



## PURCHASE AGREEMENT

LISTING BROKER Rolling Real Estate  
 LISTING AGENT Frank Wasung  
 AGENT ID # 6502432020  
 OFFICE ID # 22442031  
 EMAIL fwasung@gmail.com

SELLING BROKER \_\_\_\_\_  
 SELLING AGENT \_\_\_\_\_  
 AGENT ID # \_\_\_\_\_  
 OFFICE ID # \_\_\_\_\_  
 EMAIL \_\_\_\_\_

- Property Address:** The undersigned Purchaser(s) hereby offers and agrees to purchase the property located in the City/Township of Rochester Hills County of Oakland, Michigan, described as: T3N, R11E, SEC 33 PART OF SE 1/4 BEG AT PT DIST N 88-11-50 W 33.66 FT FROM E 1/4 COR, TH S 09-32-14 Parcel Number(s) 70-15-33-426-025 also being commonly known as 3514 S Livernois Road, Rochester Hills, MI 48307

Together with all buildings; fixtures and items otherwise attached to the property; alarm/security/surveillance systems; doorbell systems; wall mounts; wi-fi systems; thermostats; gas, oil, and mineral rights owned by Seller(s); plumbing, heating, and electrical fixtures; built-in appliances; water softener, water pumps and pressure tanks; stationary laundry tubs;; shades, shutter, window blinds/treatments, and curtain/drapery rods; attached floor covering; attached fireplace doors and screens; garage door opener and controls; screens, storm windows and doors; landscaping, fences, mail boxes; and

**but does not include:** \_\_\_\_\_

The property is purchased subject to easements, liens, reservations, encumbrances, building and use restrictions of record, and zoning ordinances.

- Agency:** Purchaser(s) and Seller(s) hereby acknowledge that the Selling Broker/Sales Associate is acting in the capacity of: (check one only)  Seller's Agent  Buyer's Agent  Dual Agent  Transaction Coordinator  
*See attached Disclosure.*
- Purchase Price:** \$ 440,000.00 dollars.
- Earnest Money Deposit:** Purchaser(s) deposits \$ 0.00 showing good faith. Deposit to be held by \_\_\_\_\_. Deposit will be applied to sale price at closing. If the conditions in this contract cannot be met, the deposit will be refunded to Purchaser(s) in full, subject other provisions in this Agreement.
- Method of Payment: (Check One)**

**CASH** Purchaser(s) will pay the sales price by certified or cashier's check, wire transfer, or other method acceptable to closing title agency, upon Seller's delivery of a warranty deed conveying marketable title.

**NEW MORTGAGE** This contract is contingent on Purchaser's ability to obtain a \_\_\_\_\_ mortgage (VA., FHA, Conventional) loan in the amount of \$ \_\_\_\_\_. Purchaser(s) will apply for the loan within \_\_\_\_\_ calendar days after Seller's acceptance.



B. \_\_\_\_\_ Purchaser(s) shall have a \_\_\_\_\_ day opportunity after date of Agreement to conduct an inspection of Property for presence of lead-based paint and/or lead-based hazards. (Federal regulations require a 10 day or other mutually agreed upon period of time.) If Purchaser(s) is not satisfied with results of this inspection, upon notice of Purchaser(s) to Seller(s) within this period, Agreement shall be terminated, and Earnest Money Deposit shall be refunded to Purchaser(s).

C. \_\_\_\_\_ Purchaser(s) hereby waives an opportunity to conduct a risk assessment or inspection for presence of lead-based paint and/or lead-based paint hazards.

14. Special Assessments: Seller(s) will pay in full all public authority charges (including, but not limited to, special assessments, paving charges, water or sewer contracts, etc.), which are a lien as of the date of this contract. Association assessments and dues will be paid by Seller(s) in a like manner.

