

**DECLARATION OF RESTRICTIONS AND COVENANTS**

**Patrick J. Miller, Developer  
and  
Organa Corporation, Owner**

**To The Public:**

Organa Corporation, being the owners of all of the following described real property situated in Sully County, South Dakota, to-wit:

First Addition to Riverview Second Subdivision in the East Half of Section 20, Township 115 North, Range 80 West, 5th Principal Meridian, Sully County, South Dakota, Lots 9 through 18.

(The "Subdivision") do hereby make the following restrictions and covenants.

The restrictions and covenants in this instrument are to run with the land and shall be binding upon all parties owning or claiming any right, title, or interest in and to the above-described realty or any part thereof and all persons claiming under any of such parties.

The restrictions and covenants hereinafter set out shall continue in force for a period of 25 years from and after the date this declaration is recorded in the office of the Register of Deeds of Sully County, South Dakota, after which time said declaration shall be deemed renewed for an additional period of 25 years unless amended by a written instrument recorded in the office of the Register of Deeds of Sully County, South Dakota, and executed and acknowledged by the record owners of 75% of the total lots within the Subdivision. The restrictions and covenants may be amended at any time by a written instrument recorded in the office of the Register of Deeds of Sully County, South Dakota, and executed and acknowledged by the record owners of 75% of the total lots within the Subdivision.

The purpose of these restrictions and covenants is to keep the Subdivision desirable, uniform, and attractive, as hereafter specified;

1. Any person owning real property situated in the Subdivision shall be able to enforce these restrictions and covenants in any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions and covenants and to seek judgment either to prevent them from doing so or to recover damages for such violations.

2. Failure by Patrick J. Miller or Organa Corporation, their successors, assigns, or any grantee to enforce any of the restrictions and covenants herein contained shall in no event be deemed a waiver of the right to do so thereafter and shall not subject Patrick J. Miller or Organa Corporation to any liability for failure to enforce.
3. Invalidation of any one of these restrictions and covenants, whether by judgment or court order, shall not affect any of the remaining provisions, which shall remain in full force and effect.
4. All lots in the Subdivision shall be known, described and utilized for residential purposes, without exception.
5. Only one house or townhouse shall be erected on each lot. No lots shall be subdivided except to erect a townhouse. Townhouses shall be limited to two units located in the same building, which shall be used for single family residential purposes only. All resident's buildings shall be built in conformance with the Uniform Building Code.
6. The definition of a house includes manufactured housing, commonly referred to as "mobile homes." Mobile homes shall meet the following requirements:
  - (A) Wood or masonite siding;
  - (B) Shingled roof;
  - (C) Painted earthtone colors;
  - (D) Skirted with same or similar as siding;
  - (E) Foundations may be used; and
  - (F) Any mobile home older than five years of age must be approved by Organa Corporation, or Patrick J. Miller, or any successor developers.
7. All stick-built construction shall be of new construction materials only.
8. No building or any part thereof, including garages and porches, shall be erected on any lot closer than ten feet to any side of any lot. When one or more lots are acquired as a single building site, the side lot lines shall refer only to the lot lines bordering the adjoining property owners.
9. Each lot shall be subject to enforcement easements for the transmission of electricity, gas, telephone service, water, sewer, cable television service, and other utilities within ten feet of the lot property lines.
10. No horses, cattle, swine, goats, poultry, fowl, or other farm animals shall be kept on any lot. No bees shall be kept on any lot. Nothing contained herein shall prevent any lot owner from having or maintaining a dog or cat as a household pet so long as the same is properly cared for and the same does not

interfere with any other lot owner's enjoyment or use of their lots.

