

Property Condition Disclosure Statement

Name of seller or sellers: Danita R. Thomas

Property address: 2538 South Ave Syracuse NY 13205

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? 6 1/2 years
- How long have you occupied the property? 6 years
- What is the age of the structure or structures? 19 yrs old

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 UNKN NA (if yes, explain below)
- 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)
- 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 UNKN NA (if yes describe below)
- 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)
- Are there certificates of occupancy related to the property? Yes No 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 No UNKN NA (if yes, explain below)
- 11. Is any or all of the property located in a designated wetland? Yes No UNKN NA (if yes, explain below)
- 12. Is the property located in an agricultural district? Yes No UNKN NA (if yes, explain below)
- 13. Was the property ever the site of a landfill? Yes No 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 No 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 No UNKN NA (if yes, state location or locations below)
- 16. Is lead plumbing present? Yes No UNKN NA (if yes, state location or locations below)
- 17. Has a radon test been done? Yes No 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 No UNKN NA (if yes, describe below) *motor oil and coolant leaked onto driveway*
- 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 No UNKN NA (if yes, attach report(s))

Structural

- 20. Is there any rot or water damage to the structure or structures? Yes No UNKN NA (if yes, explain below)
- 21. Is there any fire or smoke damage to the structure or structures? Yes No UNKN NA (if yes, explain below)
- 22. Is there any termite, insect, rodent or pest infestation or damage? Yes No UNKN NA (if yes, explain below)
- 23. Has the property been tested for termite, insect, rodent or pest infestation or damage?
 Yes No UNKN NA (if yes, please attach report(s))
- 24. What is the type of roof/roof covering (slate, asphalt, other.)? slate
 Any known material defects? NO
 How old is the roof? Approx 19 years
 Is there a transferable warrantee on the roof in effect now? Yes No 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 No 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 ~~Yes~~
- 27. Has the water quality and/or flow rate been tested? Yes No 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
 What is the amperage? _____
 Does it have circuit breakers or fuses? Breakers
 Private or public poles? Public
 Any known material defects? Yes No 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 No UNKN NA (if yes, state locations and explain below)
- 31. Does the basement have seepage that results in standing water? Yes No 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 No UNKN NA
- 33. Security system? Yes No UNKN NA
- 34. Carbon monoxide detector? Yes No UNKN NA
- 35. Smoke detector? Yes No UNKN NA
- 36. Fire sprinkler system? Yes No UNKN NA
- 37. Sump pump? Yes No UNKN NA
- 38. Foundation/slab? Yes No UNKN NA
- 39. Interior walls/ceilings? Yes No UNKN NA
- 40. Exterior walls or siding? Yes No UNKN NA
- 41. Floors? Yes No UNKN NA
- 42. Chimney/fireplace or stove? Yes No UNKN NA
- 43. Patio/deck? Yes No UNKN NA
- 44. Driveway? Yes No UNKN NA *MOTOR OIL stain*
- 45. Air conditioner? Yes No UNKN NA
- 46. Heating system? Yes No UNKN NA
- 47. Hot water heater? Yes No UNKN NA
- 48. The property is located in the following school district *city of Syracuse*

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 *Danita R. Thomas Bey* date *6-23-09*
Danita R. Thomas

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: 2538 South Ave Syracuse NY 13205

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 [x]

Property Tax Exemption: Yes [x] No [x] Basic Star _____ Veterans _____ Other _____

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

Special Assessments or Other Fees: Y/N Amount: \$ _____ Due: Monthly [] Qtrly [] Semi-Annual [] Yearly [] Other []

Explain: _____

* Age of Hot Water Heater: _____

* Capacity of Gallons: _____

* Age of Furnace or Boiler: _____

Age of Air Conditioning Unit: 4 yrs.

Annual Bill for Fuel/Oil or Propane: N/A

Average Monthly Utilities: Gas 56.29 Electric 65.30 Total: 121.59 ?

Major Improvements within the last five (5) years:

(See Attached)

I agree to furnish a copy of:

- 1. My deed and existing survey, if available, upon acceptance of contract for the buyer's use. [x] []
2. Restrictive covenants or deed restrictions of record, if applicable. [x] []
3. Condominium Bylaws, Rules, etc., if applicable. [x] []
4. Homeowner's Association Bylaws, Rules, etc., if applicable. [x] []
5. Utility bills upon request. [x] []

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 Danita R. Thomas Bey Date 6-23-09

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

ADDITIONAL LISTING INFORMATION
FOR PROPERTY LOCATED AT:

2538 Smith Ave.

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: Syracuse City Schools

Elementary: Elmwood

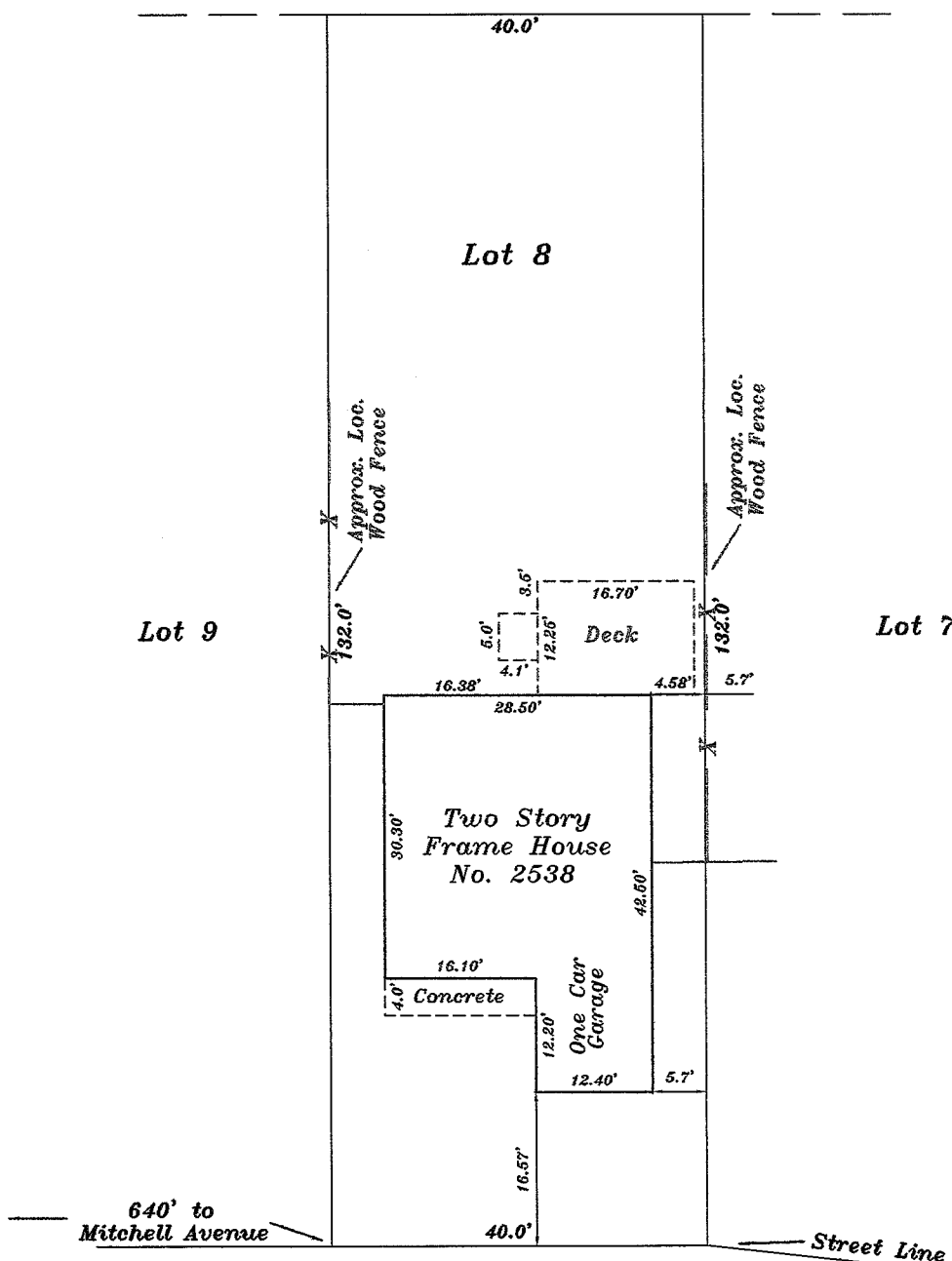
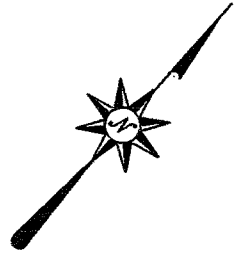
Middle: Danforth

High School: Corcoran

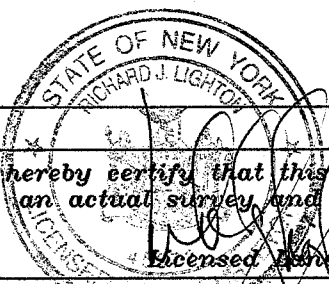
X Darinto B. Thomas
Signed

MAJOR IMPROVEMENTS AT 2538 (WITHIN 5 YRS.)

- I had a light pole installed in front of the home (2005)
 - I had a circular paved driveway installed in front of the home (2005)
 - I had central air conditioning professionally installed throughout the home (2005)
 - I hired a company for professional landscaping in front of the house (2003); I landscaped the back yard by planting perennials as well as flowering and non-flowering shrubs (2006)
 - I had a black metal fence professionally installed in the backyard to close it off (2004)
 - I had a new garage door professionally installed (2007)
 - I purchased a new refrigerator that dispenses ice and filtered water (2004)
 - I purchased a new stove (2005)
 - I had the kitchen floor and first floor hallway re-tiled (2007)
 - I had removable custom-made stained glass windows created and installed in the front foyer (2005)
 - The sliding door to the deck was recently repaired (2009)
 - The handrails on the stairs to the second floor as well as the stairs to the basement have been reinforced (2009)
 - The carpets throughout were recently shampoo'd (2009)
 - New light fixtures were installed in both bathrooms (2009)
-



South Avenue



I hereby certify that this map was made from an actual survey and same is correct

Richard J. Lighton Sr.
 Licensed Professional Surveyor

R.J. Lighton Sr. NYSLS 45373
 886 E. Brighton Ave., Syracuse N.Y. 13205

Location Survey on Lot# 8, Block# 9 of the Lynch Park Tract.