15. Water/Sewer Escrow: Seller(s) will pay in full all water and/or sewer usage charges through the day of possession. At closing, Seller(s) will place a minimum of \$300.00 (or as otherwise required by the title company) for water/sewer into escrow with the title company. Seller(s) will obtain a final bill or reading covering usage through day of possession. Final charges will be paid from escrow and any unused portion returned to Seller(s).

16. Property Inspection: This offer is contingent upon a satisfactory inspection of the property, at Purchaser's expense, which inspection shall occur no later than 7 calendar days after the date of this contract. If Purchaser(s) is not satisfied with the results of the inspection, Purchaser(s) shall provide written notice to Seller(s) within (2) calendar days of receipt of the inspection report terminating this contract. If Purchaser(s) exercises this right, any earnest money deposit shall be refunded to Purchaser(s).

**Purchaser(s) Initials** (initial only one).

A. \_\_\_\_\_ Purchaser(s) will obtain an inspection of property.

B. \_\_\_\_\_ Purchaser(s) will NOT obtain an inspection of property.

17. Well & Septic Inspection: If property has well and/or septic, see attached Well & Septic Addendum which is incorporated into this Agreement.

A.  \_\_\_\_\_ Well and Septic Addendum IS attached.

B.  \_\_\_\_\_ Well and Septic Addendum IS NOT attached.

18. Condition of Property: Purchaser(s) has personally inspected the property and accepts it in its AS IS present condition (subject to Purchaser's right to have a property inspection, if any, and the representations made by Seller(s) in the Seller's Disclosure).

Seller(s) will obtain certification of occupancy from the municipality, if necessary, and comply with required corrections. Seller(s) agrees to maintain the property in its present condition until possession is delivered. Seller(s) agrees to leave property broom clean upon vacating.

19. Broker Transaction or Compliance Fee: Purchaser(s) agrees to pay Selling Broker a transaction fee at closing in the amount of \$ 395.00.

20. Home Warranty/Protection Plan: Seller(s) shall provide a home warranty/protection plan of Purchaser's choice in an amount up to \$ 0.00.

21. Homeowners' Association: If the property is part of a homeowners association, Seller(s) agrees to provide Purchaser(s) within 14 calendar days of acceptance of this Agreement a copy of the current by-laws, Master

Deed, and any restrictions, obligations, and requirements of the HOA. Purchaser(s) has 7 calendar days after receipt of all documents to declare this Agreement void and be entitled to return of the earnest money deposit.

22. Legal Counsel: The parties are strongly encouraged to engage the services of an attorney to protect their respective interests during this transaction.
23. Time for Claims: Purchase and Seller(s) agree that any action, suit or legal proceeding against the Broker or Agent arising out of this Agreement must be brought within six months of the event giving rise to any claim, or it is forever barred.
24. Final Walk Through: Purchaser(s) reserves the right to walk through the property within 48 hours prior to closing to confirm it is in substantially similar condition as the date of Purchaser's offer.
25. Default: If Purchaser(s) defaults Seller(s) may enforce this contract or may cancel the contract, keep the deposit, and pursue legal remedies. If Seller(s) defaults, Purchaser(s) may enforce this contract, may demand a refund of the deposit, and pursue legal remedies, and/or may recover any out-of-pocket expenses incurred as the result of Seller's breach. The prevailing party in any legal proceeding may recover the costs and expenses associated with the action.
26. Heirs and Successors: This contract binds the Purchaser(s), Seller(s), their personal representatives and heirs, and anyone succeeding to their interest in the Property. Purchaser(s) agrees not to assign the rights provided by this Agreement without Seller's prior written consent.
27. Showings. Once inspection contingency has been removed, Seller(s) agrees that no further showings will occur.
28. Miscellaneous: The Parties acknowledge that time is of the essence in this transaction; that this Agreement contains the entire agreement between them; that any changes, additions, deletions, modifications, or amendments to this Agreement must be in writing and signed by both parties to be effective; and that Michigan law governs this Agreement.
29. Delivery and Acceptance of Agreement: Signatures and initials transmitted by email or digital signature will be acceptable and treated as originals. Delivery will be considered to have been completed as of the date and time a document is either delivered in person or transmitted by email. The acceptance date will be the date of full execution (signing) of this Agreement by all parties; that is, the date one party accepts all the terms of the other party's written and signed offer or counteroffer, evidenced by the accepting party's signature and date on the offer or counteroffer.
30. Additional Terms and Condition of Offer:
  