11. Garbage disposal shall be the responsibility of the occupants and owners of each lot. No lot shall be used or maintained as a dumping ground for rubbish. All trash, garbage or other waste shall be kept in sanitary containers, and all equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
12. No signs or other advertising, except for standard real estate "for sale" signs, shall be displayed on any lot.
13. Any roads or driveways on the lot owners' lots are the responsibility of the lot owner, except the developer shall provide any roads required for access to the lots. These access roads shall be maintained by the owners of the lots that the road services and contribution for the maintenance shall be computed by dividing the total number of lots served by the road into the total cost of the maintenance.
14. Electricity shall be run to one of the side lot lines of each lot. Maintenance of any and all electric lines from the property line into owner's lots are the sole responsibility of the owner of said lot.
15. Water shall be supplied by the Mid-Dakota Rural Water System, Inc. Maintenance of any and all water lines from the property line into owners lots are the sole responsibility of the owner of said lot.
16. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance or the neighborhood. This shall include pollution of the lots or property adjacent to the Subdivision by refuse, sewage, or other materials.
17. No construction equipment, farm equipment, old cars, junk, or other offensive materials are to be stored or kept upon said property. Vehicles that are not being used shall not be permitted to be parked on the lots.
18. No fuel storage tanks shall be installed above ground except for residence heating fuel which could be stored in no other manner.
19. There shall be no burning of trash or refuse.
20. Only FHA approved or better septic tanks and sewage disposal systems shall be installed. All septic tanks and systems must comply with all applicable state, federal and local laws, rules, and regulations.

21. No farming, other than tree belts and one family-sized garden per lot, shall be allowed.
22. Any transfer of title by deed or otherwise or of possession by a lease or otherwise as to any of the above-described realty in the Subdivision shall be subject to all of the provisions of the restrictions and covenants above set forth.

Dated this 4 day of November, 1996.

Patrick J. Miller  
PATRICK J. MILLER, DEVELOPER

Dated this 4 day of November, 1996.

ORGANA CORPORATION, OWNER

BY: Patrick J. Miller  
Patrick J. Miller

ITS: Vice Pres.

State of South Dakota )  
County of Hughes ) ss

On this the 4<sup>th</sup> day of November, 1996, before me the undersigned, a Notary Public within and for said County and State, personally appeared Patrick J. Miller, known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

(Seal)

Susan Korte Regetz  
Notary Public  
Notary Print Name:  
My Commission Expires:

SUSAN KORTE REGETZ  
My Commission Expires  
May 24, 2002

State of South Dakota )  
County of Hughes ) ss

On this the 4<sup>th</sup> day of November, 1996, before me, the undersigned officer, personally appeared Patrick J. Miller, who acknowledged to be the Vice-President of Organa Corporation, a corporation, and that he, as such Vice President, being authorized

so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 4<sup>th</sup> day of November, 1996.

Susan Korte Regatz  
Notary Public  
Notary Print Name:  
My Commission Expires:

(Seal)

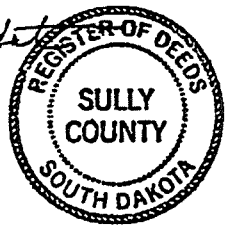
SUSAN KORTE REGATZ  
My Commission Expires  
May 24, 2002

#107920

State of South Dakota } ss  
County of Sully }  
Filed - Recorded this 25TH Day  
of JULY 19 97 at 1:10  
o'clock P. M and recorded  
in book 30 of MISCELLANEOUS  
in page 271-272

\$18.00

Register of Deeds



This Document Prepared By:  
John F. Cogley, Esq.  
Morgan Theeler, L.L.P.  
P.O. Box 1025, 221 E. 3rd  
Mitchell, SD 57301  
(605) 996-5588

✓ 33-71  
5/1/09  
State of South Dakota  
County of Sully  
Item Recorded/Filed May 1, 2009  
at 9:20 AM  
in Book 33 Page 71

