

GREATER LAS VEGAS ASSOCIATION OF REALTORS® RESIDENTIAL DATA FORM

RES

Required fields are identified by either shading or (Required), an entry must be made.

Page 1 of 4

PROPERTY SUB TYPE (Required) SFR CON TWH MAN

SYSTEM ASSIGNED

ML#

SYSTEM ASSIGNED

List Agent Public ID 011570 List Office Code REAX01 Status (Check 1, Required) ER EA Area L/Price \$ 609,900

Address 5101 Compass Point (1 Req.) Royer Ranch Rd Unit # Building #
NUMBER E S STREET NAME N W

LP/SqFt SYSTEM GENERATED Tax District Builder/Manfctr

Model Zip County (Check 1, Req.) Parcel # 125-33-303-019 Zoning (Check up to 2, Req.) CLARK COMPROF MULTI
 OTHER HORSES SINGLE
 NYE PROFSS

YrBuilt 2006 Built Desc (Check 1, Required) BS NEW RE UC

Community Name (Check 1, Required)

- | | | | | | | |
|-------------------------------------|-------------------------------------|--|--------------------------------------|-------------------------------------|-------------------------------------|------------------------------------|
| <input type="checkbox"/> ANTHEM | <input type="checkbox"/> FRONTIERES | <input type="checkbox"/> LEGACY | <input type="checkbox"/> PALMVALLEY | <input type="checkbox"/> SHADOWHL | <input type="checkbox"/> SPRINGMTR | <input type="checkbox"/> TWCENTER |
| <input type="checkbox"/> ALTAMIRA | <input type="checkbox"/> FTHLSMACRC | <input type="checkbox"/> LONEMTN | <input type="checkbox"/> PECCOLERCH | <input type="checkbox"/> SHGLANDS | <input type="checkbox"/> STALLNMNTN | <input type="checkbox"/> WHITNEYRC |
| <input type="checkbox"/> BLKMTNVIST | <input type="checkbox"/> GIBBS | <input type="checkbox"/> LONE LONEMTWN | <input type="checkbox"/> PROMENADE | <input type="checkbox"/> SIENA | <input type="checkbox"/> SUMMERLINH | <input type="checkbox"/> WOODCREST |
| <input type="checkbox"/> CANYONGATE | <input type="checkbox"/> GREENVLLEY | <input type="checkbox"/> LOSPRODOS | <input type="checkbox"/> QUEENSRDG | <input type="checkbox"/> SILVERADO | <input type="checkbox"/> SUNCITYANT | <input type="checkbox"/> WSMMLRLIN |
| <input type="checkbox"/> CALICORDGE | <input type="checkbox"/> GREENVLYSO | <input type="checkbox"/> LYNBROOK | <input type="checkbox"/> RANCHOBLAR | <input type="checkbox"/> SILVERSPRG | <input type="checkbox"/> SUNCITYMCD | <input type="checkbox"/> NONE |
| <input type="checkbox"/> CHAMPION | <input type="checkbox"/> GRNVLECOS | <input type="checkbox"/> MACDNLRC | <input type="checkbox"/> RANCHOICRC | <input type="checkbox"/> SMMRLIN | <input type="checkbox"/> SUNCITYSUM | |
| <input type="checkbox"/> CORONARCH | <input type="checkbox"/> GRNVLEGOLF | <input type="checkbox"/> MCNEILL | <input type="checkbox"/> RANCHOENRT | <input type="checkbox"/> SNMACDNLRC | <input type="checkbox"/> SUNSETVIL | |
| <input type="checkbox"/> DESERTINN | <input type="checkbox"/> GRNVLERCH | <input type="checkbox"/> MESAVERDE | <input type="checkbox"/> RCHLSPALM | <input type="checkbox"/> SOUTHFORK | <input type="checkbox"/> SWRANCH | |
| <input type="checkbox"/> DESERTSHRE | <input type="checkbox"/> HILLSBORO | <input type="checkbox"/> MONTECITO | <input type="checkbox"/> REDRCKCC | <input type="checkbox"/> SOUTHSORE | <input type="checkbox"/> THEBLUFFS | |
| <input type="checkbox"/> ELDORADO | <input type="checkbox"/> I15SANNE | <input type="checkbox"/> MOUNTNSP | <input type="checkbox"/> RHODESRNC | <input type="checkbox"/> SOUTHVLYRN | <input type="checkbox"/> THELAKES | |
| <input type="checkbox"/> ELKHORNCH | <input type="checkbox"/> IRNMTNRCH | <input type="checkbox"/> PAINTEDDES | <input type="checkbox"/> SCHOTCHATES | <input type="checkbox"/> SPANISHOAK | <input type="checkbox"/> TIERADLPAL | |
| <input type="checkbox"/> ELKHORNSPR | <input type="checkbox"/> LASVCC | <input type="checkbox"/> PALMCITY | <input type="checkbox"/> SEVENHILLS | <input type="checkbox"/> SPANISHTRL | <input type="checkbox"/> TUCSONTRLS | |
| <input type="checkbox"/> LAKELASV | | | | | | |

Subdivision Name Subdivision Number

Assoc/Comm Features Desc (Check up to 8)