31. Additional Documents Attached: \_\_\_\_\_  
see addendum

**Purchaser(s) makes this OFFER.**

Purchaser(s): \_\_\_\_\_ Purchaser(s): \_\_\_\_\_  
Date and time: \_\_\_\_\_  
City of Rochester Hills

~~\_\_\_\_\_ Selling Agent's Name & ID \_\_\_\_\_ Selling Office Name & ID \_\_\_\_\_~~

This OFFER is:

- Accepted
- Rejected
- Countered on a Separate Form
- Countered on this Form as follows: \_\_\_\_\_

Seller(s): \_\_\_\_\_ Seller(s): \_\_\_\_\_  
Keith Brown

Date and Time: \_\_\_\_\_ Date and Time: \_\_\_\_\_

Frank Wasung      6502432020      Rolling Real Estate      22442031  
Listing Agent's Name & ID      Listing Office Name & ID

**Purchaser(s) acknowledge(s) receipt of acceptance.**

Purchaser(s): \_\_\_\_\_ Purchaser(s): \_\_\_\_\_  
Date and Time: \_\_\_\_\_ Date and Time: \_\_\_\_\_  
City of Rochester Hills

\_\_\_\_\_ Selling Agent's Name & ID      \_\_\_\_\_ Selling Office Name & ID

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## ADDENDUM OR AMENDMENT TO PURCHASE AGREEMENT

This  Addendum  Amendment becomes part of the Purchase Agreement for property located at  
3514 S Livernois Rd Rochester Hills MI 48307, and dated 10/30/2023,  
 between \_\_\_\_\_ as Purchaser(s) and  
Keith Brown as Seller(s).

The parties agree to amend/addend the original Purchase Agreement as follows:  
 Offer subject to sellers review and approval of all land usage allowed through the Green Space rules, regulations, and/or bylaws. This information is to be provided from Buyers within 5 business days of the fully executed purchase agreement. Seller to review and approve the terms within 5 business days of receipt.

All other terms in the original Purchase Agreement remain in full force and effect and are binding on the parties.

### ACKNOWLEDGEMENT AND ACCEPTANCE:

Purchaser(s) agrees to the terms set forth above; and that all other terms remain the same.

_____ Witness	_____ Date	_____ Purchaser(s)	_____ Date
		_____ Purchaser(s)	_____ Date

### ACKNOWLEDGEMENT AND ACCEPTANCE:

Seller(s) agrees to the terms set forth above; and that all other terms remain the same.

_____ Witness <b>Frank J Wasung</b>	_____ Date	_____ Seller(s) <b>Keith Brown</b>	_____ Date
		_____ Seller(s)	_____ Date

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## WELL AND/OR SEPTIC ADDENDUM – General

This Addendum is attached to and made part of a certain Purchase Agreement between the undersigned parties, dated 10/30/2023, covering property located at 3514 • Livernois Road Rochester Hills MI 48307-4931.  
STREET ADDRESS CITY STATE ZIP

The Seller’s Disclosure Statement provided to Purchaser(s) gives Seller(s) known information about the well and/or septic system servicing the property. The Seller’s Disclosure Statement, makes no warranty or guarantee that such systems will continue to function beyond the date of closing. Well and septic systems are subterraneous and neither the Seller(s) nor the Broker can project or guarantee the performance of such systems. Since no warranty or guaranty is provided, Purchaser(s) bears the risk of failure after closing on this sale and purchase.

