

Property Condition Disclosure Statement

Name of seller or sellers: Patricia Miller
Property address: 136 Fern Oak Cir, Liverpool NY 13088

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 FIVE HUNDRED DOLLARS 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? 1 yr 6 months
- How long have you occupied the property? 1 yr 6 months
- What is the age of the structure or structures? Built in 1990
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? Yes NO UNKN NA (if yes, explain below)

6. Has anyone denied you access to the property or made a formal legal claim challenging your title to the property?
 Yes UNKN NA (if yes, explain below)
7. Are there any features of the property shared in common with adjoining land owners or a homeowners association, such as walls, fences or driveways? Yes/No UNKN NA (if yes describe below) *Walls, court yard*
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? Yes UNKN NA (if yes, explain below)
9. Are there certificates of occupancy related to the property? Yes UNKN NA (if no, explain below)

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? Yes UNKN NA (if yes, explain below)
11. Is any or all of the property located in a designated wetland? Yes UNKN NA (if yes, explain below)
12. Is the property located in an agricultural district? Yes UNKN NA (if yes, explain below)
13. Was the property ever the site of a landfill? Yes UNKN NA (if yes, explain below)
14. Are there or have there ever been fuel storage tanks above or below the ground on the property?
 Yes UNKN NA
 if yes, are they currently in use? Yes No UNKN NA Location(s) _____
 Are they leaking or have they ever leaked? Yes No UNKN NA (if yes, explain below)
15. Is there asbestos in the structure? Yes UNKN NA (if yes, state location or locations below)
16. Is lead plumbing present? Yes UNKN NA (if yes, state location or locations below)
17. Has a radon test been done? Yes UNKN NA (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? Yes UNKN NA (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?
 Yes UNKN NA (if yes, attach report(s))

Structural

20. Is there any rot or water damage to the structure or structures? Yes UNKN NA (if yes, explain below)
21. Is there any fire or smoke damage to the structure or structures? Yes UNKN NA (if yes, explain below)
22. Is there any termite, insect, rodent or pest infestation or damage? Yes UNKN NA (if yes, explain below)

23. Has the property been tested for termite, insect, rodent or pest infestation or damage?
 Yes UNKN NA (if yes, please attach report(s))
24. What is the type of roof/roof covering (slate, asphalt, other.)? Asphalt
 Any known material defects? NO
 How old is the roof? 1
 Is there a transferable warranty on the roof in effect now? Yes UNKN NA (if yes, explain below)
25. Are there any known material defects in any of the following structural systems: footings, beams, girders, lintels, columns or partitions. Yes UNKN NA (if yes, explain below)

Mechanical Systems & 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? Yes UNKN NA (if yes, describe below)
28. What is the type of sewage system (circle all that apply - public sewer, private sewer, septic or cesspool)?
 If septic or cesspool, age? _____
 Date last pumped? _____
 Frequency of pumping? _____
 Any known material defects? Yes No UNKN NA (if yes, explain below)
29. Who is your electric service provider? National Grid/Agway
 What is the amperage? _____
 Does it have circuit breakers or fuses? Circuit Breakers
 Private or public poles? Public/Underground
 Any known material defects? Yes UNKN NA (if yes, explain below)
30. Are there any flooding, drainage or grading problems that resulted in standing water on any portion of the property? Yes UNKN NA (if yes, state locations and explain below)
31. Does the basement have seepage that results in standing water? Yes UNKN NA (if yes, explain below)

Are there any known material defects in any of the following (if yes, explain below. Use additional sheets if necessary):