- | | | | | | | | |
|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|---------------------------------|
| <input type="checkbox"/> CLBHSE | <input type="checkbox"/> EXERCRM | <input type="checkbox"/> LAUNFAC | <input type="checkbox"/> PLAYGRD | <input type="checkbox"/> POOL | <input type="checkbox"/> SECSYS | <input type="checkbox"/> SEPRVPK | <input type="checkbox"/> SPA |
| <input type="checkbox"/> STORAGE | <input type="checkbox"/> TENNIS | <input type="checkbox"/> GUESTPK | <input type="checkbox"/> RACQUET | <input type="checkbox"/> RECROOM | <input type="checkbox"/> AGEREST | <input type="checkbox"/> CCRS | <input type="checkbox"/> COCLUB |
| <input type="checkbox"/> COMGOLF | <input type="checkbox"/> COMWALL | <input type="checkbox"/> JOGGING | <input type="checkbox"/> WTRSCAP | <input type="checkbox"/> SECRTY | <input type="checkbox"/> GATED | <input type="checkbox"/> GRDGATD | <input type="checkbox"/> PETS |
| <input type="checkbox"/> RENTNG | <input type="checkbox"/> RVREST | <input type="checkbox"/> ASSNFEE | <input type="checkbox"/> COMFACL | <input type="checkbox"/> PUD | <input type="checkbox"/> RETIRE | | |

Elem K-2 Elem 3-5 Yr Round Y N Junior High Sch Twnshp Rng Sect

FB Map Page FB Map Coord MM Page MM Coord

PROPERTY INFORMATION

Bldg Desc (Check up to 3, Required)

- | | | | | | |
|---------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|
| <input type="checkbox"/> 1STORY | <input type="checkbox"/> 2STORY | <input type="checkbox"/> 3STORY+ | <input type="checkbox"/> TRILEVL | <input type="checkbox"/> HIGHRIS | <input type="checkbox"/> MANUFCT |
| <input type="checkbox"/> MODULR | <input type="checkbox"/> ATTACHD | <input type="checkbox"/> DETACHD | <input type="checkbox"/> PATIOHM | <input type="checkbox"/> PENTHSE | <input type="checkbox"/> 1LEVEL |
| <input type="checkbox"/> 2LEVEL | <input type="checkbox"/> 1STFLR | <input type="checkbox"/> 2NDFLR | <input type="checkbox"/> 2ND+FLR | <input type="checkbox"/> LOFTLIV | <input type="checkbox"/> EFFICST |

Baths (Required)

FB 3/4 HB TOTAL SYSTEM GENERATED

MH Length MH Width Convert to Real Prop Y N LTD Lic # # Bedrooms # Den/Oth # Loft

Prop Desc (Check up to 4)

- | | | | | | | | | |
|---------------------------------|--------------------------------|----------------------------------|----------------------------------|----------------------------------|---------------------------------|---------------------------------|----------------------------------|--------------------------------|
| <input type="checkbox"/> CUSTOM | <input type="checkbox"/> FIXUP | <input type="checkbox"/> GUESTHS | <input type="checkbox"/> GUESTQT | <input type="checkbox"/> HANDCAP | <input type="checkbox"/> CASITA | <input type="checkbox"/> EXPAND | <input type="checkbox"/> PERMFOU | <input type="checkbox"/> MANUF |
|---------------------------------|--------------------------------|----------------------------------|----------------------------------|----------------------------------|---------------------------------|---------------------------------|----------------------------------|--------------------------------|

Garage Garage Desc (Check up to 4)

- | | | | | |
|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|
| <input type="checkbox"/> ATTACHD | <input type="checkbox"/> BRZWA | <input type="checkbox"/> EXTERDR | <input type="checkbox"/> GOLFC | <input type="checkbox"/> TANDEMY |
| <input type="checkbox"/> AUTODR | <input type="checkbox"/> DETACHD | <input type="checkbox"/> FINISHD | <input type="checkbox"/> RVGARG | <input type="checkbox"/> WORKSH |
| <input type="checkbox"/> ATICSTO | <input type="checkbox"/> ENTRYHS | <input type="checkbox"/> GARCOOL | <input type="checkbox"/> STORAGE | |

Garage Conv Y N Carport (Check 1)

Parking (Check up to 2)

- Desc VLETPRK NOSTPRK OPENPRK
 ASGNUNC ASGNIDR ASGNCOV

Appx. SqFt Lot SqFt # Acres +/-

Roof (Check up to 3, 1 Required)

- | | | | | | |
|---------------------------------|----------------------------------|--------------------------------|----------------------------------|---------------------------------|----------------------------------|
| <input type="checkbox"/> COMPOS | <input type="checkbox"/> MANSARD | <input type="checkbox"/> SHAKE | <input type="checkbox"/> TAR&GRA | <input type="checkbox"/> TROPIC | <input type="checkbox"/> ASPHALT |
| <input type="checkbox"/> FLAT | <input type="checkbox"/> PITCHED | <input type="checkbox"/> SLATE | <input type="checkbox"/> TILE | <input type="checkbox"/> METAL | <input type="checkbox"/> FOAMLKE |

Lot Descrip (Check up to 6, Required)

