



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

As part of your negotiations with a real estate agent, you may authorize your agent to engage other agents whether you are a buyer or seller. As a general rule, those agents owe fiduciary duties to your agent and to you. You are not vicariously liable for their conduct.

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 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 Agency with Designated Sales Associates

If the buyer and 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 associate to represent the buyer and another sales associate to represent the seller to negotiate the purchase and sale of real estate. A sales associate works under the supervision of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales associate for the buyer will function as the buyer's agent repre-

senting the interests of the buyer and the designated sales associate for the seller will function as the seller's agent representing the interests of the seller in the negotiations between the buyer and seller. A designated sales associate cannot provide the full range of fiduciary duties to the buyer or seller. The designated sales associate 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 associates before agreeing to such representation.

This form was provided to me by the company named below:

Licensee or Associate of Licensee: Pi Hsin Huang (Signature) of
Company: Keller Williams Syracuse

The above-named company, which is licensed as a Real Estate Broker is (check one)

- The Seller's Agent () A Dual Agent
- () The Buyer's Agent () A Dual Agent With Designated Sales Associates
- () The Broker's Agent

If Dual Agent with Designated Sales Associates 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 (X) Seller(s):

X [Signature]

X [Signature]

Date: 9/18/07

Date: _____

This form must be copied as a one page, two-sided form.

Property Condition Disclosure Statement

Name of seller or sellers: Sean & Michelle Brown
Property address: 513 Buckingham Ave, Syracuse NY 13210

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? 4 years
- How long have you occupied the property? 6 years (rented previously)
- What is the age of the structure or structures? 57 years
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)
- Has anyone denied you access to the property or made a formal legal claim challenging your title to the property? Yes No 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 No UNKN NA (if yes describe below)
owned by 513 Buckingham
- 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 No 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.

Property. 513 Buckingham Ave, Syracuse

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) in process
- 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)
- 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.)? 25 yr Tamko Weathered Architect Shingles
Any known material defects? No
How old is the roof? 7 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
- 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? circuit 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)

Property: 513 Buckingham Ave., Syracuse

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
- 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

Syracuse City

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.

September 2007 Home Inspection available upon request

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: Michelle R. B... date 9/17/07

Seller: [Signature] date 9/17/07

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 _____

ADDITIONAL LISTING INFORMATION
FOR PROPERTY LOCATED AT:

513 Buckingham

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

Elementary: Ed Smith Elementary

Middle: Levy Middle School

High School: Nottingham HS


Signed

**CONTINGENCY ADDENDUM AND DISCLOSURE OF
INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED
PAINT HAZARDS FOR TARGET HOUSING SALES**

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Property Address:

Street Address: 513 Buckingham Ave
 City: Syracuse State: Ny Zip: 13210 Unit: _____

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
 (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____

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

(b) Records and reports available to the purchaser (Check (i) or (ii) below):
 (i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below): _____

MB (ii) Seller has no reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (Initial)

(c) _____ Purchaser has received copies of all information listed above.
 (d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*
 (e) _____ Purchaser has [check (i) or (ii) below]:

(i) If this line is checked and by signatures of purchasers and sellers below, purchasers will receive a 10 day opportunity, beginning at 12:01 a.m. on the date of the execution of the purchase and sale agreement by all parties, to conduct a risk assessment or inspection, at purchasers expense, for the presence of lead-based paint and/or lead-based paint hazards. If lead based paint hazards are found by a qualified inspector and written notice to terminate the contract is not given by the purchasers to the sellers by 11:59 p.m. of the 10th day of the inspection period, then this contract is binding and enforceable.
 (ii) Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (Initial)

(e) pen Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Buyer _____	Date _____	Seller <u>[Signature]</u>	Date <u>9/17/07</u>
Buyer _____	Date _____	Seller <u>[Signature]</u>	Date <u>9/17/07</u>
Agent _____	Date _____	Agent <u>Pei Lin Huang</u>	Date _____

This form has been prepared for the sole use of the Greater Syracuse Board of REALTORS and its members. The Greater Syracuse Board, its members and employees, assume no responsibility if this form fails to protect the interests of any party. Each party should secure its own legal, tax, financial or other advice.

