PROPERTY DISCLOSURE DOCUMENT

In accordance with LSA-R.S. 9:3196-3200, a SELLER of residential real property shall furnish BUYERS with a *Property Disclosure Document*. A complete copy of these statutes may be found at: www.legis.la.gov. The required *Property Disclosure Document* may be in the form promulgated by the Louisiana Real Estate Commission ("Commission") or in another form containing substantially the same information. The Commission form may be found at: www.lrec.gov.

RIGHTS OF BUYER AND CONSEQUENCES FOR FAILURE TO DISCLOSE: If the *Property Disclosure Document* is delivered after the BUYER makes an offer, the BUYER can terminate any resulting real estate contract or withdraw the offer for up to 72 hours after receipt of the *Property Disclosure Document*. This termination or withdrawal will be without penalty to the BUYER, and any deposit or earnest money shall be promptly returned to the BUYER (despite any agreement to the contrary).

DUTIES OF REAL ESTATE LICENSEES AND CONSEQUENCES FOR FAILURE TO FULFILL SUCH DUTIES: Louisiana law requires real estate licensees to inform their clients of those clients' duties and rights in connection with the *Property Disclosure Document*. Failure to inform could subject the licensee to censure, suspension, or revocation of his or her license, as well as fines. The licensee is not liable for any error, inaccuracy, or omission in a *Property Disclosure Document*, unless the licensee has actual knowledge of the error, inaccuracy, or omission by the SELLER.

KEY DEFINITIONS:

- "Residential real property" or "property" is real property consisting of one or not more than four residential dwelling
 units, which are buildings or structures each of which are occupied or intended for occupancy as single-family
 residences.
- "Known defect" or "defect" is a condition found within the property that was actually known by the SELLER and that results in one or all of the following:
 - a) It has a substantial adverse effect on the value of the property.
 - b) It significantly impairs the health or safety of future occupants of the property.
 - c) If not repaired, removed, or replaced, significantly shortens the expected normal life of the property.

OTHER IMPORTANT PROVISIONS OF THE LAW:

- A Property Disclosure Document shall NOT be considered a warranty by the SELLER.
- A Property Disclosure Document is for disclosure purposes only; it shall not be construed as part of any contract between the SELLER and the BUYER.
- The *Property Disclosure Document* shall not be used as a substitute for any inspections or warranties that the BUYERS or SELLER may obtain.
- Nothing in this law precludes the rights or duties of a BUYER to inspect the physical condition of the property.
- The SELLER shall not be liable for any error, inaccuracy, or omission of any information required to be delivered to the BUYERS if the error, inaccuracy, or omission was not a willful misrepresentation, according to the best of the SELLER's information, knowledge, and belief or was based on information provided by a public body or another person with a professional license or special knowledge, who provided a written or oral report or opinion that the SELLER reasonably believed to be correct and which was transmitted by the SELLER to the BUYER.

PROPERTY DISCLOSURE EXEMPTION FORM

In accordance with LSA-R.S. 9:3196-3200, a SELLER of residential real property shall furnish BUYERS with a *Property Disclosure Document*. A complete copy of these statutes may be found at: www.legis.la.gov. The required *Property Disclosure Document* may be in the form promulgated by the Louisiana Real Estate Commission ("Commission") or in another form containing substantially the same information. The Commission form may be found at: www.lrec.gov.

WHO IS REQUIRED TO MAKE DISCLOSURE? ALL SELLERS are required to make written disclosure of known defects regarding a property being transferred. A SELLER'S obligation to furnish a *Property Disclosure Document* applies to any transfer of any interest in residential real property, whether by sale, exchange, bond for deed, lease with option to purchase, *etc*. The following transfers are exempt from the requirement to provide a *Property Disclosure Document*:

CHECK	ALL T	HAT APPLY:
	1.	Transfers ordered by a court, including but not limited to a transfer ordered by a court in the administration of an estate, a transfer pursuant to a writ of execution, a transfer by any foreclosure sale, a transfer by a trustee in bankruptcy, a transfer by eminent domain, and any transfer resulting from a decree of specific performance.
	2.	Transfers to a mortgagee by a mortgagor or successor in interest who is in default.
	3.	Transfers by a mortgagee who has acquired the residential real property at a sale conducted pursuant to a power of sale under a mortgage or a sale pursuant to decree of foreclosure, or who has acquired the residential property by a deed in lieu of foreclosure.
	4.	Transfers by a fiduciary in the course of administration of a decedent's estate, guardianship, conservatorship, or trust.
	5.	Transfers of newly constructed residential real property, which has never been occupied.
	6.	Transfers from one or more co-owners solely to one or more of the remaining co-owners.
	7.	Transfers from the succession executor or administrator pursuant to testate or intestate succession.
	8.	Transfers of residential real property that will be converted by the BUYER into a use other than residential use.
	9.	Transfers of residential real property to a spouse or relative in the line of consanguinity (blood line).
	10.	Transfers between spouses resulting from a judgment of divorce or a judgment of separate maintenance or from a property settlement agreement incidental to such a judgment.
	11.	Transfers or exchanges to or from any governmental entity.
	12.	Transfers from an entity that has acquired title or assignment of a real estate contract to a piece of residential real property to assist the prior owner in relocating, as long as the entity makes available to the BUYER a copy of the property disclosure statement, any inspection reports if any furnished to the entity by the prior owner, or both.
	13.	Transfers to an inter vivos trust.
	14.	Acts that, without additional consideration and without changing ownership or ownership interest, confirm, correct, modify, or supplement a deed or conveyance previously recorded.

15. NONE OF THE EXEMPTIONS ABOVE APPLY TO THE SELLER(S).

- "Known defect" or "defect" is a condition found within the property that was actually known by the SELLER and that results in one or all of the following:
 - a) It has a substantial adverse effect on the value of the property.
 - b) It significantly impairs the health or safety of future occupants of the property.
 - c) If not repaired, removed, or replaced, significantly shortens the expected normal life of the property.

	ч	E	\sim	V	\cap	N	ΙE	D	\cap	v	•
u	п	E.	L	Λ.	U	I۷	IE.	D	U	л	

	SELLER claims that he/she is exempt fro has no knowledge of known defects to	•	e Property Disclosu	re Document and declares that SELLER
		OR		
	SELLER has reviewed the <i>Property Disc</i> enumerated in the <i>Property Disclosur</i> <i>Disclosure Document</i> .	•		•
		OR		
	SELLER claims that he/she is exempt fro has knowledge of known defects to Disclosure Document.	-		
SELLER	(sign)	_ Date	Time	(print)
SELLER	(sign)	_ Date	Time	(print)
SELLER	(sign)	_ Date	Time	(print)
SELLER	(sign)	_ Date	Time	(print)
Received	d by:			
BUYER	(sign)	_ Date	Time	(print)
BUYER	(sign)	_ Date	Time	(print)
BUYER	(sign)	_ Date	Time	(print)
BUYER	(sign)	Date	Time	(print)

PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)	DATE	

The following representations are made by the SELLER and **NOT** by any real estate licensee.

This document is not a substitute for any inspections or professional advice the BUYER may wish to obtain.

The following information is based only upon the SELLER's actual knowledge of the property. The SELLER may disclose only what the SELLER actually knows. The SELLER may not know about all material or significant items affecting the property.

Y = Yes N = No NK = No Knowledge

			SECTION :	1: LAND		
1.	What is the length of own	ership of the prop	erty by the SE	LLER?		
2.	Lot size or acres					
3. Are you aware of any servitudes or encroachments regarding the property, other than typical, customary of servitudes, that would affect use of the property?						
4.	Are you aware of any right	s vested in others	? Check all tha	t apply and explain at th	e end of this sectior	١.
	Timber rights	□ Y	\square N	Leased land	□ Y	\square N
	Right of ingress or egress	□ Y	\square N	Mineral rights	□ Y	\square N
	Right of way	□ Y	\square N	Surface rights	□ Y	\square N
	Right of access	□ Y	\square N	Air rights	□ Y	\square N
	Servitude of passage	□ Y	\square N	Usufruct	□ Y	\square N
	Servitude of drainage	□ Y	\square N	Other		
	Common driveway	□ Y	\square N			
	Has any part of the proper Corps of Engineers under states of the proper	§404 of the Clean	Water Act?	-	□ Y □	ed States Army
p E	he Clean Water Act is a fed ermit requirements for alte ngineers. The Corps may ass een determined a wetland i	ering or building o sess a fee to the SE	n property the	at has been determined R of a property for this de	a wetland by the A	Army Corps of
Q -	uestion Number Explar	nation of "Yes" ans	wers	Additional sheet is atta	ched	
	IYER'S Initials:	BUYER'S Initials:		SELLER'S Initials:		Initials:

SECTION 2: TERMITES, WOOD-DESTROYING INSECTS AND ORGANISMS

6.	Has the property ever had termites or other wood-destroying insects or organisms?											
	a)	During the tim	e the SELLER owned the property?		□ Y	\square N						
	b)	Prior to the tin	ne the SELLER owned the property?		□ Y	\square N	□ NK					
	c)	Was there any	damage to the property?		□ Y	\square N	□ мк					
	d)	Was the dama	ge repaired?		□ Y	\square N	□ NK					
7.	If t	f the property is currently under a termite contract, provide the following:										
	a)	a) Name of company										
	b)		expires									
	c)	List any structu	ures not covered by contract									
Qu	est	ion Number	Explanation of "Yes" answers									
			SECTION 3: S	STRUCTURE(S)								
8.	Wh	nat is the approx	kimate age of each structure on the p	property?								
	Ma	nin structure										
	Otł	ner structures _										
9.	Hav	ve there been a	ny additions or alterations made to tl	he structures during the time the SI	ELLER ow	ned the	property?					
	lf y	es, were the ne	cessary permits and inspections obta	ined for all additions or alterations	s? □ Y	□N	□NK					
10.	Wŀ	nat is the approx	kimate age of the roof of each structu	ıre?								
	Ma	nin structure										
	Otł	ner structures _										
		'S Initials: 'S Initials:		SELLER'S Initials: SELLER'S Initials:		R'S Initia R'S Initia	ls: ls:					

PROPERTY DESCRIP	TION (ADDRESS, CITY, STATE Z	IP)		DA	ATE	
11. Are you aware o	of any defects regarding the foll	owing? Chec	k all that apply; and, if yes	, explain at the e	nd of th	is section.
Roof	□ Y	\square N	Irrigation system	□ Y		□ N
Interior walls	□ Y	\square N	Ceilings	□ Y		□ N
Floor	□ Y	\square N	Exterior walls	□ Y		□ N
Attic spaces	□ Y	\square N	Foundation	□ Y		□ N
Porches	□ Y	\square N	Basement	□ Y		□ N
Steps/Stairways	□ Y	\square N	Overhangs	□ Y		□ N
Pool	□ Y	\square N	Railings	□ Y		□ N
Decks	□ Y	\square N	Spa	□ Y		□ N
Windows	□ Y	\square N	Patios	□ Y		□ N
Other						
 a) During the s b) Prior to the c) If yes, detain 13. Has there been a) During the s b) Prior to the c) Is there a tr 	ing flood damage referenced in time the SELLER owned the pro- time the SELLER owned the pro- I all property damages/defects any foundation repair? time the SELLER owned the pro- time the SELLER owned the pro- time the SELLER owned the pro- de the name of the warranty of	operty? coperty? and repair so operty? coperty?	tatus at the end of this se	□ Y □ Y ection.	N	□ NK □ NK □ NK
	rty contain exterior insulation		stem (EIFS) or other synth	netic stucco?	□ N	□ NK
Question Number			Additional sheet is att			
·		re on Lead-Ba		ed Paint Hazard <i>F</i>		
BUYER'S Initials: BUYER'S Initials:			SELLER'S Initials: SELLER'S Initials:			ls: ls:

PROPERTY	DESCRIPTION	ADDRESS	CITY	STATE	7IP)