- | | | | |
|----------------------------------|----------------------------------|----------------------------------|----------------------------------|
| <input type="checkbox"/> CORNER | <input type="checkbox"/> CULDSAC | <input type="checkbox"/> MOUNTN | <input type="checkbox"/> RVBOAT |
| <input type="checkbox"/> SEPRVPK | <input type="checkbox"/> IRREG | <input type="checkbox"/> PAVEDRD | <input type="checkbox"/> ZERO |
| <input type="checkbox"/> LAKEFR | <input type="checkbox"/> GOLFN | <input type="checkbox"/> 2LOTS+ | <input type="checkbox"/> CHPSLD |
| <input type="checkbox"/> HORSES | <input type="checkbox"/> MH | <input type="checkbox"/> SUBDIV | <input type="checkbox"/> 1-5ACRE |
| <input type="checkbox"/> 1/4-1AC | <input type="checkbox"/> 1/4LESS | <input type="checkbox"/> 5ACRES+ | <input type="checkbox"/> UNPVD |
| <input type="checkbox"/> EXEASMT | | | |

Spa (Check 1, Required)

Y N

Spa Desc (Check up to 3)

- | | | |
|----------------------------------|----------------------------------|----------------------------------|
| <input type="checkbox"/> ABOVEGR | <input type="checkbox"/> FIBERGL | <input type="checkbox"/> INDOOR |
| <input type="checkbox"/> INGRND | <input type="checkbox"/> WTRFAL | <input type="checkbox"/> CERAMIC |
| <input type="checkbox"/> SWMSPA | <input type="checkbox"/> OUTDOOR | |

PvPool (Check 1, Required)

Y N

Pv Pool Desc (Check up to 3)

- | | | | |
|----------------------------------|----------------------------------|---------------------------------|----------------------------------|
| <input type="checkbox"/> AUTOCO | <input type="checkbox"/> FIBRGLS | <input type="checkbox"/> HEATED | <input type="checkbox"/> POOLSPA |
| <input type="checkbox"/> SEPFENC | <input type="checkbox"/> DISEDGE | <input type="checkbox"/> WTRFAL | <input type="checkbox"/> CERAM |
| <input type="checkbox"/> BEACH | <input type="checkbox"/> ABOVEGR | <input type="checkbox"/> INGRND | <input type="checkbox"/> INDOOR |
| <input type="checkbox"/> SOLCOV | | | |

PV Pool Length PV Pool Width

10/04

Seller(s) () () have read this page

PAGE 1 OF 4

PROPERTY INFORMATION

Dir: Directions to Property (Required)

Four empty text input boxes for directions to the property.

Remarks (Required): 320 Characters maximum (including spaces & punctuation) to specify any other information about this listing.

Four lines of text input boxes for remarks, labeled Line 1 through Line 4.

Agent to Agent Remarks: 300 Characters maximum (including spaces & punctuation) to specify any other information about this listing.

Four lines of text input boxes for agent to agent remarks, labeled Line 1 through Line 4.

Liv Dim: [] [X] [] Liv Desc (Check up to 4, Required)
List of checkboxes: BIBOOK, ENTFOY, FRONT, REAR, CATVLT, FORMAL, ENTCTR, SUNKEN

Fam Dim: [] [X] [] Fam Desc (Check up to 4)
List of checkboxes: 2FAM+, BIBOOK, SEPFAM, NONE, UPSTRS, DNSTRS, BOTHUD, WETBAR

Grt Rm (Check 1, Required) Grt Rm Dim [] [X] [] Grt Rm Decs (Check up to 2, Req)
List of checkboxes: CATVLT, ENTCTR, BIBOOK, WETBAR, NONE, DNSTRS, BOTHUD, UPSTRS

Din Dim: [] [X] [] Din Desc (Check up to 3, Required)
List of checkboxes: AREA, BRKFRM, FAMDIN, FORMAL, HUTCH, KITDIN, LIVDIN, BLTSHL

Kit Desc (Check up to 8, Required)
List of checkboxes: BRKBAR, ISLAND, WLKPAN, TILE, MRBSTN, MMW/L, CUSCAB, NOOK, BRICK, CONCRT, MEXCN, LAMCTP, GRDNWD, PANTRY, CARPET, HRDWOD, RECESS, TILCTP, SLDCTP, GRNCTP, MRBCTP, TRACK, VINYL

MBR Dim: [] [X] [] MBR Dim (Check up to 5, Required)
List of checkboxes: 2MBR, DRESRM, MIRRDR, SEPRAT, WICLOS, UPSTRS, CEILFN, MBRDWN, ENTMNT, SITRM, BLCONY, BOOKCS

Furnished Desc (Check 1, Required)
List of checkboxes: FULFURN, NONFULFURN, FURNPAR

MB Bath (Check up to 5, Required)
List of checkboxes: DBLSNK, SAUNA, SHOWER, STEAM, MAKEUP, TUBJET, TUBSHW, BATHTUB

Refrq (Req) Disp Inc (Req) Dishwasher Inc (Req) Washer Inc (Req) Dryer Inc (Req) Dryer Util (Req)
List of checkboxes: Y, N

2ndBd: [] [X] [] (Check up to 3)
List of checkboxes: CEILFN, MIRROR, TVCAB, WICLOS, BLTSHL, TELEJK, W/BATH

3rdBd: [] [X] [] (Check up to 3)
List of checkboxes: CEILFN, MIRROR, TVCAB, WICLOS, BLTSHL, TELEJK, W/BATH

4thBd: [] [X] [] (Check up to 3)
List of checkboxes: CEILFN, MIRROR, TVCAB, WICLOS, BLTSHL, TELEJK, W/BATH

5thBd: [] [X] [] (Check up to 3)
List of checkboxes: CEILFN, MIRROR, TVCAB, WICLOS, TELEJK, W/BATH

