \_\_\_\_ No \_\_\_\_
- 12 If yes, who treated it and when? \_\_\_\_\_
- 13 9. Are you aware of any work upon the property which required a building, plumbing,
- 14 electrical, or any other permit?
- 15 Yes \_\_\_\_ No \_\_\_\_
- 16 If yes, describe the work: \_\_\_\_\_
- 17 Was a permit obtained? Yes \_\_\_\_\_
- 18 Was the work approved by an inspector? Yes \_\_\_\_ No \_\_\_\_
- 19 10. Are you aware of any past or present damage to the property (i.e. fire, smoke, wind, floods,
- 20 hail, or snow)?
- 21 Yes \_\_\_\_ No \_\_\_\_
- 22 If yes, describe \_\_\_\_\_
- 23 Have any insurance claims been made?
- 24 Yes \_\_\_\_ No \_\_\_\_ Unknown \_\_\_\_

1 Was an insurance payment received?

2 Yes \_\_\_\_ No \_\_\_\_ Unknown \_\_\_\_

3 Has the damage been repaired?

4 Yes \_\_\_\_ No \_\_\_\_

5 If yes, describe in detail: \_\_\_\_\_

6 \_\_\_\_\_

7 11. Are you aware of any problems with sewer blockage or backup, past or present?

8 Yes \_\_\_\_ No \_\_\_\_

9 12. Are you aware of any drainage, leakage, or runoff from any sewer, septic tank, storage tank,  
10 or drain on the property into any adjoining lake, stream, or waterway?

11 Yes \_\_\_\_ No \_\_\_\_

12 If yes, describe in detail: \_\_\_\_\_

13 \_\_\_\_\_

14 III. SYSTEMS/UTILITIES INFORMATION

15		NONE/NOT		NOT
16		INCLUDED	WORKING	WORKING
17	1. 220 Volt Service	_____	_____	_____
18	2. Air Exchanger	_____	_____	_____
19	3. Air Purifier	_____	_____	_____
20	4. Attic Fan	_____	_____	_____
21	5. Burglar Alarm and Security System	_____	_____	_____
22	6. Ceiling Fan	_____	_____	_____
23	7. Central Air - Electric	_____	_____	_____
24	8. Central Air - Water Cooled	_____	_____	_____
25	9. Cistern	_____	_____	_____
26	10. Dishwasher	_____	_____	_____

1	11. Disposal	_____	_____	_____
2	12. Doorbell	_____	_____	_____
3	13. Fireplace	_____	_____	_____
4	14. Fireplace Insert	_____	_____	_____
5	15. Garage Door/Opener Control(s)	_____	_____	_____
6	16. Garage Wiring	_____	_____	_____
7	17. Heating System	_____	_____	_____
8	18. Hot Tub, Whirlpool, and Controls	_____	_____	_____
9	19. Humidifier	_____	_____	_____
10	20. Intercom	_____	_____	_____
11	21. Light Fixtures	_____	_____	_____
12	22. Microwave/Hood	_____	_____	_____
13	23. Plumbing and Fixtures	_____	_____	_____
14	24. Pool and Equipment	_____	_____	_____
15	25. Propane Tank	_____	_____	_____
16	26. Radon System	_____	_____	_____
17	27. Sauna	_____	_____	_____
18	28. Septic/Leaching Field	_____	_____	_____
19	29. Sewer Systems/Drains	_____	_____	_____
20	30. Smoke/Fire Alarm	_____	_____	_____
21	31. Solar House - Heating	_____	_____	_____
22	32. Sump Pump(s)	_____	_____	_____
23	33. Switches and Outlets	_____	_____	_____
24	34. Underground Sprinkler and Heads	_____	_____	_____
25	35. Vent Fan	_____	_____	_____
26	36. Water Heater - Electric or Gas	_____	_____	_____
27	37. Water Purifier	_____	_____	_____
28	38. Water Softener - Leased or Owned	_____	_____	_____
29	39. Well and Pump	_____	_____	_____

1 40. Wood Burning Stove \_\_\_\_\_

2 IV. HAZARDOUS CONDITIONS

3 Are you aware of any existing hazardous conditions of the property and are you aware of any  
4 tests having been performed?