- | | |
|--|--|
| 32. Plumbing system? | Yes <input checked="" type="radio"/> UNKN NA |
| 33. Security system? | Yes No UNKN <u>NA</u> |
| 34. Carbon monoxide detector? | Yes <input checked="" type="radio"/> UNKN NA |
| 35. Smoke detector? | Yes <input checked="" type="radio"/> UNKN NA |
| 36. Fire sprinkler system? | Yes No UNKN <u>NA</u> |
| 37. Sump pump? | Yes No UNKN <u>NA</u> |
| 38. Foundation/slab? | Yes <input checked="" type="radio"/> UNKN NA |
| 39. Interior walls/ceilings? | Yes <input checked="" type="radio"/> UNKN NA |
| 40. Exterior walls or siding? | Yes <input checked="" type="radio"/> UNKN NA |
| 41. Floors? | Yes <input checked="" type="radio"/> UNKN NA |
| 42. Chimney/fireplace or stove? | Yes <input checked="" type="radio"/> UNKN NA |
| 43. Patio/deck? | Yes <input checked="" type="radio"/> UNKN NA |
| 44. Driveway? | Yes <input checked="" type="radio"/> UNKN NA |
| 45. Air conditioner? | Yes <input checked="" type="radio"/> UNKN NA |
| 46. Heating system? | Yes <input checked="" type="radio"/> UNKN NA |
| 47. Hot water heater? | Yes <input checked="" type="radio"/> UNKN NA |
| 48. The property is located in the following school district | <u>Liverpool</u> UNKN |

Note: Buyer is encouraged to check public records concerning the property (e.g. tax records and wetland and flood plain 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.

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 Patricia Miller date 1/4/00

Seller _____ date _____

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 _____ date _____

Buyer _____ date _____

PROPERTY INFORMATION:

Regarding property at: 136 Iron Oak Cir. Liverpool NY 13088

The following information is provided to the best of the Seller's knowledge.

Is the property or structure on a local, state or national historical register or listed on an eligibility list: Yes No

Property Tax Exemption: Yes No Basic Star _____ Veterans _____ Other _____

HOA/Condo Fee: Amount: \$ _____ Due: Monthly Qtrly Semi-Annual Yearly Other

Special Assessments or Other Fees: Amount: \$ _____ Due: Monthly Qtrly Semi-Annual Yearly Other
Explain: _____

Age of Hot Water Heater: UNKNOWN Capacity of Gallons: 30?

Age of Furnace or Boiler: UNKNOWN Age of Air Conditioning Unit: 16 months

Annual Bill for Fuel/Oil or Propane: _____

Average Monthly Utilities: Gas _____ Electric _____ Total: \$160.00

Major Improvements within the last five (5) years:

I agree to furnish a copy of:

- 1. My deed and existing survey, if available, upon acceptance of contract for the buyer's use. Yes No
- 2. Restrictive covenants or deed restrictions of record, if applicable. N/A
- 3. Condominium Bylaws, Rules, etc., if applicable. A/A
- 4. Homeowner's Association Bylaws, Rules, etc., if applicable. N/A
- 5. Utility bills upon request.

WE MAKE NO REPRESENTATIONS OR WARRANTIES EITHER EXPRESSED OR IMPLIED AS TO THE CONDITION OF THE PROPERTY. POTENTIAL BUYERS ARE URGED TO CAREFULLY INSPECT THE PROPERTY AND/OR ORDER A HOME INSPECTION AND/OR OTHER DESIRED TESTS AT BUYER'S EXPENSE WHICH MAY ADDRESS CONDITIONS OR CIRCUMSTANCES OF LOCAL AND NATIONAL CONCERN SUCH AS, BUT NOT LIMITED TO, (1) FORMALDEHYDE-EMITTING SUBSTANCES, INCLUDING UREA FORMALDEHYDE FORM INSULATION (2) RADON GAS (3) ALUMINUM WIRING (4) HAZARDOUS OR TOXIC SUBSTANCES (5) ASBESTOS-CONTAINING MATERIALS (6) LEADED PAINT (7) PRESENCE OF PESTICIDE RESIDUE (8) TOXIC MOLD.