Rev. 01/01

This contract was prepared by PEI LIN HUANG using the INSTANET FORMS internet contract management service.





ESCROW

If 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 78 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 Nastri Real Estate LLC is an independent franchise of the Keller Williams Realty System. Each office is independently owned and operated.

EQUAL OPPORTUNITY POLICY STATEMENT

Nastri 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.

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".

SELLER NAME(S)
[Signature]
SIGNATURE OF PROSPECTIVE SELLER
[Signature]
SIGNATURE OF PROSPECTIVE SELLER

BUYER NAME(S)

SIGNATURE OF PROSPECTIVE BUYER

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: Pei Lin Huang
Broker/Manager: _____ Phone: _____

Company Name: Nastri Real Estate LLC dba Keller Williams Syracuse

Date of Signatures: 9/18/07

ZALIZNIAK APPRAISALS

4455 Swissvale Drive
Manlius, NY 13104

Phone: (315) 682-2015 • Fax: (315) 682-7035

E-Mail: izalizniak@yahoo.com

September 29, 2007

Re: 513 Buckingham Avenue
Syracuse, NY 13210

The square footage of the first and second floors was determined by measuring from the exterior of the house and rounding down to the nearest foot. The square footage of the finished area of the basement was determined by measuring from the interior and rounding up to the nearest foot. The total living space is as follows:

1 st Floor:	30 X 20 =	600
	6 X 4 =	<u>24</u>
		624

2 nd Floor:	30 X 20 =	600
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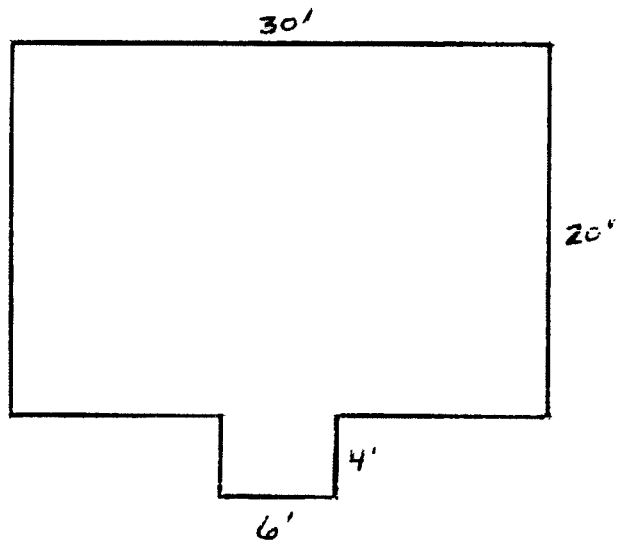
Total Square Footage Above Grade:	1,224 s.f.
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Finished Basement:	11 X 20 =	220
	7 X 8 =	<u>56</u>
		<u>276 s.f.</u>

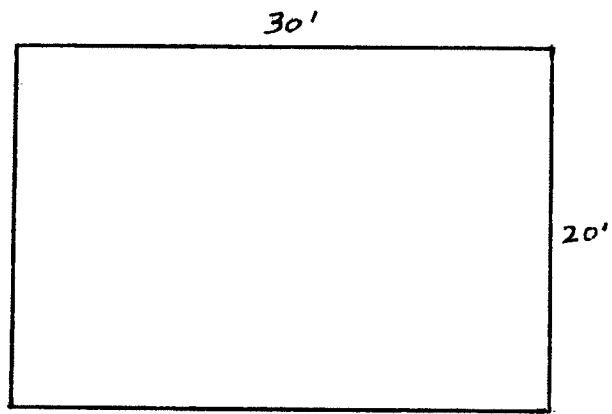
Total Square Footage of Living Space:	1,500 s.f.
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Irma S. Zalizniak
Irma S. Zalizniak
NYS Certification No. 45000006512

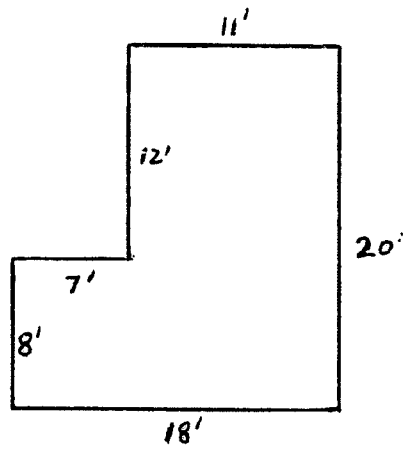
1ST FLOOR



2ND FLOOR



FINISHED AREA OF BASEMENT



Improvements to 513 Buckingham Ave.