Peggy Johnson, Register of Deeds  
Meegan Fields, Deputy Register of Deeds

Total Fees = \$ 46.00

*Peggy M. Johnson*

### DECLARATION OF COVENANTS AND CONDITIONS REGARDING ROAD MAINTENANCE

DECLARATION made effective the 28<sup>th</sup> day of April, 2009, by Willard W. and Judith K. Lage of 3905 Corral Drive, Rapid City, South Dakota, 57702, herein "Lages"; Darin L. Nelson of 400 SE 3<sup>rd</sup> Avenue, Miller, South Dakota, 57362, herein "Nelson"; Dennis Gerjets and Marilyn Gerjets as Trustees under the Dennis & Marilyn Gerjets Living Trust of 1312 5<sup>th</sup> Street, Brookings, South Dakota, 57006, herein "Gerjets"; Roland Fink of 39610 279<sup>th</sup> Street, Armour, South Dakota, 57313, herein "Fink"; Lester L. Smith of 110 River Road, Pierre, South Dakota, 57501, herein "Smith"; GGF Enterprises LLC of 41225 Race View Drive, Mitchell, South Dakota, 57301, herein "GGF"; Douglas and Cynthia Jasa of 1215 S. 110<sup>th</sup> Street, Omaha, Nebraska, 68144, herein "Jasas"; James J. and Anna M. Pluta of PO Box 533, Redwood City, California, 94064, herein "Plutas"; Kelly J. and Caril M. Joneson of 5077 S. 174<sup>th</sup>, Omaha, Nebraska, 68135, herein "Jonesons"; Robert F. Reed, II and Pamela M. Reed of 606 East Clay Street, Elk Point, South Dakota, 57025, herein "Reeds"; Robert L. and Shelley Boehmer of 1129 Winchester Drive, Pierre, South Dakota, 57501, herein "Boehmers"; Terry D. and Tammy Nelson of 28354 182<sup>nd</sup> Street, Pierre, South Dakota, 57501, herein "Nelsons"; Susan M. Roberts of 11983 Kenyon Street N.E., Blaine, Minnesota, 55449, herein "Roberts"; Thomas J. LaTour of 145 Alderwood Avenue S.W., Buffalo, Minnesota, 55313, herein "LaTour" (and all of the parties collectively referred to herein as "Owners"); WITNESSETH:

✓ WHEREAS, Lages are the owners of the following described real property, to-wit:

Lot Twelve (12) of the First Addition to Riverview Second Subdivision in the East Half (E ½) of Section Twenty (20) Township One Hundred Fifteen (115) North, Range Eighty (80), West of the 5th P.M., Sully County, South Dakota; and

WHEREAS, access to the above described properties is from a dedicated road known as Fairbank Place; and

WHEREAS, the Owners are desirous of subjecting the said real property to certain covenants and conditions regarding the construction and maintenance of Fairbank Place.

NOW, THEREFORE, Owners hereby declare that the real property hereinabove described shall be held, transferred, sold, conveyed and occupied subject to the conditions and covenants as hereinafter set forth pertaining to the construction and maintenance of Fairbank Place, as follows:

1. ROAD MAINTENANCE. The common roadway providing access to the real property described within these covenants, known as Fairbank Place, shall initially be of gravel construction. All decisions regarding maintaining said roadway, traffic control and general planning within the roadway area, snow removal, as well as any other decisions regarding storm sewer, sewage disposal and changing the surface of the road, shall be made by a majority vote of the Owners of the lots contained within this Declaration and as set forth within these covenants.

2. VOTING RIGHTS. The Owner of each lot shall be entitled to one (1) vote for each lot owned; however, for any lot in which two Owners each own an undivided one half (1/2) interest, each Owner shall have one half (1/2) of a vote for such lot.

3. ASSESSMENTS. All costs to maintain Fairbank Place shall be shared equally among the lot Owners with each lot being assessed an equal share; however, if there are two Owners of a lot with each owning an undivided one half (1/2) interest, each such owner shall be responsible for one half (1/2) of the assessment for that lot. The Owners may determine, by majority vote, to assess on an annual basis, in such amount as agreed upon by the Owners by such majority vote, to create a fund for road maintenance expenses. Said fund shall be a non-interest-bearing bank account.

- (a) Amount of Assessments. Annual assessments shall be set by the lot Owners at an annual meeting.
- (b) Special Assessments. The lot Owners shall have the right to approve special assessments for extraordinary expenses for the road over and above the annual assessment upon majority vote of the lot Owners attending in person or by written proxy.
- (c) Mandatory Annual Assessment. Annual assessments shall be mandatory. Unpaid assessments or unpaid special assessments shall be a lien against the real property owned by a delinquent lot owner as set forth in this Declaration of Covenants and Conditions Regarding Road Maintenance and any amendments thereto.

- (d) Remedies. In addition to any other remedies afforded the lot Owners, the voting right of a lot owner who is delinquent in paying assessments or special assessments shall be suspended until payment has been received.

4. **MANAGEMENT BOARD.** The Owners may form a management board with such organizational structure and makeup as the Owners shall select.

5. **SUBDIVISION OF LOTS.** In the event any of the properties set forth above should be subdivided, the subdivided lots shall be considered as separately assessed and shall have separate voting rights.