Seller Petunia Miller Date 11/4/00

Seller _____ Date _____

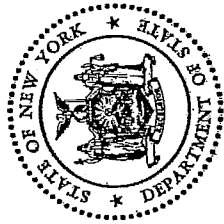
I have read this Property Information Form and have received a copy of it. I acknowledge that this statement is not a representation or warranty of any kind by Seller or any agent of the Seller and is not a substitute for a home inspection or other tests that are available to me to assess the physical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

Buyer _____ Date _____

Buyer _____ Date 12/20/06

Improvements for 136 Iron Oak Circle

- ❖ Central Air Energy Star
- ❖ Paint in living room, kitchen and second bedroom
- ❖ Replace deck
- ❖ Replace kitchen cabinets, counter tops, stove, refrigerator, microwave, dishwasher Energy Star Appliances, sink faucet
- ❖ Replace upstairs bath counter top and faucet
- ❖ Replace overhead lights in kitchen, dining, entry, master bedroom, master vanity and bath vanity.
- ❖ Zero Draft Insulation



New York State
DEPARTMENT OF STATE
Division of Licensing Services
P.O. Box 22001
Albany, NY 12201-2001

**KELLER WILLIAMS**
REALTY

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Equal Housing Opportunity Equal Housing Lender

Customer Service: (518) 474-4429
Fax: (518) 473-6648
Web site: www.dos.state.ny.us

New York State Disclosure Form for Buyer and Seller

THIS IS NOT A CONTRACT

New York State law requires real estate licensees who are acting as agents of buyers and sellers of property to advise the potential buyers and sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales associates.

Throughout the transaction you may receive more than one disclosure form. The law requires each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.

If you need legal, tax or other advice, consult with a professional in that field.

by negotiating the purchase of a home at a price and on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not inconsistent with the agent's fiduciary duties to the buyer.

Disclosure Regarding Real Estate Agency Relationships

Seller's Agent

A seller's agent is an agent who is engaged by a seller to represent the seller's interest. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

Buyer's Agent

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interest. The buyer's agent does this

Broker's Agents

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller can not provide instructions or direction directly to the broker's agent. The buyer and the seller therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction and instruction to the broker's agent and therefore the listing agent or buyer's agent will have liability for the acts of the broker's agent.

Dual Agent

A real estate broker may represent both the buyer and seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between

DOS 1736 (Rev. 1/08)

This form was prepared by Pei Lin Huang using the INSTANT FORMS internet contract management service.



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 the seller provide their informed consent in writing, the principals or 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 Kevin Team (print name of licensee) of KW Signature (print name of company, firm or brokerage),

a licensed real estate broker acting in the interest of the

Seller as a (check relationship below)
 Seller's agent
 Broker's agent

Buyer as a (check relationship below)
 Buyer's agent
 Broker's agent

Dual agent
 Dual agent with designated sales agents

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):

Kevin Miller

Date: 1/4/10

Date: _____

ADDITIONAL LISTING INFORMATION

FOR PROPERTY LOCATED AT:

As owner of the property referenced above, I give permission for videos to be taken of the exterior and interior of my property. I also give permission for these images to be used for marketing purposes on the internet.

I also state that there is ___ or will be at time of closing ___ a working carbon monoxide detector located within my property.

To the best of my knowledge children residing at my property attend the following schools:

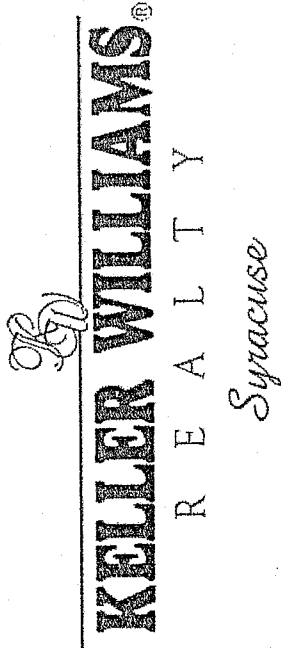
District: Liverpool

Elementary: Nate Perry

Middle: _____

High School: Liverpool

P. Perry
Signed



Each Office Independently Owned and Operated.