Bed Down (Check 1, Required) Bath Down (Check 1, Req)
List of checkboxes: Y, N

Bath Down Desc (Check 1, Req)
List of checkboxes: 1/2, F, 3/4

Construction Desc (Check up to 4, Required)
List of checkboxes: ALUMSID, BLKSTUC, BRICK, OTHER, BASEMNT, BLOCK, FRMSIDE, ROCKFR, BLKSIDE, BRICKFR, STUCSID, SLUMPFR, WOOD, WOODFR, FIBGLSD, FULLLAP, MASONSD, METALSD, FRMSTUC

W/D Location (Check up to 2, Req)
List of checkboxes: AREA, GARAGE, ROOM, NONE, LNDRY, 1STFLR, 2NDFLR

Oth Appliances / (Check up to 4, Required)

- CENTVAC WTCND/P WINFRDG
- MICROWV NONE WTCND/R
- WTCND/O WTRFLT

Oven Desc (Check up to 4, Required)

- DBLOVNE BLTINE STOVEE COKTOPE
- DBLOVNG BLTING STOVEG NONE
- CONVOVN WARMDR COKTOPG

Interior (Check up to 6, Required)

- ALARM/L BLINDS HANDICP SHUTTRS WINDWPRT
- ALARM/O CEILFN INTERCM SKYLIGHT
- ALARM/W DRAPES POTSHLV SUNRM
- ATRIUM DRYWAL PANEL WNDWCOV

Fireplace / (Check 1, Req.) **Fireplace Desc** (Check up to 4)

- Y N LPGAS WDBURN
- GAS FREESTD
- TWOWAY

Flooring (Check up to 4, 1 Required)

- BRICK CONCRET MEXTILE
- CARPET HRDWOOD MMW/L
- CERAMIC MARBLE VINYL

Fireplace Location (Check up to 3)

- FAMILY LIVING CRTPTO
- MBRBATH KTCHEN MASTER

Fence (Check 1, Required) / **Fence** (Check up to 4, Required)

- F P BLOCK CHAIN ELCGATE RVGATE SLUMPST BARBED VINYL
- FF N BRICK CONCRET STUCCO WOOD WRTIRON ALUMIN
- BF

Equest (Check up to 3, Required)

- ARENA PATHS STALLS
- HOTWLKR PASTURE NONE

Hse Faces (Check 1, Required) / (Check up to 3)

- N S CITYVW GOLFWV LAKEVW
- E W PRKGRN MOUNTVW STRPVW

Miscel (Check up to 2, Required)

- FLOODIN NONE HPP

Exterior (Check up to 8, Required)

- BALCONY BYARDAC CVPATIO DOGRUN CUSRAIL SECBAR PORCH GASSTUB CIRCDVR GREHSE
- BI-BBQ COURTYD DECK ENCLPAT PATIO SECUREN SKIRTING GRNDST RVHOKUP HANDCAP
- PRIVYRD PORTICO SHUTTERS NONE

Landscap (Check up to 8, 1 Required)

- SYNGRS DESERT FRUIT LAWNFR MATURE SHRUBS RERSPR NOLNFR FOUNTN
- BUDDRIP SIDSPR GARDEN LAWNRR ROCK FRNSPR WTRSCAP NOLNRR

Heating Desc (Check up to 2, Required)

- WALL 2UNITS+ CENTRAL
- NONE SOLAR WOODBRN

Heating Fuel (Check up to 2, Required)

- ELEC PROPANE WOOD
- GAS SOLAR

Water (Check 1, Required)

- COMWELL WELL
- PUBLIC

Cooling Desc (Check up to 3, Required)

- 2UNITS+ COMBO REFRIG NON
- CENTRAL EVAP WINDOW

Cooling Fuel (Check 1)

- ELEC LPG
- GAS

Ground (Check 1 Required) **Sewer** (Check 1, Required)

- Mounted** Y N PUBLIC SEPTIC

Util Desc (Check up to 4, Required)

- 220GAR CABLAVL SATDISH ABOVGRD NOPHONE
- ALLELEC GENERAT UNDGRND NOGAS NOELEC

Energy DESC (Check up to 4, Required)

- AWNINGS SOLRWTR TINWNDW LOWEWIN
- DUALPNE SOLSCRN TURBINE SOLRPAN

----- **FINANCIAL & LISTING OFFICE INFORMATION** -----

Assoc Fee Y N **Assoc Name** _____ **Assoc Ph** _____ - _____ - _____

(Required)

Mast Plan Fee **Assoc Fee 1 \$** _____ **Assoc Fee 1** M Q (Required if Y Assoc Fee N Exists) **Assoc Fee 2 \$** _____ **Assoc Fee 2** M Q (Required if Y Assoc Fee N Exists) **Assessment** (Check 1, Req.) Y N **Assessment Amt \$** _____

Assoc Fee Includes (Check up to 4) **SID/LID Bal** _____ **SID/LID Bal Annual Amt.** _____

- ELEVTR MGMT SEWER WATER
- GROUND REC COMTAX ALARM
- INSUR SECURT TRASH

Earnest Deposit _____ **Ann. Prpty Tax** _____ **Court App.** (Check 1 Required) Y N **Short Sale** (Check 1 Required) Y N

Foreclosure (Check 1 Required) Y N **Litig** (Check 1 Required) Y N

Finance Consid (Check up to 4, 1 Required)

- AITD CASH CONV VABCK FHA CONTRMH CONVM&L SUBELIG
- CNVRFHA CNOFSLE CNVRVA EXCH LSEOPT OWC CNVRCON VA

Rent \$ _____ **Poss** (Check 1, Required) AGRMT CRLSE COE IMMED ECD

L/Agent _____ **L/A Phone** _____ **REALTOR** Y N (Check 1, Required) **LockBox** B E M N (Check 1, Req.) Y N **VR** Y N **EX** Y N (Required)

Office _____ **Offc Phone** _____ **Co-op** _____ **Flat Fee** _____

Fax _____ **Email** _____

Resident _____ **Res Phone** _____ **OwnrLic** (Check 1, Required) N R Y

Virtual Tour 255 Characters maximum (including spaces & punctuation) to specify any other information about this listing.