6. **COVENANTS TO RUN WITH LAND.** These restrictions and covenants are to run with the land and shall be binding on all parties and all persons claiming by, through or under them for a period of thirty (30) years from and after the date of the recordation of this instrument after which time said restrictions and covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners of the lots has been recorded agreeing to alter, change or terminate said covenants in whole or in part.

7. **ENFORCEMENT.** Enforcement shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages.

8. **SEVERABILITY OF RESTRICTIONS.** Invalidation of any one of these restrictions and reservations hereinbefore provided shall in no way affect any of the other provisions which shall remain in full force and effect.

9. **MODIFICATIONS.** Subject to the provisions set forth in paragraph 2 above, no modifications of the provisions hereof shall be permitted without the written consent of the owners of at least seventy-five percent (75%) of the lots. For the purposes hereof, each owner shall be entitled to one (1) vote for each lot owned.

10. **EXECUTION IN COUNTERPARTS.** This Declaration may be executed in separate counterparts, all of which executed and notarized counterparts shall constitute one complete document.

IN WITNESS WHEREOF, the Owners have executed this Declaration in counterparts effective the day and date first above written.



SELLER'S PROPERTY CONDITION DISCLOSURE STATEMENT  
RESIDENTIAL-SDCL 43-4-44

Seller(s) Anjanette L. Graham  
Property Address 2005 Fairbank Place Pierre, SD 57501

This Disclosure Statement concerns the real property identified above and offered for sale. This disclosure is required by law to be completed by sellers of real property and given to potential buyers. This form can have important legal consequences. If you do not understand this form, you should seek advice from a competent source.

Seller states that the information contained in this disclosure fully reflects the Seller's knowledge of the matters disclosed as of the date affixed to the form. If any material fact changes prior to closing, the seller MUST disclose that change in a written amendment to this disclosure statement and give the same to the buyer.

This statement is a DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY in compliance with South Dakota law § 43-4-38. It is NOT A WARRANTY of ANY KIND by the Seller or anyone representing any party in a transaction. It is NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES either party may wish to obtain.

Seller hereby authorizes any agent representing any party in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property.

If the answer to any of the following requires more space for explanation, please fully explain in comments or on an attached separate sheet.

**I. LOT OR TITLE INFORMATION**

1. When did you purchase or build the home? 5 / 05  
Month Year

	LOT OR TITLE INFORMATION	Yes	No	Do Not Know	N/A	Comments
2.	Are there any recorded liens or financial instruments against the property, other than a first mortgage?		X			
3.	Are there any unrecorded liens or financial instruments against the property, other than a first mortgage; or have any materials or services been provided in the past one hundred twenty days that would create a lien against the property under chapter 44-9?		X			
4.	Are there any easements which have been granted in connection with the property (other than normal utility easements for public water and sewer, gas and electric service, telephone service, cable television service, drainage, and sidewalks)?		X			

5.	Are there any problems related to establishing the lot lines/boundaries?		X			
6.	Do you have a location survey in your possession or a copy of the recorded plat?	X				If yes, attach a copy.
7.	Are you aware of any encroachments or shared features, from or on adjoining property (i.e. fences, driveway, sheds, outbuildings, or other improvements)?		X			
8.	Are you aware of any covenants or restrictions affecting the use of the property in accordance with local law?		X			If yes, attach a copy.
9.	Are you aware of any current or pending litigation, foreclosure, zoning, building code or restrictive covenant violation notices, mechanic's liens, judgments, special assessments, zoning changes, or changes that could affect your property?		X			
10.	Is the property currently occupied by the owner?	X				
11.	Does the property currently receive the owner-occupied tax reduction pursuant to SDCL 10-13-39?			X		
12.	Is the property currently part of a property tax freeze for any reason?		X			
13.	Is the property leased?		X			
14.	If leased, does the property use comply with applicable local ordinances?				X	
15.	Does this property or any portion of this property receive rent?		X			If yes, how much \$_____ and how often _____
16.	Do you pay any mandatory fees or special assessments to a homeowners' or condominium association?		X			If yes, what are the fees or assessments? \$_____ per _____ (i.e. annually, semi-annually, monthly) Payable to whom: _____ For what purpose: _____
17.	Are you aware if the property has ever had water in either the front, rear, or side yard more than forty-eight hours?		X			
18.	Is the property located in a flood plain?			X		
19.	Are federally protected wetlands located upon any part of the property?		X			
20.	Are you aware of any private transfer fee obligations, as defined pursuant to § 43-4-48, that would require a buyer or seller of the property to pay a fee or charge upon the transfer of the property, regardless of whether the fee or charge is a fixed amount or is determined as a percentage of the value of the property?		X			If yes, what are the fees or charges? \$_____ per _____ (i.e. annually, semi-annually, monthly)