2007

- 6 new windows on 1st floor
- New rug installed on stairs to 2nd floor

2006

- New thermostat installed
- Installed new kitchen floor

2005

- Central Air installed
- Remodeled 2nd floor bathroom
- New condensate pump
- Refinished 2nd floor hardwoods (LeBeau & Son)

2004

- Refinished 1st floor hardwoods (LeBeau & Son)
- Installed driveway
- Finished partial basement
- Insulated basement level ceilings & walls
- 2 new exterior doors & 1 storm door

2002

- New stove
- New front step installed

2001

- New refrigerator
- New washer/dryer unit

2000

- Kitchen remodeled
- New dishwasher
- New furnace installed
- New hot water heater installed
- 10 new windows installed (3-1st floor, 7-2nd floor)
- Painted exterior of house including foundation
- New roof
- Some new plumbing
- Some new circuits & electrical updates
- Blow foam insulation in attic
- 1st floor $\frac{1}{2}$ bath installed

Wood Destroying Insect Infestation Inspection Report

2-0-95

This is not a structural damage report. This form may not be altered.

Section I. General Information

Inspection Company, Address, & Phone:

CNY Exterminating Inc.
PO Box 2411
Syracuse, NY 13220 952-1061

Company's Business Lic. No.:

79056

FHA/VA Case No. (if any):

-

Property Address:

513 Buckingham Ave.

Syracuse, N.Y. 13210

Inspector's Name:

Jeffery Fabianek

Structure(s) Inspected:

Same

Section II. Inspection Findings

This report is a statement of the condition of the subject structure(s) on the date of the inspection only and is not to be construed as an explicit or implied warranty or guarantee against future concealed or future infestation or defoliation. Any such warranty or service agreement to provide future treatment or inspections may be provided as a separate attachment and only if indicated in Section IV.

Section IX on page 2 for important information. Based on a careful visual inspection of the readily accessible areas of the structure(s) inspected:

- a. No Visible evidence of a wood destroying insect infestation was observed.
- b. Visible evidence of a wood destroying insect infestation was observed as follows:

Live insects; (description & location): _____

Insect parts, frass, exit holes, or shelter tubes; (description & location): _____

Damage from wood destroying insects was noted in the following area(s): _____

Regarding visible evidence of wood destroying insects, the inspector may find wood which has been damaged by insects. Any damage noted should be considered only as evidence of current or previous infestation of wood destroying insects. If box has checked above, it should be understood that some degree of damage, including hidden damage, may be present. The inspector's training and experience do not qualify the inspector in damage evaluation or any other building construction technology and/or repair. Upon receipt of this report, the Seller or the Seller's Agent shall notify the Buyer that any damage should be examined by a qualified individual to determine the need for repair.

Any visible evidence observed above appears:

- Active; treatment recommended at this time (Note: FHA and VA require treatment for all active infestations)
- Inactive; no treatment recommended at this time
- Activity and need for treatment cannot be determined without further investigation. Reason: _____

In many cases, based upon visible signs of infestation by wood destroying insects, it is not possible without benefit of subsequent inspections and evaluations over a period of time to ascertain whether an infestation is active or inactive. If a warranty or service agreement is in effect, the company which issued the warranty or service agreement should be contacted. If no warranty or service agreement is in effect, the inspecting company or another company may provide treatment, if requested and permitted by regulations, for an additional fee.

It appears that the structure(s) or a portion thereof may have been previously treated. Evidence of previous treatment: _____

This company can give no assurances with regard to work that may have been previously performed by other companies. The company which treated the property should be contacted by the Buyer for treatment and warranty information.