DATE

SECTION 4: PLUM	BING, WA	ATER, GAS, AND SEWA	AGE		
15. Are you aware of any defects with the plumb	ing system?				
 a) During the time the SELLER owned the p 	roperty?		□ Y	\square N	
b) Prior to the time the SELLER owned the	property?		□ Y	\square N	
16. Are you aware of any defects with the water	piping?				
a) During the time the SELLER owned the p	roperty?		□ Y	\square N	
b) Prior to the time the SELLER owned the I	property?		□ Y	\square N	
c) The water is supplied by:					
\square Municipality \square Private utility \square Or	n-site system	\square Shared well system \square Oth	er		
d) How many private wells service the prim	-	-			
e) If there are private wells, when was the					
f) Are you aware of any polybutylene pipin	g in the struct	:ure?	□ Y	□N	
17. Is there gas service available to the property	?		□ Y	\square N	□ мк
a) If yes, what type? ☐ Butane ☐ Natural	☐ Propane				
b) If yes, are you aware of any defects with	the gas servic	e?	□ Y	\square N	
c) If Butane or Propane, are the tanks:	☐ Owned	☐ Leased			
d) If leased, please list service provider:					
18. Are you aware of any defects with any water	heater?				
 a) During the time the SELLER owned the p 			□ Y	□N	
b) Prior to the time the SELLER owned the			□ Y	\square N	
19. The sewerage service is supplied by: ☐ Mu	nicinality 🗍	Community □ Other			
a) How many private sewer systems service					
b) Is the property serviced by a pump grind		,	□ Y	□N	□NK
Question Number Explanation of "Yes" ans	Mers	Additional sheet is attached			
SELLER shall attach a private water/sewage disc sewerage system (i.e., any sewerage system where the system was also shall attach a private water/sewage disc					
system regulated by the Louisiana Department		intiple nomes/connections) or is	HOL COM	iectea to	o a water
DUVEN/C Institute		CELLEDIC Lettele	CE: . =	D/C L	la.
BUYER'S Initials: BUYER'S Initials: BUYER'S Initials:		SELLER'S Initials: SELLER'S Initials:		R'S Initia R'S Initia	ls: ls:
DOTEN 5 militals.			JELLE		·••

SECTION 5: ELECTRICAL, HEATING AND COOLING, APPLIANCES

		S Initials: S Initials:			nitials: nitials:		ELLER'S Initials: ELLER'S Initials:			R'S Initia R'S Initia	ls: ls:
Qu	est	ion Number E	Explanati	on of "Ye	es" answers	Α	dditional sheet is attach	ned			
I	b)	If leased, please	list servi	ce provid	er:						
	a)	Are any of the ite							□ Y	□и	□ мк
	Au	dio/Video surveill	ance	□ Y	□ N	□ NK	(Long-life, sealed battery)				
	Sol	ar panel		□ Y	\square N	□ NK	CO detector	□ Y		□N	□ NK
	Fire	e alarm		□ Y	□N	□ NK	Smoke detector (10-yr. lithium battery)	□ Y		□N	□ NK
	Sec	urity alarm		□ Y	\square N	□ NK	Generator	□ Y		□N	□ NK
		es the property o ails at the end of	•		ures contain	any of the	following? Check all t	hat app	ly and	provide	additional
ļ	b)	Prior to the time	the SELL	ER owne	d the proper	ty?			□ Y	\square N	
;	a)	During the time	the SELLE	ER owned	d the propert	:y?			□ Y	\square N	
23.	Are	you aware of any	y defects	in any pe	ermanently in	nstalled or	built-in appliances?				
22.	If a	fireplace(s) exists	s, is it wo	rking?					□ Y	□ N	□ NK
	b)	Prior to the time	the SELL	ER owne	d the proper	ty?			□ Y	\square N	
;	a)	During the time	the SELLE	ER owned	d the propert	ty?			□ Y	\square N	
21.	Are	you aware of any	y defects	with the	heating or c	ooling syste	ems?				
(c)	Are you aware of	f any aluı	minum w	riring in the s	tructure?			□ Y	\square N	
ı	b)	Prior to the time	the SELL	ER owne	d the proper	ty?			□ Y	\square N	
;	a)	During the time	the SELLE	ER owned	d the propert	:y?			□ Y	\square N	
20.	Are	you aware of any	y defects	with the	electrical sys	stem?					