Internet (Check 1, Required) Y N

Show (Check 1, Required)

- APPTLA KEYANY KEYCLA
- APPTEN APPTOWN KEYCALL

Show Additional (Check up to 3)

- ALARM PETS WARNDOG
- DAYSLPR RESTRICT

Occup (Check 1, Required)

- OWN VAC
- TEN

Power (Check 1, Required)

- OFF
- ON

List Date

MM DD YYYY

Exp Date

MM DD YYYY

Combob

Gate Code

Withdraw Date

MM DD YYYY

Photo (Check 1, Required)

- AGT PHOTO MLS PHOTO MULTIPL
- NO READY PHOTOGAT NO PHOTO

-----CONTINGENT / PENDING/ SOLD INFORMATION-----

Contr/Date

MM DD YYYY

EstClo/Date

MM DD YYYY

Buyers Aqt Public ID

Orig L. Price

Sold Terms (Check 1, Required)

- AITD EXCH PRIV
- CASH FHA VA
- CNOFSLE LSEOPT
- CONV OWC

ActClo/Date

MM DD YYYY

Buyers Broker

SYSTEM GENERATED

SYSTEM GENERATED

Sale Price \$

Sellers Contribution

Days on Market

Sp/Sq Ft \$

SYSTEM GENERATED

SYSTEM GENERATED

OwnrCarry \$

Prop Conditn (Check 1, Required)

- EXCL GOOD
- FAIR POOR

Days List to Close

SYSTEM GENERATED

GLVAR DEEMS INFORMATION RELIABLE BUT NOT GUARANTEED

OWNER'S SIGNATURE P J McGuire

OWNER'S SIGNATURE

DATE

AGENT'S SIGNATURE

BROKER'S INITIALS

GREATER LAS VEGAS ASSOCIATION OF REALTORS®

MOLD DISCLOSURE/WAIVER



Printed Name(s) of Seller(s): P J McGuire ,

Printed Name(s) of Buyer(s): _____

Property Address: 5101 Royer Ranch

Las Vegas , NV 89149

("The Property")

1. **NOTICE.** Fungal contaminants (molds) may exist in the Property of which the Seller is unaware. These contaminants generally grow in places where there is excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding. A professional home inspection may or may not disclose fungal contaminants.

2. **SELLER DISCLOSURE.** To the best of Seller's knowledge, the Property _____ (has) _____ (has not) had water damage. In the event the Property has had water damage, the water damage _____ (has) _____ (has not) been remedied. To the best of Seller's knowledge, the Property _____ (has) _____ (has not) had a mold problem. In the event the Property has had a mold problem, the mold problem ____ (has) ____ (has not) been remedied.

3. **BUYER'S DUTY TO INSPECT.** Buyer hereby assumes responsibility to conduct whatever inspections Buyer deems necessary to inspect the Property for mold contamination. Companies able to perform such inspections can be found in the yellow pages under "Environmental and Ecological Services."

4. **RELEASE OF LIABILITY.** Buyer agrees to rely solely on inspections conducted by Buyer and professionals retained by Buyer. Buyer hereby releases and discharges all agents and brokers involved in this transaction from any liability in conjunction with mold contamination of the Property. Furthermore, except for any express misrepresentations by Seller in paragraph 2, Buyer hereby releases and discharges Seller from any liability in conjunction with mold contamination of the Property. The Buyer makes the decision to purchase, independent of the real estate broker(s) involved in the transaction, and hereby agrees to hold Seller, and any brokers or licensees in this transaction harmless and to defend and indemnify them from any claim, demand, action or proceeding as a result of the presence or infestations of molds in or around the property.

5. **PROFESSIONAL ADVICE.** Seller and Buyer execute this Disclosure/Waiver with the understanding that they should consult with a professional of their choice regarding any questions or concerns before its execution.

Seller: P J McGuire Date: _____

Seller: _____ Date: _____

Buyer: _____ Date: _____

Buyer: _____ Date: _____

Revised 05/03



ADDENDUM TO LISTING AGREEMENT FOR COMMON INTEREST COMMUNITY PROPERTIES

Nevada Revised Statutes, Sections 116.4109 and 116.41095 require certain documents and certificate (collectively, the "resale package") to be made available to prospective purchasers of property within a Common Interest Community (the "Association"). The Seller of such property is required to make these documents available and the Homeowners Association or its managers must provide these documents upon request by property owners. The undersigned Seller agrees to obtain and provide to the listing agent these documents listed below for delivery to the Buyer or the Buyer's agent no later than ten (10) days from the date of the accepted purchase agreement.