1. The [select one]  Seller(s)  Purchaser(s) shall provide, at their own expense, a well and/or septic report by the county health department or private inspection company within \_\_\_ days from the date of this agreement. Purchaser(s) shall have a period of four (4) calendar days from receipt of the report to reject or waive the result of any such authorization in writing and deliver it to the Selling Broker. Any such written rejection shall terminate this agreement and entitle the Purchaser(s) to the return of their Earnest Money Deposit. This provision shall be considered waived and Purchaser(s) shall proceed at closing, if a written objection is not received by the Listing Broker within said time period.

**OR**

2. The Purchaser(s) waives any inspections of well and/or septic system and understand that they are accepting the well and/or septic system in an “As-Is” condition. Purchaser(s) further holds Seller(s), Listing Broker, its agents, staff and cooperating Broker harmless from any well and/or septic system at a future date.

**ADDITIONAL CONDITIONS:**

Acknowledging the foregoing and agreeing to the above additional terms we sign below:

Purchaser(s):

City of Rochester Hills

Date: \_\_\_\_\_

Seller(s):

Keith Brown

Date: \_\_\_\_\_

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## **DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS**

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Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of agency relationship you have with that licensee. A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, MCL 560.102, or a condominium unit as defined in section 4 of the condominium act, MCL 559.104.

An agent providing services under any service provision agreement owes, at a minimum, the following duties to the client:

- a. the exercise of reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship
- b. the performance of the terms of the service provision agreement
- c. loyalty to the interest of the client
- d. compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations
- e. referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the broker
- f. an accounting in a timely manner of all money and property received by the broker in which the client has or may have an interest
- g. confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent of the client

### **MCL 339.2512d(2).**

A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following services to his or her client:

- a. If the real estate broker or real estate salesperson is representing a Seller or lessor, the marketing of the client's property in the manner agreed on in the service provision agreement.
- b. Acceptance of delivery and presentation of offers and counteroffers to buy, sell, or lease the client's property or the property the client seeks to purchase or lease. At the time of execution of an offer to purchase, a licensee shall recommend to the Buyer (s) that the Buyer(s) require that the Seller(s) provide a fee title policy in the amount of the purchase price to the Buyer(s), issued or certified to the approximate date of closing of the real estate transaction.
- c. Assistance in developing, communicating, negotiating, and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and all contingencies are satisfied or waived.
- d. After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement. Without written approval of the Buyer(s) and Seller(s), a licensee shall not close a transaction on any terms or conditions that are contrary to the terms or conditions of an executed purchase agreement.
- e. For a real estate broker or an associate real estate broker that is involved at the closing of a real estate or business opportunity transaction, furnishing, or causing to be furnished, to the Buyer(s) and the Seller(s), a



complete and detailed closing statement signed by the broker or associate real estate broker showing each party all receipts and disbursements affecting that party. However, this subdivision does not apply if the closing is conducted by a title insurance company, or a person designated to act as the agent of a title insurance company, that is licensed or authorized to do business in this state.

### **MCL 339.2512d(3).**

Michigan law requires real estate licensees who are acting as agents of Seller(s) or Buyer(s) of real property to advise the potential Seller(s) or Buyer(s) with whom they work of the nature of their agency relationship.

#### **SELLER'S AGENTS**

A Seller's agent, under a listing agreement with the Seller(s), acts solely on behalf of the Seller(s). A Seller(s) can authorize a seller's agent to work with subagents, buyer's agents and/or transaction coordinators. A subagent is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on behalf of the Seller(s). Seller's agents and subagents will disclose to the Seller(s) known information about the buyer which may be used to the benefit of the Seller(s). The Seller(s) may waive individual services through execution of a limited service agreement. Only those services set forth in paragraphs (b), (c), and (d) above may be waived by the execution of a limited service agreement.