PROPERTY	DESCRIPTION	ADDRESS	CITY	STATE	7IP)

DATE

SECTION 6: FLOOD, FLOOD ASSISTANCE, AND FLOOD INSURANCE

25.		•	rusion, accumulation, or d d frequency of the defect a	• .	•	h respec	ct to the	land? If
	a)	During the time the SE	LLER owned the property?			□ Y	\square N	
	b)	Prior to the time the SE	LLER owned the property	?		□ Y	\square N	□ NK
26.			property ever flooded, by e defect at the end of this	_	usion or other	wise? If	yes, inc	dicate the
	a)	During the time the SE	LLER owned the property?			□ Y	\square N	
	b)	Prior to the time the SE	LLER owned the property	?		□ Y	\square N	□ NK
27.		at is/are the flood zon ormation? Check all that	e classification(s) of the apply.	property?	_ What is the	source	and da	te of this
		Survey/Date	Elevation Co	ertificate/Date	0	ther/Da	te	
		FEMA Flood Map - http	os://msc.fema.gov/portal/	<u>home</u>				
		https://www.floodsma	rt.gov/understanding-my-	flood-zone				
		Other:		(please provide)				
29.	ls t	here flood insurance on	ed special flood hazard are the property?		AND BECOME	□ Y □ Y PART O	□ N □ N F THIS P	PROPERTY
			PRIVATE	FLOOD INSURANCE				
30.	Doe	es the SELLER have a flo	od elevation certificate tha	nt will be shared with BU	YER?	□ Y	\square N	
31.	Has	the SELLER made a priv	ate flood insurance claim	for this property?		□ Y	\square N	
	a)	If YES, was the claim ap	proved?			□ Y	\square N	
	b)	If YES, what was the an	nount received?					
32.	Did	the previous owner ma	ke a private flood insurand	ce claim for this property	?	□ Y	□ N	□ NK
	a)	If YES, was the claim ap	proved?			□ Y	\square N	□ NK
	b)	If YES, what was the an						
			nount received?					

PROPI	ERTY DESCRIPTION	D	DATE					
		NATIONAL FLOOD INS	URANCE PROGRAM (NFIP)					
33. Ha	as the SELLER m		□ Y	□N				
a)	If YES, was the	e claim approved?		□ Y	\square N			
b)	If YES, what w	as the amount received?						
34. Di	id the previous c	owner make an NFIP claim for this pro	□ Y	\square N	□ NK			
a)	If YES, was the	e claim approved?	□ Y	\square N	□ NK			
b)	If YES, what w	as the amount received?						
		FEDERAL DISASTE	R ASSISTANCE/GRANT					
co m th be	onditioned upon andates that pro at if insurance is e eligible for add	previous owner has previously receing obtaining and maintaining flood in ospective purchasers be advised that is not maintained and the property is ditional federal flood disaster assistate been previously received regarding	nsurance on the property, fede they will be required to maintain thereafter damaged by a flood ance. To the best of the SELLER	ral law, i.e. 4 n insurance or disaster, the p	12 U.S.C. n the pro ourchase	. § 5154a, perty and er may not		
a)	If YES, from w							
b)								
c)	If YES, what w	vas the purpose of the assistance (e.g	g., elevation, mitigation, restorat	ion?				
		ROAD HO	ME PROGRAM					
36. W	/as SELLER a reci	□ Y	\square N					
37. Was a previous owner of the property a recipient of a Road Home grant ?					□ N	□ мк		
If YES,	, complete (a) –	(c) below:						
a)	a) Is the property subject to the Road Home Declaration of Covenants Running with the Land or other requirement to obtain and maintain flood insurance on the property?							
b)	b) If YES, attach a copy of the Road Home Program Declaration of Covenants other requirements to obtain an maintain flood insurance on the property.							
c)	c) Has the SELLER or PREVIOUS OWNER(S) personally assumed any terms of the Road Home Program Agreement? $\hfill Y \hfill N$							
Ques	stion Number	Explanation of "Yes" answers	Additional sheet is attache	ed				
BUYER'S Initials: BUYER'S Initials:		-	SELLER'S Initials: SELLER'S Initials:		SELLER'S Initials: SELLER'S Initials:			