- ◆ Declaration of Restrictions (CC&Rs)
- ◆ Association Bylaws
- ◆ Rules and Regulations of the Association
- ◆ Statement of monthly assessments for common expenses and any unpaid assessments (*Included in the certificate prepared by the Association*)
- ◆ Current operating budget
- ◆ Current financial statement of the Association, including a summary of the reserves study
- ◆ Statement showing any unsatisfied judgments or lawsuits against the Association (*Included in the certificate prepared by the Association*)
- ◆ Statement of the status of any pending legal action against the Association or relating to the Common Interest Community of which the Seller has actual knowledge (*Included in the certificate prepared by the Association*)

5101 Royer Ranch , Las Vegas , NV 89149

PROPERTY ADDRESS

Both Association & Seller are required to provide a separate disclosure of any known defects as may be required under NRS 40 relating to construction defects.

SELLER	DATE	SELLER	DATE
P J McGuire			

TO: _____ Homeowners Association.

Dear Association: I am in the process of selling my property at the above noted address. Per NRS 116, please provide all of the above listed documents and certificate. I understand that I may be charged a reasonable fee for the production of copies. I am requesting the documents per the date of my signature below. I understand that the law allows you up to ten (10) days to deliver the documents to me. Please call me with any questions.

HOMEOWNER	DATE	PHONE NO.
P J McGuire		

Please deliver the documents to: _____ (Name)
at: _____ (Address)

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

Lead Warning Statement

Every purchaser or 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).

(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).

(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.

(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) _____ 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.

_____ Seller P J McGuire	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE

This form does not constitute a contract for services nor an agreement to pay compensation.

In Nevada, a real estate licensee is required to provide a form setting forth the duties owed by the licensee to:

- a) Each party for whom the licensee is acting as an agent in the real estate transaction, and
- b) Each unrepresented party to the real estate transaction, if any.

Licensee: The licensee in the real estate transaction is _____
 whose license number is _____. The licensee is acting for [client's name(s)] _____
 _____ who is/are the Seller/Landlord; Buyer/Tenant.

Broker: The broker is _____, whose
 company is _____.

Licensee's Duties Owed to All Parties:

A Nevada real estate licensee shall:

1. Not deal with any party to a real estate transaction in a manner which is deceitful, fraudulent or dishonest.
2. Exercise reasonable skill and care with respect to all parties to the real estate transaction.
3. Disclose to each party to the real estate transaction as soon as practicable:
 - a. Any material and relevant facts, data or information which licensee knows, or with reasonable care and diligence the licensee should know, about the property.
 - b. Each source from which licensee will receive compensation.
4. Abide by all other duties, responsibilities and obligations required of the licensee in law or regulations.

Licensee's Duties Owed to the Client:

A Nevada real estate licensee shall:

1. Exercise reasonable skill and care to carry out the terms of the brokerage agreement and the licensee's duties in the brokerage agreement.
2. Not disclose, except to the licensee's broker, confidential information relating to a client for 1 year after the revocation or termination of the brokerage agreement, unless licensee is required to do so by court order or the client gives written permission.
3. Promote the interest of the client by:
 - a. Seeking a sale, lease or property at the price and terms stated in the brokerage agreement or at a price acceptable to the client.
 - b. Presenting all offers made to, or by the client as soon as practicable.
 - c. Disclosing to the client material facts of which the licensee has knowledge concerning the real estate transaction.
 - d. Advising the client to obtain advice from an expert relating to matters which are beyond the expertise of the licensee.
 - e. Accounting to the client for all money and property the licensee receives in which the client may have an interest.

Duties Owed By a broker who assigns different licensees affiliated with the brokerage to separate parties.

Each licensee shall not disclose, except to the real estate broker, confidential information relating to client.

Licensee Acting for Both Parties: You understand that the licensee _____ may *or* _____ may not, in the future act
(Client Init) (Client Init)
 for two or more parties who have interests adverse to each other. In acting for these parties, the licensee has a conflict of interest. Before a licensee may act for two or more parties, the licensee must give you a "Consent to Act" form to sign.

I/We acknowledge receipt of a copy of this list of licensee duties, and have read and understand this disclosure.					
_____ <i>Seller/Landlord</i> P J McGuire	_____ <i>Date</i>	_____ <i>Time</i>	_____ <i>Buyer/Tenant</i>	_____ <i>Date</i>	_____ <i>Time</i>
_____ <i>Seller/Landlord</i>	_____ <i>Date</i>	_____ <i>Time</i>	_____ <i>Buyer/Tenant</i>	_____ <i>Date</i>	_____ <i>Time</i>

GREATER LAS VEGAS ASSOCIATION OF REALTORS®

MULTIPLE LISTING SERVICE

Exclusive Authorization and Right to Sell, Exchange or Lease Brokerage Listing Agreement



THE PRINTED PORTION OF THIS AGREEMENT HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OR THE TAX CONSEQUENCES THEREOF. FOR LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.

1. EXCLUSIVE RIGHT TO SELL: I/We, P J McGuire, REALTY EXECUTIVES (hereinafter referred to as "Seller") hereby employs and grants (Company Name)

"Broker") the exclusive and irrevocable right, commencing on October 2, 2007, and expiring on April 30, 2008, to sell, lease or exchange the Real Property located in the City of Las Vegas, Nevada, APN #: 125-33-303-019 commonly known as: 5101 Royer Ranch (hereinafter referred to as "The Property").