Additional Comments \_\_\_\_\_

## II. STRUCTURAL INFORMATION

	STRUCTURAL INFORMATION	Yes	No	Do Not Know	N/A	Comments
1.	Are you aware of any water penetration in the walls, windows, doors, basement, or crawl space?			X		
2.	Have any water damage related repairs been made?		X			
3.	Are there any unrepaired water-related damages that remain?				X	
4.	Are you aware if drain tile is installed on the property?			X		
5.	Are you aware of any interior cracked walls, ceilings or floors, or cracks or defects in exterior driveways, sidewalks, patios, or other hard surface areas?		X			
6.	Type of roof covering:					Asphalt
7.	Age of roof covering, if known:					2018
8.	Are you aware of any roof leakage, past or present?		X			
9.	Have any roof repairs been made, when and by whom?	X				2018, Hail storm
10.	Is there any existing unrepaired damage to the roof?		X			
11.	Are you aware of insulation in ceiling/attic?			X		
12.	Are you aware of insulation in walls?			X		
13.	Are you aware of insulation in the floors?			X		
14.	Are you aware of any pest infestation or damage, either past or present?		X			
15.	Are you aware of the property having been treated or repaired for any pest infestation or damage?		X			If yes, who treated it and when?
16.	Are you aware of any work upon the property which required a building, plumbing, electrical, or any other permit?		X			
17.	Was a permit obtained for work performed upon the property?				X	
18.	Was the work approved by an inspector as required by local or state ordinance?	X				
19.	Are you aware of any past or present damage to the property (i.e. fire, smoke, wind, floods, hail, or snow)?	X				Hail storm 2018 All items repaired
20.	Have any insurance claims been made for damage to the property?	X				2018

21.	Was an insurance payment received for damage to the property?	X				
22.	Has the damage to the property been repaired?	X				
23.	Are there any unrepaired damages to the property from the insurance claim?		X			
24.	Are you aware of any problems with sewer blockage or backup, past or present?		X			
25.	Are you aware of any drainage, leakage, or runoff from any sewer, septic tank, storage tank, or drain on the property into any adjoining lake, stream, or waterway?		X			

Additional Comments \_\_\_\_\_

### III. SYSTEMS/UTILITIES INFORMATION

	SYSTEMS/UTILITIES INFORMATION	Working	Not Working	None	Not Included	Comments
1.	Air Conditioning System	X				Age of System, if known:
2.	Air Exchanger					
3.	Air Purifier	X				
4.	Attic Fan					
5.	Bathroom Whirlpool and Controls	X				
6.	Burglar Alarm & Security System	X				
7.	Ceiling Fan	X				
8.	Central Air - Electric	X				
9.	Central Air - Water Cooled					
10.	Cistern			X		
11.	Dishwasher	X				
12.	Disposal	X				
13.	Doorbell	X				
14.	Fireplace			X		
15.	Fireplace Insert			X		
16.	Garage Door(s)	X				
17.	Garage Door Opener(s)	X				only for 1 door
18.	Garage Door Control(s)					
19.	Garage Wiring					
20.	Home Heating System(s) Type:					Age of System, if known:
21.	Hot Tub and Controls			X		
22.	Humidifier	X				
22.	Humidifier					
23.	In Floor Heat					
24.	Intercom			X		
25.	Light Fixtures	X				
26.	Microwave	X				
27.	Microwave Hood					
28.	Plumbing and Fixtures	X				
29.	Pool and Equipment					

30.	Propane Tank (select one): Leased _____ Owned _____			X		
31.	Radon System			X		
32.	Sauna			X		
33.	Septic/Leaching Field			X		
34.	Sewer Systems/Drains					
35.	Smart Home System					Smart Home System Includes:
36.	Smoke/Fire Alarm	X				
37.	Solar House – Heating			X		
38.	Sump Pump(s)					
39.	Switches and Outlets	X				
40.	Underground Sprinkler and Heads			X		
41.	Vent Fan – Kitchen					
42.	Vent Fan – Bathroom					
43.	Water Heater (select one): Electric <del>X</del> Gas _____	X				Age of System, if known:
44.	Water Purifier (select one): Leased _____ Owned _____					
45.	Water Softener (select one): Leased _____ Owned _____					
46.	Well and Pump					
47.	Wood Burning Stove			X		