	EXISTING CONDITIONS		TESTS PERFORMED	
	YES	NO	YES	NO
7 1. Methane Gas	_____	_____	_____	_____
8 2. Lead Paint	_____	_____	_____	_____
9 3. Radon Gas (House)	_____	_____	_____	_____
10 4. Radon Gas (Well)	_____	_____	_____	_____
11 5. Radioactive Materials	_____	_____	_____	_____
12 6. Landfill, Mineshaft	_____	_____	_____	_____
13 7. Expansive Soil	_____	_____	_____	_____
14 8. Mold	_____	_____	_____	_____
15 9. Toxic Materials	_____	_____	_____	_____
16 10. Urea Formaldehyde Foam Insulations	_____	_____	_____	_____
17 11. Asbestos Insulation	_____	_____	_____	_____
18 12. Buried Fuel Tanks	_____	_____	_____	_____
19 13. Chemical Storage Tanks	_____	_____	_____	_____
20 14. Fire Retardant Treated Plywood	_____	_____	_____	_____
21 15. Production of Methamphetamines	_____	_____	_____	_____

22 If the answer is yes to any of the questions above, please explain in additional comments or on  
23 an attached separate sheet.

24 V. MISCELLANEOUS INFORMATION

25 1. Is the street or road located at the end of the driveway to the property public or private?

26 Public \_\_\_\_\_ Private \_\_\_\_\_

27 2. Is there a written road maintenance agreement?

1 If yes, attach a copy of the maintenance agreement.

2 Yes \_\_\_\_\_ No \_\_\_\_\_

3 3. When was the fireplace/wood stove/chimney flue last cleaned?

4 \_\_\_\_\_

5 4. Within the previous twelve months prior to signing this document, are you aware of any of  
6 the following occurring on the subject property ?

7 a. A human death by homicide or suicide? If yes, explain:

8 \_\_\_\_\_

9 Yes \_\_\_\_\_ No \_\_\_\_\_

10 b. Other felony committed against the property or a person on the property? If yes, explain:

11 \_\_\_\_\_

12 Yes \_\_\_\_\_ No \_\_\_\_\_

13 5. Is the water source public or private (select one) ?

14 6. If private, what is the date and result of the last water test?

15 \_\_\_\_\_

16 7. Is the sewer system public \_\_\_\_\_ or private \_\_\_\_\_ (select one)?

17 8. If private, what is the date of the last time the septic tank was pumped? \_\_\_\_\_

18 9. Are there broken window panes or seals?

19 Yes \_\_\_\_\_ No \_\_\_\_\_

20 If yes, specify: \_\_\_\_\_

21 10. Are there any items attached to the property that will not be left, such as: towel bars,  
22 mirrors, swag lamps and hooks, curtain rods, window coverings, light fixtures, clothes lines,  
23 swing sets, storage sheds, ceiling fans, basketball hoops, mail boxes, etc.

24 Yes \_\_\_\_\_ No \_\_\_\_\_

1 If yes, please list \_\_\_\_\_

2 11. Are you aware of any other material facts or problems that have not been disclosed on this  
3 form?

4 Yes \_\_\_\_\_ No \_\_\_\_\_

5 If yes, explain: \_\_\_\_\_

6 VI. ADDITIONAL COMMENTS (ATTACH ADDITIONAL PAGES IF NECESSARY)

7 \_\_\_\_\_  
8 \_\_\_\_\_

9 CLOSING SECTION

10 The Seller hereby certifies that the information contained herein is true and correct to the best  
11 of the Seller's information, knowledge, and belief as of the date of the Seller's signature below.

12 If any of these conditions change before conveyance of title to this property, the change will be  
13 disclosed in a written amendment to this disclosure statement.

14 SELLER \_\_\_\_\_ DATE \_\_\_\_\_

15 SELLER \_\_\_\_\_ DATE \_\_\_\_\_

16 THE SELLER AND THE BUYER MAY WISH TO OBTAIN PROFESSIONAL ADVICE  
17 AND INSPECTIONS OF THE PROPERTY TO OBTAIN A TRUE REPORT AS TO THE  
18 CONDITION OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS  
19 IN ANY CONTRACT OF SALE AS NEGOTIATED BETWEEN THE SELLER AND THE  
20 BUYER WITH RESPECT TO SUCH PROFESSIONAL ADVICE AND INSPECTIONS.

21 I/We acknowledge receipt of a copy of this statement on the date appearing beside my/our  
22 signature(s) below. Any agent representing any party to this transaction makes no  
23 representations and is not responsible for any conditions existing in the property.

24 BUYER \_\_\_\_\_ DATE \_\_\_\_\_

1 BUYER \_\_\_\_\_ DATE \_\_\_\_\_