#### **BUYER'S AGENTS**

A buyer's agent, under a buyer's agency agreement with the Buyer(s), acts solely on behalf of the Buyer(s). Buyer's agents and subagents will disclose to the Buyer(s) known information about the Seller(s) which may be used to benefit the Buyer(s).

#### **DUAL AGENTS**

A real estate licensee can be the agent of both the Seller(s) and the Buyer(s) in a transaction, but only with the knowledge and informed consent, in writing, of both the Seller(s) and the Buyer(s). In such a dual agency situation, the licensee will not be able to disclose all known information to either the Seller(s) or the Buyer(s).

The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the Seller(s), and the Buyer(s).

#### **TRANSACTION COORDINATOR**

A transaction coordinator is a licensee who is not acting as an agent of either the Seller(s) or the Buyer(s), yet is providing services to complete a real estate transaction. The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party. The transaction coordinator is not the advocate of either party and therefore has no obligation to "negotiate" for either party.

The responsibilities of the transaction coordinator typically include:

- providing access to and the showing of the property
- providing access to market information
- providing assistance in the preparation of a buy and sell agreement which reflects the terms of the parties' agreement
- presenting a buy and sell agreement and any subsequent counter-offers
- assisting all parties in undertaking all steps necessary to carry out the agreement, such as execution of documents, obtaining of financing, obtaining of inspections, etc.

#### **DESIGNATED AGENCY**

A Buyer or Seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the Buyer(s) or Seller(s). The named “designated” agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent’s supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the Buyer(s) or Seller(s) and may act solely on behalf of another party in the transaction.

**LICENSEE DISCLOSURE (check one)**

I hereby disclose that the agency status of the licensee named below is:

- Seller’s Agent
- Seller’s Agent—Limited Service Agreement
- Buyer’s Agent
- Buyer’s Agent—Limited Service Agreement
- Dual Agent
- Designated Agent
- Transaction Coordinator
- None of the above

**AFFILIATED LICENSEE DISCLOSURE (check one)**

\_\_\_\_\_ Only the licensee’s broker and a named supervisory broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee’s broker and all named supervisory brokers shall be considered disclosed consensual dual agents.

\_\_\_\_\_ All affiliated licensees have the same agency relationship as the licensee named below.

Further, this form was provided to the Buyer(s) or Seller(s) before disclosure of any confidential information.

\_\_\_\_\_  
Licensee **Frank J Wasung**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Licensee

\_\_\_\_\_  
Date

**ACKNOWLEDGMENT**

By signing below, the parties acknowledge that they have received and read the information in this agency disclosure statement and acknowledge that this form was provided to them before the disclosure of any confidential information.

\_\_\_\_\_  
Potential Buyer(s) / Seller(s) (circle one)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Potential Buyer(s) / Seller(s)  (circle one)

\_\_\_\_\_  
Date

**Keith Brown**

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### Lead-Based Paint and Lead-Based Paint Hazards Disclosure of Information for Residential Sales

**Purpose of This Statement:** The information provided in this statement is required to be provided by all Sellers of residential housing built before 1978. This statement is required by the Residential Lead-Based Hazard Reduction Act of 1992 (42 U.S.C. 4852d), which went into effect in 1996.

**Property Address:** 3514 Livernois Rochester Hills MI 48307  
The residence at this address was constructed after January 1, 1978 (Seller must initial one)

Authentisign  
**KB**  Yes  
 No  
 Unknown

(If Yes is initialed, omit the rest of this Disclosure and sign below, otherwise, complete the following Sellers' portion and sign below)

#### LEAD WARNING STATEMENT

Every Buyer of any interest in residential real estate 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 (INITIAL)

Authentisign  
**KB**  
(seller must initial)

1. **Presence of lead-based paint and/or lead-based paint hazards (check a or b below):**  
(a)  Known lead-based paint and/or lead-based paint hazards are present in the housing  
(b)  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Authentisign  
**KB**  
(seller must initial)