2. TERMS OF SALE: The listing price shall be \$ 609,900.00, terms available: Cash [x] CONV [x] FHA [] Lease [] VA [] Lease Option [] Owner Will Carry [] Other []

3. PERSONAL PROPERTY: The following items of Personal Property are included in the above price and shall be conveyed unencumbered in escrow by a valid bill of sale:

4. MULTIPLE LISTING SERVICE (MLS): Broker is a participant of THE GREATER LAS VEGAS ASSOCIATION OF REALTORS® (GLVAR) Multiple Listing Service, and the listing information will be provided to the MLS to be published and disseminated to its Participants and Subscribers in accordance with its Rules and Regulations.

5. TITLE INSURANCE: Seller agrees to provide Buyer with a policy of title insurance in the amount of the selling price.

6. COMPENSATION TO BROKER: Seller agrees to pay Broker as compensation for services 5.500 % of selling price of the Property or \$ amount. If leased % of the total rental agreed to be paid by lessee or \$. The amount or rate of real estate commission is not set by law; it is determined by each Broker individually and may be negotiated between Seller and Broker.

Compensation shall be due:

- a. if the Property is sold or leased by Broker, or through any other person including Seller, on the above terms or any other price and terms acceptable to Seller during the above time period or any extension of said time period;
b. if the Property is transferred, conveyed, leased, rented, or made unmarketable by a voluntary act of Seller without the consent of Broker, during the time period or any extension of said time period.
c. if within 180 calendar days of the final termination, including extensions, of this Agreement, the Property is sold, conveyed, or otherwise transferred to anyone with whom the Broker has had negotiations or to whom the Property was shown prior to the final termination.

In the event of an exchange, permission is hereby given to the Broker to represent such parties as Broker may deem appropriate and collect compensation from them provided that there is full disclosure to all parties. If completion of sale is prevented by default of Seller, or the refusal of Seller to accept an offer in accordance with the price and terms of this Agreement, then upon event, Broker is authorized to take any action reasonably necessary to collect said commission.

7. DEPOSIT: Broker is authorized to accept on Seller's behalf a deposit to be applied toward purchase price or lease.

8. AGENCY RELATIONSHIP:

- a. Broker shall act as the agent of the Seller and may also assign or designate a licensee of the Broker who shall act as the representative of the Seller in any resulting transaction.
b. Depending upon the circumstances, it may be necessary or appropriate for the assigned or designated licensee to act as agent for both Seller and Buyer, exchange parties, or one or more additional parties.
c. Broker may also have licensees in its company who are agents of the Buyer who may show and negotiate an offer to purchase Seller's Property.

9. SELLER'S REAL PROPERTY DISCLOSURE STATEMENT: Unless exempt under NRS chapter 113, Seller shall truthfully complete and sign a Seller's Real Property Disclosure Statement concerning the condition of the Property.

10. SELLER'S INDEMNIFICATION: Seller agrees to save, defend, and hold Broker harmless from all claims, disputes, litigation, and/or judgments arising from any incorrect information supplied by Seller or from any material facts which Seller fails to disclose.

By Initialing below, Seller acknowledges that they have read, understood, and agreed to each and every provision of this page.

Sellers Initials

[] []

11. **FAIR HOUSING:** Broker shall offer the Property for sale or lease without regard to race, color, sex, creed, religion, national origin, handicap, or familial status in compliance with federal, state, and local anti-discrimination laws.

12. **LEAD-BASED PAINT:** Seller shall complete the Disclosure of Information on Lead-Based Paint Hazards if the property was built prior to 1978 in accordance with Federal Regulations.

13. **SIGN:** Seller authorizes Broker to install a FOR SALE/LEASE sign on the Property.

14. **KEYBOX:** Seller [] (does) [] (does not) authorize Broker to install a keybox in connection with the showing of the Property. Seller acknowledges that they have been advised that:

- a. the purpose and function of the keybox is to permit access to the interior of the Property by all members of the Multiple Listing Service (MLS) of the GLVAR;
- b. Seller should safeguard Personal Property and valuables located within the Property;
- c. it is not a requirement of the GLVAR's MLS for a Seller to allow the use of a keybox;
- d. where a tenant/lessee occupies the Property, the tenant/lessee's consent is also required;
- e. neither the listing nor selling Broker nor the GLVAR is an insurer against the loss of Personal Property. Seller hereby releases Broker and the GLVAR from any responsibility relating to the keybox.

15. **TAX WITHHOLDING:** Seller agrees to perform any act reasonably necessary to carry out the provisions of FIRPTA (Internal Revenue Code 1445).

16. **MEDIATION/ARBITRATION:** The Broker and Seller hereby agree that any dispute concerning the terms and conditions of this contract shall be resolved through mediation and arbitration proceedings at the GLVAR in accordance with the standards of practice of the National Association of REALTORS®. If a lawsuit is filed by either party, that lawsuit shall be stayed until the dispute is resolved or terminated in accordance with this paragraph.

17. **ATTORNEYS FEES:** In the event suit is brought by either party to enforce this Agreement, the prevailing party is entitled to court costs and reasonable attorneys fees.

18. **ADVERTISING:** Seller acknowledges that a photo of the Property may be taken by an authorized representative for publication in the MLS computer system. Seller agrees that the Property may be advertised in all formats of media including but not limited to electronic and print advertising.