Section III. Treatment

was/is scheduled to be performed by the inspecting company: YES NO Date _____

Treatment Description: _____

Section IV. Attachments

The following listed attachments are integral parts of this inspection report:

Section V. Obstructions & Inaccessible Areas

The following areas of the structure(s) inspected were obstructed or inaccessible (see item 4 on side 2):

- Basement 7
- Crawl Space
- Main Level 1, 3, 6, 7, 8, 9
- Attic 10
- Garage
- Exterior
- Porch
- Addition
- Other

The inspector may write out inaccessible areas or use the following key:

- 1. fixed ceilings
- 2. suspended ceiling
- 3. fixed wall covering
- 4. floor covering
- 5. insulation
- 6. cabinets or shelving
- 7. stored items
- 8. furnishings
- 9. appliances
- 10. no access or entry
- 11. limited access
- 12. only visual access
- 13. no access beneath
- 14. cluttered condition
- 15. standing water
- 16. dense vegetation
- 17. exterior coverings
- 18. window well covers
- 19. wood pile
- 20. snow
- 21. unsafe conditions

Section VI. Additional Comments

(may be continued on side 2)
No evidence of wood destroying insects was noted at this time of the inspection.

Section VII. Inspector's Signature:

Neither I nor the company for which I am acting have had, presently have; or contemplate having any interest in the property.

Certification or Registration No.: (if applicable)

Date of Inspection:

X Jeffery Fabianek

C767 2989

9-30-03

Section VIII. Statement of Buyer & Seller

This report is integral to, and a necessary part of the inspecting company's full disclosure as to the scope and inherent limitations of the inspection and report of findings. It is most important that the interested parties acknowledge this advice.

The Buyer, Seller, and all other interested parties hereby acknowledge, regarding WDI infestation, damage to the structure, and treatment disclosure, the terms of the Buyer's _____

Signature of Seller(s)
 Owner(s)
(if refinancing) X

Date:

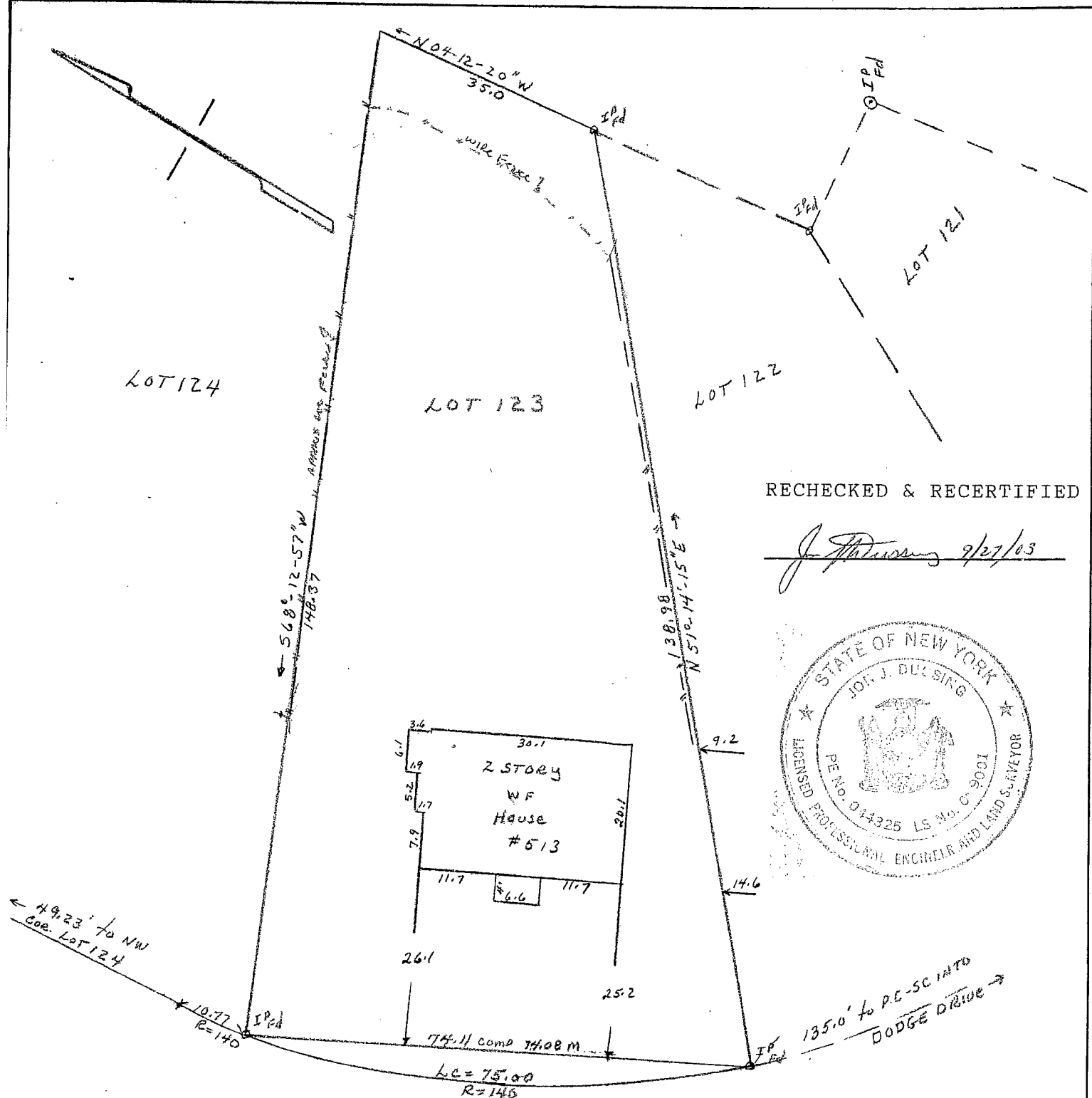
The undersigned hereby acknowledges receipt of a copy of this report