Additional Comments Wired for an alarm system

#### IV. HAZARDOUS CONDITIONS

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

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

	HAZARDOUS CONDITIONS	Existing Conditions		Tests Performed		Comments
		Yes	No	Yes	No	
1.	Methane Gas		X			
2.	Lead Paint		X			
3.	Radon Gas (House)		X			
4.	Radon Gas (Well)		X			
5.	Radioactive Materials		X			
6.	Landfill, Mineshaft		X			
7.	Expansive Soil		X			
8.	Mold		X			
9.	Toxic Materials		X			
10.	Urea Formaldehyde Foam Insulations		X			
11.	Asbestos Insulation		X			
12.	Buried Fuel Tanks		X			
13.	Chemical Storage Tanks		X			

14.	Fire Retardant Treated Plywood			X		
15.	Production of Methamphetamines			X		
16.	Use of Methamphetamines			X		

## V. MISCELLANEOUS INFORMATION

	MISCELLANEOUS INFORMATION	Yes	No	Do Not Know	N/A	Comments
1.	Is the street or road located at the end of the driveway to the property public or private? Public <input checked="" type="checkbox"/> Private <input type="checkbox"/>					
2.	Is there a written road maintenance agreement? If yes, attach a copy of the maintenance agreement.			X		
3.	Has the fireplace/wood stove/chimney flue been cleaned? If yes, please provide date of service.				X	
4.	Since you have owned the property, are you aware of a human death by homicide or suicide occurring on the property?		X			
5.	Is the water source (select one): Public <input checked="" type="checkbox"/> Private <input type="checkbox"/>	X				If private, what is the date and result of the last water test?
6.	Is the sewer system (select one): Public <input checked="" type="checkbox"/> Private <input type="checkbox"/>	X				If private, what is the date of the last time septic tank was pumped?
7.	Are there broken window panes or seals?		X			
8.	Are there any items attached to the property that will not be left, such as: towel bars, mirrors, curtain rods, window coverings, light fixtures, clothes lines, swingsets, storage sheds, ceiling fans, basketball hoops, mail boxes, tv mounts, speakers, etc.?		X			If yes, please list:
9.	Are you aware of any other material facts which have not been disclosed on this form?		X			If yes, please explain:

Additional Comments \_\_\_\_\_

## VI. ADDITIONAL COMMENTS (Attach additional pages if necessary)

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## CLOSING SECTION

The Seller hereby certifies that the information contained herein is true and correct to the best of the Seller's information, knowledge, and belief as of the date of the Seller's signature below. If any of these conditions change before conveyance of title to this property, the change will be disclosed in a written amendment to this disclosure statement.

Anjanette Graham  
Anjanette Graham (Aug 3, 2023 10:34 CDT)  
Seller

\_\_\_\_\_ Date

\_\_\_\_\_ Seller

\_\_\_\_\_ Date

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

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

\_\_\_\_\_ Buyer

\_\_\_\_\_ Date

\_\_\_\_\_ Buyer

\_\_\_\_\_ Date

## Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

### 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.

### 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).

AG (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 seller (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).

AG (ii) \_\_\_\_\_ Seller has no reports or records 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) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- (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)

- (f) AG 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.

<u>Anjanette Graham</u> <small>Anjanette Graham (Aug 3, 2023 10:34 CDT)</small>			
Seller	Date	Seller	Date
Purchaser	Date	Purchaser	Date
Agent	Date	Agent	Date



# Bill of Sale

In consideration of the sum of \$     \$1.00     the receipt of which is hereby acknowledged, the undersigned, SELLER, hereby sells, assigns, and transfers  
Buyers:

Refrigerator, Cook Stove, Microwave, Dishwasher, and Washer & Dryer

SELLERS warrants they have good title to said property, free and clear of all encumbrances, and has full authority to assign and transfer the same, and warrants that it will defend and indemnify the BUYER from any and all claims to said property.

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_,

Anjanette Graham

Anjanette Graham (Aug 3, 2023 10:34 CDT)  
SELLER

SELLER

BUYER

BUYER