NOTICE TO BOTH BUYER AND SELLER:

Unless otherwise indicated in writing, square footage represented on the MLS is taken from public tax records and has not been independently verified by the seller or listing agent. Should Buyer desire independent verification of the actual square footage, it shall be Buyer's responsibility to hire an appraiser or other professional to measure the actual square footage of the premises.

Buyer _____ Date _____

Buyer _____ Date _____

~~Seller~~ Patricia Miller _____ Date 1/14/08

Seller _____ Date _____

THE PEILIN TEAM

2501 James Street
Syracuse, NY 13206
315-474-1899 1-866-662-9393 fax
www.YourCNYHome.com

Read Date & Days	Read Type	Total kWh	Utility Charges	Total Charges
12/28/2009 34 days	Actual	610	\$59.68	\$110.96
11/24/2009 29 days	Actual	442	\$49.70	\$82.51
10/26/2009 31 days	Actual	466	\$50.01	\$84.65
9/25/2009 30 days	Actual	489	\$54.51	\$88.22
8/26/2009 28 days	Actual	542	\$56.78	\$95.57
7/29/2009 31 days	Actual	467	\$54.00	\$86.74
6/28/2009 31 days	Actual	357	\$38.15	\$63.58
5/28/2009 30 days	Actual	270	\$34.43	\$49.96
4/28/2009 32 days	Actual	370	\$57.56	\$57.56
3/27/2009 30 days	Actual	305	\$52.94	\$52.94
2/25/2009 29 days	Actual	372	\$63.03	\$63.03
1/27/2009 29 days	Actual	350	\$60.49	\$60.49
12/29/2008 35 days	Actual	442	\$70.35	\$70.35
11/24/2008 28 days	Actual	372	\$60.66	\$60.66
10/27/2008 32 days	Actual	539	\$78.20	\$78.20
9/25/2008 30 days	Actual	112	\$30.41	\$30.83
8/26/2008 27 days	Actual	86	\$28.16	\$28.16

Read Date & Days	Read Type	Total Therms	Utility Charges	Total Charges
12/28/2009 34 days	Actual	81	\$41.86	\$111.97
11/24/2009 29 days	Actual	40	\$36.90	\$71.00
10/26/2009 31 days	Actual	33	\$30.14	\$56.00
9/25/2009 30 days	Actual	15	\$23.17	\$32.61
8/26/2009 28 days	Actual	15	\$23.17	\$33.06
7/29/2009 31 days	Actual	15	\$23.18	\$33.25
6/28/2009 31 days	Actual	18	\$24.54	\$36.82
5/28/2009 30 days	Actual	19	\$22.46	\$33.82
4/28/2009 32 days	Actual	45	\$66.63	\$66.63
3/27/2009 30 days	Actual	66	\$94.68	\$94.68
2/25/2009 29 days	Actual	86	\$116.45	\$116.45
1/27/2009 29 days	Actual	114	\$144.35	\$144.35
12/29/2008 35 days	Actual	101	\$141.29	\$141.29
11/24/2008 28 days	Actual	56	\$86.19	\$86.19
10/27/2008 32 days	Actual	34	\$57.75	\$57.75
9/25/2008 30 days	Actual	5	\$20.81	\$21.16
8/26/2008 27 days	Actual	6	\$23.08	\$23.08

Why I love living at 136 Iron Oak Circle

I like living at 136 Iron Oak Circle because the property is low maintenance and it is close to everything - Carousel Mall, numerous gyms, shopping on route 11, and restaurants in the Village of Liverpool, the airport, Downtown, Armory Square, Day Spas, grocery shopping and Onondaga Lake Park. The house is light and bright with plenty of storage. The neighbors are friendly and quiet.