Buyer's Signature:

Date

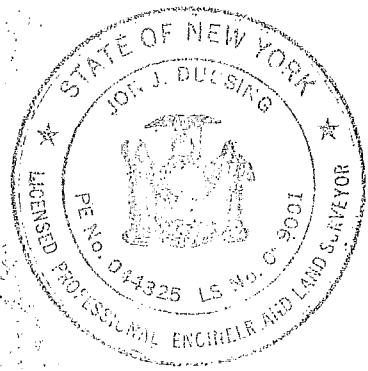
X

This report was signed by the Buyer and Seller as applicable. A legible copy of this signature page must be retained by the inspecting company for the period of time as indicated. See Section IX on side 2 regarding the scope & limitations of the inspection & this report.



RECHECKED & RECERTIFIED

J. Dussing 9/27/03



BUCKINGHAM AVENUE

Subject to easements & restrictions of record
NO ABSTRACT PROVIDED AT TIME OF SURVEY

<p>CERTIFIED TO</p>	<p>LOCATION SURVEY FOR 513 BUCKINGHAM AVENUE LOT 123 TRACT DEVONSHIRE</p>	
<p>PROPERTY CORNERS NOT SET THIS SURVEY UNLESS SHOWN. OFFSETS FROM PROPERTY LINES MEASURED TO FOUNDATION WALLS UNLESS OTHERWISE INDICATED. THE UNDERSIGNED HEREBY CERTIFIES THAT THIS IS A CORRECT MAP MADE FROM AN ACTUAL SURVEY.</p> <p><i>J. Dussing</i></p> <p>N.Y.S. LICENSED LAND SURVEYOR No. 49001</p>	<p>CITY/TOWN SYRACUSE COUNTY ONONDAGA STATE N.Y.</p> <p>LICENSED LAND SURVEYOR JON J. DUSSING SR. SYRACUSE, NEW YORK 315-492-6441</p> <p>DATE 7-31-99</p> <p>SCALE 1" = 20 FT</p> <p>FILE NO. 99-214</p>	

Living at 513 Buckingham Avenue has been a wonderful experience. Moving from Buckingham is going to be a bittersweet endeavor. It is here that we've experienced the cultural diversity that the Westcott area is known for. It is here that we've found our treasured little restaurants, shops and parks. It is here that we have enjoyed our short jaunts up to Syracuse University to cheer on our teams. We will miss our many picnics, leisure walks, and even cross-country skiing in Barry Park. We will miss the various activities and shows in Thornden Park that are held throughout spring and summer. We will miss our friendly neighbors and friends that we've made on Buckingham Avenue. Our little street in the University area has been a magnificent place to live in which we will dearly miss.