2. **Records and reports available to the Seller (check a or b below):**  
(a)  Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).  
\_\_\_\_\_  
(b)  Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Authentisign  
**KB**  
(seller must initial)

3. **Seller acknowledges that Agents have informed Seller of Seller's obligation under 42 U.S.C 4852d, as printed on page 2 of this form.**

(Initials) Seller **KB** \_\_\_\_\_

(Initials) Buyer \_\_\_\_\_ / \_\_\_\_\_

3514 Livernois Rochester Hills MI 48307

Property Address: \_\_\_\_\_

**BUYER'S ACKNOWLEDGEMENT (Initial)**

\_\_\_\_\_  
(Buyer must initial) 4. Buyer has received copies of all information listed above and the attached \_\_\_\_\_

\_\_\_\_\_  
(Buyer must initial) 5. Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

\_\_\_\_\_  
(Buyer must initial) 6. As set forth in the Offer to Purchase, Buyer has (check a or b below)

(a)  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

(b)  Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Rolling Real Estate, Llc. AGENT'S ACKNOWLEDGEMENT (Initial)**

*FW*  
(agent must initial) 7. Agent has informed the Seller of the Seller's obligation 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 and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

*Keith Brown* 09/26/23  
Seller Date Time Buyer Date Time

Seller Date Time Buyer Date Time

*Frank Wasung* 9.26.23  
Agent Date Time Agent Date Time



3514 Livernois Rochester Hills MI 48307

Property Address: \_\_\_\_\_

### Responsibilities of Sellers Under Residential Lead-Based Paint Hazard Reduction Act

Federal law now imposes the requirements listed below on Sellers of residential housing **built prior to 1978**.

1. Sellers must disclose the presence of any lead-based paint hazards actually known to the Seller. This disclosure must be made prior to the Sellers' acceptance of the Buyers' offer. An offer may not be accepted until after the disclosure requirements are satisfied and the Buyers have had an opportunity to review the disclosure language, and to amend their offer, if they wish.

a. If the Sellers are aware of the presence of lead-based paint and/or lead-based paint hazards in the property being sold, the disclosure must include any information available concerning the known lead-based paint and/or lead-based paint hazard, including the following.

- i. The Sellers' basis for determining that lead-based paint and/or lead-based paint hazards exist;
- ii. The location of the lead-based paint and/or lead-based paint hazards; and
- iii. The condition of the painted surfaces.

b. If a lead-based paint hazard is not known to the Seller, the disclosure must include a statement disclaiming such knowledge.

c. The Sellers must provide a list of any records and reports available to the Sellers pertaining to lead-based paint and/or lead-based paint hazards, copies of which must be provided to the Buyers. (If no such records or reports exist, the disclosure statement should affirmatively so state.)

d. The disclosure must include the government-mandated *Lead Warning Statement*, found on the front side of this form.

2. Sellers must provide Buyers with a copy of the federal pamphlet entitled *Protect Your Family From Lead In Your Home*.

3. Sellers must permit a Buyer a ten (10) day period (unless the parties mutually agree, in writing, upon a different period of time) to have the property tested for lead-based paint before the Buyers become obligated under the Purchase Agreement.

A civil fine of \$10,000 may be levied against any Seller or real estate Agent who fails to live up to the obligations imposed by this law.

(Initials) Seller Authentisign  
KB / \_\_\_\_\_

(Initials) Buyer \_\_\_\_\_ / \_\_\_\_\_

H

### Seller's Disclosure Statement

Property Address: 3514 Livernois Rochester Hills MI 48307 MICHIGAN  
Street City, Village or Township

**Purpose of Statement:** This statement is a disclosure of the condition of the property in compliance with the Seller Disclosure Act. This statement is a disclosure of the condition and information concerning the property, known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering or any other specific area related to the construction or condition of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. **THIS STATEMENT IS NOT A WARRANTY OF ANY KIND BY THE SELLER OR BY ANY AGENT REPRESENTING THE SELLER IN THIS TRANSACTION, AND IS NOT A SUBSTITUTION FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN.**