PROPERTY	DESCRIPTION (ADDRESS, CITY, STATE ZIP)	DATE				
	SECTION 7:	MISCELLANEOUS				
•	aware of any building restrictions or restrict perty or as to the type of construction or may?					
39. What is	the zoning of the property?					
Has it e	ver been zoned for commercial or industrial?		□ Y	\square N	□ NK	
40. Is the p	roperty located in an historic district?	□ Y	□ N	□NK		
If yes, v	vhich historic district?	_ (See att	(See attached disclosur			
41. Are you the pro	aware of any conflict with current usage of the perty?	he property and any zoning, building	and/or sa □ Y	fety rest	rictions of	
42. Are you	aware of any current governmental liens or t	□ Y	\square N			
	bership in a homeowners' association (HOA) tion (POA) required as the result of owning th	(COA), or	propert	y owners'		
a) Are	any HOA, COA, or POA dues required?		□ Y	\square N		
b) Are	there any current or pending special assessm	nents?	□ Y	\square N	□ NK	
c) Pro	vide contact information (name, email, or pho	one number) for HOA, COA, or POA.				
restriction document in the par seller and Document	nation contained in this property disclosure resists is summary in nature. The covenants, restricts are a matter of public record and may be obtain where the property is located. The HOA, is seller shall provide such documents, only its regarding any restrictive covenants & building ords or from the person listed above (if blanks).	rictive covenants, building restriction tained from the conveyance records of COA, or POA governing documents not the extent that seller is in posseng restrictions governing the property	is, & some on file at the hay be recession of some or may be o	e HOA g the Clerk quested such doo btained	overning of Court from the cuments.	
44. Are the	streets accessing the property:	☐ Private	☐ Pu	blic	□ NK	
45. Is the p	roperty subject to a common regime of restri	ctive covenants or building restriction	ns or both	?		
a) Res	trictive Covenants		□ Y	\square N	\square NK	
b) Bui	lding Restrictions		□ Y	\square N	□ NK	
c) Bot	h		□ Y	\square N	□ NK	
	tials: BUYER'S Initials: tials: BUYER'S Initials:	SELLER'S Initials: SELLER'S Initials:	SELLER'S Initials:			

PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)							DATE				
46.	46. Is there a homestead exemption in effect?						□ Y	□N	□ NK		
47.	47. Is there any pending litigation regarding the property not previously disclosed in this docum						ent?	□ N	□NK		
48.	18. Has an animal or pet ever inhabited the structure?										
	a)	a) During the time the SELLER owned the property?							□ Y	\square N	
	b)	p) Prior to the time the SELLER owned the property?							□ Y	\square N	\square NK
49. Does the property or any of its structures contain any of the following? Check all that apply and provid details at the end of this section.								provide	additional		
	As	bestos		□ Y	□ N	□ NK	Formaldehyde	□ Y	[□N	□ NK
	Ra	don gas		□ Y	□ N	□ NK	Chemical storage tanks	□ Y	[□N	□ NK
	Со	ntaminated soil		□ Y	\square N	□ NK	Contaminated water	□ Y	[□N	□ NK
	На	zardous waste		□ Y	\square N	□ NK	Toxic mold	□ Y	[□N	□ NK
	М	old/Mildew		□ Y	□N	□ NK	Electromagnetic fields	□ Y	[□N	□ NK
		ntaminated /wall/sheetrock		□ Y	□ N	□ NK	Contaminated flooring	□ Y		□N	□ NK
		Other adverse materials or conditions		□ Y	□ N	□ NK					
50.		there or has the eration on the p		een an ille	egal laborat	tory for th	e production or manufa	cturing	of me □ Y	thampho	etamine in
51.	ls t	here a cavity cre	eated withi	n a salt st	ock by diss	olution wit	th water underneath the	proper	ty?	□N	□ NK
52.	ls t	here a solution	mining inje	ction wel	l within 264	40 feet (1/	2 mile) of the property?		□ Y	\square N	□ мк
Question Number		Explanati	on of "Ye	s" answers		Additional sheet is attach	ned				
_											
BUYER'S Initials: BUYER'S Initials:					SELLER'S Initials:		SELLER'S Initials:				

PROPERTY DISCLOSURE DOCUMENT ACKNOWLEDGEMENTS

All SELLERS are required to make written disclosure of known defects regarding a property being transferred. I/We attest that the above statements and explanations have been provided by me/us and are true and correct to the best of my/our knowledge. (If either party is represented by a real estate licensee, your signature below acknowledges that you have been informed of your duties and rights under LSA-R.S. 9:3196-3200 and have read and understand the informational statement). SELLER(S) shall notify all parties, in writing, immediately if any information set forth in this *Property Disclosure Document* becomes inaccurate, incorrect, or otherwise materially changes.

BUYER (sign) ______ Date _____ Time _____ (print) _____