

**533 Buckingham Ave
Home Improvements**

Freshly Painted Kitchen, Hallway and Bath: 2010

Insulated Bedroom over Garage: 2009

New Refrigerator and Dishwasher: 2009

Painted Decks and Exterior Trim: 2009

Sliding Glass Door - Back Porch: 2009

Finished Recreation Room in ½ Basement: 2008

Central Air: 2007

Sliding Glass Door in Family Room: 2007

8 New Windows (including: 1 skylight with built in blinds; 2 Basement Windows): Aprx. 2006

Seamless Gutters Front of House: Approx. 2006

Rubber Roof on Porch: 2006

New Tile in Foyer and Back Entrance/Half Bath: 2006

Carpeting on Stairs: 2006

Refinished Hardwood Floors throughout the Entire House: 2005

Insulated House: 2005

New Garage Door with Automatic Door Opener: 2005

Property Condition Disclosure Statement

Name of Seller or Sellers: Michelle Haight & Jason Haight

Property Address: 533 Buckingham Avenue, Syracuse, NY 13210

General Instructions:

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 \$500 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 years
- How long have you occupied the property? 6 years
- What is the age of the structure or structures? approx. 1948
Note to buyer - if the structure was built before 1978 you are encouraged to investigate for the presence of lead based paint. see tax record.
- 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? If Yes, explain below Yes No Unkn NA

Property Condition Disclosure Statement

6. Has anyone denied you access to the property or made a formal legal claim challenging your title to the property? *If Yes, explain below* Yes No Unkn NA
7. Are there any features of the property shared in common with adjoining landowners or a homeowner's association, such as walls, fences or driveways? *If Yes, describe below* Yes No Unkn NA
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? *If Yes, explain below* Yes No Unkn NA
9. Are there certificates of occupancy related to the property? *If No, explain below* Yes No Unkn NA

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? *If Yes, explain below* Yes No Unkn NA
11. Is any or all of the property located in a designated wetland? *If Yes, explain below* Yes No Unkn NA
12. Is the property located in an agricultural district? *If Yes, explain below* Yes No Unkn NA
13. Was the property ever the site of a landfill? *If Yes, explain below* Yes No Unkn NA

Property Condition Disclosure Statement

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? If Yes, explain below Yes No Unkn NA

15. Is there asbestos in the structure? If Yes, state location or locations below Yes No Unkn NA

16. Is lead plumbing present? If Yes, state location or locations below Yes No Unkn NA

17. Has a radon test been done? If Yes, attach a copy of the report Yes No Unkn NA
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? If Yes, describe below Yes No Unkn NA

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? If Yes, attach report(s) Yes No Unkn NA

STRUCTURAL

20. Is there any rot or water damage to the structure or structures? If Yes, explain below Yes No Unkn NA
There is a small amount of rot at the rear pedestrian door trim on back deck.
21. Is there any fire or smoke damage to the structure or structures? If Yes, explain below Yes No Unkn NA

22. Is there any termite, insect, rodent or pest infestation or damage? If Yes, explain below ... Yes No Unkn NA

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)? _____
 • Any known material defects? _____
 • How old is the roof? _____

Property Condition Disclosure Statement

• Is there a transferable warrantee on the roof in effect now? *If Yes, explain below* Yes No Unkn NA

25. Are there any know material defects in any of the following structural systems: footings, beams, girders, lintels, columns or partitions? *If Yes, explain below* Yes No Unkn NA

MECHANICAL SYSTEMS AND 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? *If Yes, describe below* Yes No Unkn NA

28. What is the type of sewage system? (*Circle all that apply*) public sewer, private sewer, septic, cesspool

- If septic or cesspool, age? _____
- Date last pumped? _____
- Frequency of pumping? _____
- Any known material defects? *If Yes, explain below* Yes No Unkn NA

29. Who is your electrical service provider? National Grid
• What is the amperage? 150 AMP
• Does it have circuit breakers or fuses? circuit breakers
• Private or public poles? public
• Any known material defects? *If yes, explain below* Yes No Unkn NA

30. Are there any flooding, drainage or grading problems that resulted in standing water on any portion of the property? *If Yes, state locations and explain below* Yes No Unkn NA

31. Does the basement have seepage that results in standing water? *If Yes, explain below* Yes No Unkn NA

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

Property Condition Disclosure Statement

- 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 School District Unkn

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

10/2010 Home inspection - available upon request
Please note: hole and tray in kitchen counter to left of
fridge was used by previous owner for a bar top
system.