**Seller's Disclosure:** The Seller discloses the following information with the knowledge that even though this is not a warranty, the Seller specifically makes the following representations based on the Seller's knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's Agent is required to provide a copy to the Buyer or the Agent of the Buyer. The Seller authorizes its Agent(s) to provide a copy of this statement to any prospective Buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the Seller and are not the representations of the Seller's Agent(s), if any. **This information is a disclosure only and is not intended to be a part of any contract between Buyer and Seller.**

**Instructions to the Seller:** (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) If some items do not apply to your property, check NOT AVAILABLE. If you do not know the facts, check UNKNOWN. FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

**Appliances/Systems/Services:** The items below are in working order. (The items listed below are included in the sale of the property only if the purchase agreement so provides.)

	Yes	No	Unknown	Not Available		Yes	No	Unknown	Not Available
Range/oven			X		Lawn sprinkler system				X
Dishwasher			X		Water heater	X			
Refrigerator			X		Plumbing system			X	
Hood/fan			X		Water softener/conditioner			X	
Disposal			X		Well & pump			X	
TV antenna, TV rotor & controls			X		Septic tank & drain field			X	
Electric System			X		Sump pump			X	
Garage door opener & remote control			X		City water system	X			
Alarm system			X		City sewer system				X
Intercom			X		Central air conditioning			X	
Central vacuum			X		Central heating system			X	
Attic fan			X		Wall furnace			X	
Pool heater, wall liner & equipment				X	Humidifier			X	
Microwave			X		Electronic air filter				X
Trash compactor				X	Solar heating system				X
Ceiling fan			X		Fireplace & chimney			X	
Sauna/hot tub				X	Wood burning system				X
Washer			X		Dryer			X	

Explanations (attach additional sheets, if necessary):

Acquired property through fuduciary deed recently as described in former owners trust, now deceased

UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF CLOSING.

**Property conditions, improvements & additional information:**

- Basement/Crawlspace:** Has there been evidence of water? yes \_\_\_\_\_ no \_\_\_\_\_  
If yes, please explain: Unknown
- Insulation:** Describe, if known: Urea Formaldehyde Foam Insulation (UFFI) is installed? unknown X yes \_\_\_\_\_ no \_\_\_\_\_
- Roof:** Leaks? unknown of age or condition yes \_\_\_\_\_ no \_\_\_\_\_  
Approximate age, if known: \_\_\_\_\_
- Well:** Type of well (depth/diameter, age and repair history, if known): \_\_\_\_\_  
Has the water been tested? yes \_\_\_\_\_ no \_\_\_\_\_  
If yes, date of last report/results: Unknown

BUYER'S INITIALS \_\_\_\_\_

SELLER'S INITIALS \_\_\_\_\_

KB





### Seller's Disclosure Statement

3514 Livernois Rochester Hills MI 48307

Property Address: \_\_\_\_\_

Street  
Unknown

City, Village or Township

MICHIGAN

- 5. **Septic tanks/drain fields:** Condition, if known: \_\_\_\_\_
  - 6. **Heating system:** Type/approximate age: \_\_\_\_\_ Forced air, age unknown
  - 7. **Plumbing system:** Type: copper \_\_\_\_\_ galvanized \_\_\_\_\_ other \_\_\_\_\_  
Any known problems? \_\_\_\_\_ Unknown
  - 8. **Electrical system:** Any known problems? \_\_\_\_\_ Unknown
  - 9. **History of infestation,** if any: (termites, carpenter ants, etc.) \_\_\_\_\_ Unknown
  - 10. **Environmental problems:** Are you aware of any substances, materials or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on property.  
unknown  yes \_\_\_\_\_ no \_\_\_\_\_
- If yes, please explain: \_\_\_\_\_
- 11. **Flood Insurance:** Do you have flood insurance on the property? unknown \_\_\_\_\_ yes \_\_\_\_\_ no
  - 12. **Mineral Rights:** Do you own the mineral rights? unknown  yes \_\_\_\_\_ no \_\_\_\_\_