Known as No. 2538 South Avenue, City of Syracuse, County of Onondaga, State of New York.

Drawn by: MJM | Scale: 1" = 20' | Date: 1-22-03

Revisions:



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



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.

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

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.

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)

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the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to 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 seller provide their informed consent in writing, the principals and 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 Pei Lin Huang (print name of licensee) of Keller Williams Syracuse (print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

- Seller as a (check relationship below)
- Buyer as a (check relationship below)
- Seller's agent
- Buyer's agent
- Broker's agent
- Broker's agent
- Dual agent
- Dual agent with designated sales agent

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):

Danita R. Thomas
Danita R. Thomas

Date: _____

Date: _____





ESCROW

All parties acknowledge that it may take up to seven (7) business days for the Earnest money funds to clear the bank. In the event the contract is cancelled the funds will be disbursed as soon as they are available from our HSBC Escrow account. In accordance with Section 778 of the General Business Law of the State of New York, we are required to advise you that should Keller Williams Syracuse be the escrow agent in the attached Contract to Purchase or Lease, the down payment will be deposited in the escrow agent's bank account maintained at HSBC during the term of the escrow.

FRANCHISE DISCLOSURE ADDENDUM

Broker and owner Natri Real Estate LLC is an independent franchise of the Keller Williams Realty System. Each office is independently owned and operated.

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

This is to notify you that Keller Williams Syracuse has an affiliation with Homestead Financial Services, Inc. who provides us with financial benefits.

EQUAL OPPORTUNITY POLICY STATEMENT

Natri Real Estate LLC dba Keller Williams Syracuse is a member of the Multiple Listing Service, which covers the Greater Syracuse area and some surrounding counties. Our agents can show you any homes you wish to see, regardless of location.

It is the policy of Keller Williams Syracuse to comply with local, New York State, and Federal fair housing laws. These laws require that the type of service provided to a home seeker shall not be influenced by the home seeker's race, color, religion, sex, handicap, familial status, or national origin - or such other classes as may be determined by law to be protected classes (collectively referred to as "protected classes"). Our agents are not authorized to discuss with any customer or client the composition of any neighborhood or area based upon protected classes listed. Neighborhood information may usually be secured from local schools, police departments, government offices, or from residents of the area. Further, our agents are not permitted to select houses or other property for prospective buyers on the basis of the neighborhood composition of protected classes.

If at any time in your relationship with this form, you believe that you may not have received equal service because of your protected class, we strongly encourage you to notify either the manager of the branch office through which you are seeking assistance, or the Principal Broker of this company. We do not expect there will be any problems, but we would like the opportunity to correct any problems that you feel may exist.

COMMISSION PAYMENT AUTHORIZATION

New York State Real Property Law considers the real estate commission due at the time of the meeting of the minds, which would be at the time a Purchase Offer or Lease is accepted. However, most real estate companies, including Keller Williams Syracuse, defer the actual collection of this earned commission until the closing of the sale or lease execution. In consideration of this deferred commission collection we request your authorization for collection of the commission at the closing or lease execution from the proceeds or a certified check. To: Attorney, Closing Agent or Lender's Attorney;

I (we) hereby authorize and request that the real estate commission for the sale/lease/exchange of the above property, or any portion thereof outstanding, be disbursed from the proceeds of the sale/lease/exchange at the time of closing or lease execution as billed to Keller Williams Syracuse, which will indicate direct payment to the applicable real estate companies involved. In the event the proceeds are insufficient, the balance shall be paid by a certified check drawn on or official check issued by any bank, credit union (provided such check is drawn on a New York State bank) or savings and loan association having a banking office in the State of New York.

CERTIFICATION

I have read and understood the information in the "Franchise Disclosure Addendum" and the "Equal Opportunity Policy Statement".

Danita R. Thomas
SELLER NAME(S)
Danita R. Thomas
SIGNATURE OF PROSPECTIVE SELLER

BUYER NAME(S)
SIGNATURE OF PROSPECTIVE BUYER

SIGNATURE OF PROSPECTIVE SELLER

SIGNATURE OF PROSPECTIVE BUYER

I certify that I have provided the Prospective Buyer(s)/Seller(s) named above with a copy of the "Franchise Addendum" and "Equal Opportunity Policy Statement".

Signature of Sales Associate: [Signature]
Broker/Manager: [Signature] Phone: 701-6900
Company Name: Natri Real Estate LLC dba Keller Williams Syracuse
Date of Signatures: / /