Property Condition Disclosure Statement

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's Signature

X Michelle Haight
Michelle Haight

Date 1/5/11

Seller's Signature

X Jagon Haight
Jagon Haight

Date 1/5/11

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's Signature

X _____

Date _____

Buyer's Signature

X _____

Date _____

**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:

533 Buckingham Avenue
Street Address Unit
Syracuse NY 13210
City State Zip

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):

[Handwritten initials]

(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).

[Handwritten initials]

(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) *[Handwritten initials]* 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	<i>Michelle Haight</i>	<i>1/5/11</i>
		Seller Michelle Haight	Date
Buyer	Date	<i>J. Haight</i>	<i>1/5/11</i>
		Seller Jason Haight	Date
Agent	Date	<i>Pei Lin Huang</i>	<i>1/5/11</i>
		Agent	Date



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

Customer Service: (518) 474-4429
www.dos.state.ny.us

New York State Disclosure Form for Landlord and Tenant

THIS IS NOT A CONTRACT

New York State law requires real estate licensees who are acting as agents of landlords and tenants of real property to advise the potential landlords and tenants 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 agents.

Throughout the transaction you may receive more than one disclosure form. The law may require 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

Landlord's Agent

A landlord's agent is an agent who is engaged by a landlord to represent the landlord's interest. The landlord's agent does this by securing a tenant for the landlord's apartment or house at a rent and on terms acceptable to the landlord. A landlord's agent has, without limitation, the following fiduciary duties to the landlord: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A landlord's agent does not represent the interests of the tenant. The obligations of a landlord's agent are also subject to any specific provisions set forth in an agreement between the agent and the landlord. In dealings with the tenant, a landlord'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.

Tenant's Agent

A tenant's agent is an agent who is engaged by a tenant to represent the tenant's interest. The tenant's agent does this by negotiating the rental or lease of an apartment or house at a rent and on terms acceptable to the tenant. A tenant's agent has, without limitation, the following fiduciary duties to the tenant: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A tenant's agent does not represent the interest of the landlord. The obligations of a tenant's agent are also subject to any specific provisions set forth in an agreement between the agent and the tenant. In dealings with the landlord, a tenant'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 tenant's ability and/or willingness to perform a contract to rent or lease the landlord's property that are not consistent 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 tenant's agent (but does not work for the same firm as the listing agent or tenant's agent) to assist the listing agent or tenant's agent in locating property to rent or lease for the listing agent's landlord or the tenant agent's tenant. The broker's agent does not have a direct relationship with the tenant or landlord and the tenant or landlord can not provide instructions or direction directly to the broker's agent. The tenant and the landlord therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or tenant's agent do provide direction and instruction to the broker's agent and therefore the listing agent or tenant's agent will have liability for the acts of the broker's agent.

Dual Agent

A real estate broker may represent both the tenant and the landlord if both the tenant and landlord give their informed consent in writing. In such a dual agency situa

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. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

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. A seller or buyer may provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

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

This form was provided to me by Reilin Huang + Team (print name of licensee) of KW 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

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

- Advance informed consent dual agency
- Advance informed consent to dual agency with designated sales agents

If dual agent with designated sales agents is indicated above: _____ 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):

X Michelle Haight
X J H L A

Date: 1/5/11

Date: _____



ADDITIONAL LISTING INFORMATION FOR PROPERTY LOCATED AT:

533 Buckingham 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

Elementary: Edward Smith

Middle: Edward Smith

High School: Nottingham

Michelle Haight
Signed



Electric for 533 Buckingham Ave

Read Date & Days	Read Type	Total kWh	Utility Charges	Supplier Charges	Late Payment Charges	Total Charges
12/27/2010 34 days	Actual	979	\$143.78	\$0.00	\$0.00	\$143.78
11/23/2010 29 days	Actual	781	\$117.12	\$0.00	\$0.00	\$117.12
10/25/2010 31 days	Actual	750	\$113.68	\$0.00	\$0.00	\$113.68
9/24/2010 28 days	Actual	871	\$127.39	\$0.00	\$0.00	\$127.39
8/27/2010 31 days	Actual	1,131	\$169.15	\$0.00	\$0.00	\$169.15
7/27/2010 32 days	Actual	1,167	\$180.93	\$0.00	\$0.00	\$180.93
6/25/2010 30 days	Actual	954	\$132.21	\$0.00	\$0.00	\$132.21
5/26/2010 29 days	Actual	739	\$108.33	\$0.00	\$0.00	\$108.33
4/27/2010 32 days	Actual	725	\$114.59	\$0.00	\$3.42	\$118.01
3/26/2010 28 days	Actual	661	\$103.71	\$0.00	\$0.00	\$103.71
2/26/2010 31 days	Actual	814	\$124.04	\$0.00	\$0.00	\$124.04
1/26/2010 33 days	Actual	979	\$146.02	\$0.00	\$0.00	\$146.02
12/24/2009 31 days	Actual	827	\$126.50	\$0.00	\$0.00	\$126.50
11/23/2009 29 days	Actual	732	\$110.22	\$0.00	\$0.00	\$110.22
10/25/2009 31 days	Actual	739	\$108.52	\$0.00	\$0.00	\$108.52
9/24/2009 30 days	Actual	758	\$111.31	\$0.00	\$0.00	\$111.31
8/25/2009 28 days	Actual	1,265	\$173.55	\$0.00	\$0.00	\$173.55
7/28/2009 33 days	Actual	977	\$142.21	\$0.00	\$0.00	\$142.21
6/25/2009 28 days	Actual	614	\$84.55	\$0.00	\$0.00	\$84.55
5/28/2009 31 days	Actual	699	\$98.36	\$0.00	\$0.00	\$98.36
4/27/2009 32 days	Actual	767	\$102.59	\$0.00	\$0.00	\$102.59

533 Buckingham Gas usage

Read Date & Days	Read Type	Total Therms	Utility Charges	Supplier Charges	Late Payment Charges	Total Charges
12/27/2010 34 days	Actual	177	\$169.73	\$0.00	\$0.00	\$169.73
11/23/2010 29 days	Actual	71	\$89.03	\$0.00	\$0.00	\$89.03
10/25/2010 31 days	Actual	34	\$54.25	\$0.00	\$0.00	\$54.25
9/24/2010 28 days	Actual	16	\$32.85	\$0.00	\$0.00	\$32.85
8/27/2010 31 days	Actual	13	\$31.43	\$0.00	\$0.00	\$31.43
7/27/2010 32 days	Actual	14	\$32.54	\$0.00	\$0.00	\$32.54
6/25/2010 30 days	Actual	19	\$37.46	\$0.00	\$0.00	\$37.46
5/26/2010 29 days	Actual	35	\$53.91	\$0.00	\$0.00	\$53.91
4/27/2010 32 days	Actual	59	\$79.19	\$0.00	\$3.42	\$82.61
3/26/2010 28 days	Actual	98	\$113.63	\$0.00	\$0.00	\$113.63
2/26/2010 31 days	Actual	198	\$194.97	\$0.00	\$0.00	\$194.97
1/26/2010 33 days	Actual	192	\$190.48	\$0.00	\$0.00	\$190.48
12/24/2009 31 days	Actual	142	\$141.74	\$0.00	\$0.00	\$141.74
11/23/2009 29 days	Actual	62	\$83.04	\$0.00	\$0.00	\$83.04
10/25/2009 31 days	Actual	43	\$63.84	\$0.00	\$0.00	\$63.84
9/24/2009 30 days	Actual	18	\$32.59	\$0.00	\$0.00	\$32.59
8/25/2009 28 days	Actual	15	\$30.62	\$0.00	\$0.00	\$30.62
7/28/2009 33 days	Actual	18	\$33.58	\$0.00	\$0.00	\$33.58
6/25/2009 28 days	Actual	19	\$33.96	\$0.00	\$0.00	\$33.96
5/28/2009 31 days	Actual	25	\$37.91	\$0.00	\$0.00	\$37.91