**Other Items:** Are you aware of any of the following:

- 1. Features of the property shared in common with the adjoining landowners, such as walls, fences, roads and driveways, or other features whose use or responsibility for maintenance may have an effect on the property? unknown  yes \_\_\_\_\_ no \_\_\_\_\_
- 2. Any encroachments, easements, zoning violations or nonconforming uses? unknown  yes \_\_\_\_\_ no \_\_\_\_\_
- 3. Any "common areas" (facilities like pools, tennis courts, walkways or other areas co-owned with others), or a homeowners' association that has any authority over the property? unknown  yes \_\_\_\_\_ no \_\_\_\_\_
- 4. Structural modifications, alterations or repairs made without necessary permits or licensed contractors? unknown  yes \_\_\_\_\_ no \_\_\_\_\_
- 5. Settling, flooding, drainage, structural or grading problems? unknown  yes \_\_\_\_\_ no \_\_\_\_\_
- 6. Major damage to the property from fire, wind, floods, or landslides? unknown  yes \_\_\_\_\_ no \_\_\_\_\_
- 7. Any underground storage tanks? unknown  yes \_\_\_\_\_ no \_\_\_\_\_
- 8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc.? unknown  yes \_\_\_\_\_ no \_\_\_\_\_
- 9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge? unknown \_\_\_\_\_ yes \_\_\_\_\_ no
- 10. Any outstanding municipal assessments or fees? unknown \_\_\_\_\_ yes \_\_\_\_\_ no
- 11. Any pending litigation that could affect the property or the Seller's right to convey the property? unknown \_\_\_\_\_ yes \_\_\_\_\_ no

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary: \_\_\_\_\_

The Seller has lived in the residence on the property from \_\_\_\_\_ Never \_\_\_\_\_ (date) to \_\_\_\_\_ (date).  
 The Seller has owned the property since \_\_\_\_\_ September 27th 2023 \_\_\_\_\_ (date).  
 The Seller has indicated above the conditions of all the items based on information known to the Seller. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold the Broker liable for any representations not directly made by the Broker or Broker's Agent.

Seller certifies that the information in this statement is true and correct to the best of Seller's knowledge as of the date of Seller's signature.

**BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY. THESE INSPECTIONS SHOULD TAKE INDOOR AIR AND WATER QUALITY INTO ACCOUNT, AS WELL AS ANY EVIDENCE OF UNUSUALLY HIGH LEVELS OF POTENTIAL ALLERGENS INCLUDING, BUT NOT LIMITED TO, HOUSEHOLD MOLD, MILDEW AND BACTERIA.**

**BUYERS ARE ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28,721 TO 28,732 IS AVAILABLE TO THE PUBLIC. BUYERS SEEKING SUCH INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERIFF'S DEPARTMENT DIRECTLY.**

**BUYER IS ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY, PRINCIPAL RESIDENCE EXEMPTION INFORMATION, AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE. BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS, UNDER MICHIGAN LAW, REAL PROPERTY OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.**

Seller Keith Brown 09/26/23 Date: \_\_\_\_\_  
 Seller \_\_\_\_\_ Date: \_\_\_\_\_

Buyer has read and acknowledges receipt of this statement.

Buyer \_\_\_\_\_ Date: \_\_\_\_\_ Time \_\_\_\_\_  
 Buyer \_\_\_\_\_ Date: \_\_\_\_\_ Time \_\_\_\_\_

**Disclaimer:** This form is provided as a service of the Michigan Association of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Michigan Association of REALTORS® is not responsible for use or misuse of form for misrepresentation or for warranties made in connection with the form.