19. **ADDITIONAL TERMS:** Reax Transaction/Cancellation Fee \$595

20. **NEVADA LAW APPLIES:** This Agreement is executed and intended to be performed in the State of Nevada, and the laws of Nevada shall govern its interpretation and effect. The parties agree that the State of Nevada, and the county in which the Property is located, is the appropriate judicial forum for any litigation, arbitration or mediation related to this Agreement.

21. **ENTIRE CONTRACT:** All prior negotiations and agreements between the parties are incorporated in this Agreement, which constitutes the entire contract. Its terms are intended by the parties as a final, complete, and exclusive expression of their agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement and any supplement, addendum, or modification, including any photocopy or facsimile, may be executed in two or more counterparts, all of which shall constitute one and the same writing. The terms of this Agreement may not be amended, modified or altered except through a written agreement signed by all of the parties hereto.

22. **PARTIAL INVALIDITY:** In the event that any provision of this Agreement shall be held to be invalid or unenforceable, such ruling shall not affect the validity or enforceability of the remainder of the Agreement in any respect whatsoever.

23. **WARRANTY OF OWNERSHIP:** Seller warrants that Seller is the sole Owner of the Property or has the authority to execute this Agreement. By signing below Seller acknowledges that Seller has read and understands this Agreement, agrees to the terms thereof, and has received a copy.

SELLER:

Date _____, _____ Telephone _____ FAX _____ E-Mail _____

Seller _____ Address _____

P J McGuire

Seller _____ City _____ State _____ Zip _____

BROKER:

Date October 2, 2007 Telephone (702)251-8463 FAX (702)365-5138 E-Mail: JAVIER@CLOCKTIE.COM

Company REALTY EXECUTIVES Address 1903 S JONES BLVD #100

Broker's Signature _____ City LAS VEGAS State NV Zip 89146

JEFF MOORE

Designated Licensee _____

JAVIER MENDEZ



WHAT EVERYONE SHOULD KNOW ABOUT EQUAL OPPORTUNITY IN HOUSING



The sale and purchase of a home is one of the most significant events that any person will experience in their lifetime. It is more than the simple purchase of housing, for it includes the hopes, dreams, aspirations, and economic destiny of those involved.

THE LAW - Civil Rights Act of 1866

The Civil Rights Act 1866 prohibits all racial discrimination in the sale or rental of property.

Fair Housing Act

The Fair Housing Act declares a national policy of fair housing throughout the United States. The law makes illegal any discrimination in the sale, lease or rental of housing, or making housing otherwise unavailable, because of race, color, religion, sex, handicap, familial status, or national origin.

Americans with Disabilities Act

Title III of the Americans with Disabilities Act prohibits discrimination against the disabled in places of public accommodations and commercial facilities.

Equal Credit Opportunity Act

The Equal Credit Opportunity Act makes discrimination unlawful with respect to any aspect of a credit application on the basis of race, color, religion, national origin, sex, marital status, age or because all or part of the applicant's income derives from any public assistance program.

State and Local Laws

State and Local laws often provide broader coverage and prohibit discrimination based on additional classes not covered by federal law.

THE RESPONSIBILITIES

The home seller, the home seeker, and the real estate professional all have rights and responsibilities under the law.

For the Home Seller

You should know that as a home seller or landlord you have a responsibility and a requirement under the law not to discriminate in the sale, rental and financing of property on the basis of race, color, religion, sex, handicap, familial status, or national origin. You cannot instruct the licensed broker or salesperson acting as your agent to convey for you any limitations in the sale or rental, because the real estate professional is also bound by law not to discriminate. Under the law, a home seller or landlord cannot establish discriminatory terms or conditions in the purchase or rental, deny that housing is available or advertise that the property is available only to persons of a certain race, color, religion, sex, handicap, familial status, or national origin.

For the Home Seeker

You have the right to expect that housing will be available to you without discrimination or other limitation based on race, color, religion, sex, handicap, familial status, or national origin.

This includes the right to expect:

- housing in your price range made available to you without discrimination
- equal professional service
- the opportunity to consider a broad range of housing choices
- no discriminatory limitations on communities or locations of housing
- no discrimination in the financing, appraising or insuring of housing
- reasonable accommodations in rules, practices and procedures for persons with disabilities
- non-discriminatory terms and conditions for the sale, rental, financing, or insuring of a dwelling
- to be free from harassment or intimidation for exercising your fair housing rights.

For the Real Estate Professional

As a home seller or home seeker, you should know that the term REALTOR® identifies a licensed professional in real estate who is a member of the NATIONAL ASSOCIATION OF REALTORS®. Not all licensed real estate brokers and salespersons are members of the National Association, and only those who are can identify themselves as REALTOR®. They conduct their business and activities in accordance with a strict Code of Ethics. As agents in a real estate transaction, licensed brokers or salespersons are prohibited by law from discriminating on the basis of race, color, religion, sex, handicap, familial status, or national origin. A request from the home seller or landlord to act in a discriminatory manner in the sale, lease or rental cannot legally be fulfilled by the real estate professional.

DEED AND PROPERTY COVENANTS OR RESTRICTIONS OF RECORD

During the history of our country, some persons have placed restrictions on property based on race, color, religion, sex, handicap, familial status, or national origin. Generally, these restrictions are void and unenforceable, with limited exceptions for particular types of religious housing and housing for older persons. The publication of these void restriction may convey a message that the restrictions continue to be valid. Any time a sales associate or broker is asked to provide a copy of the covenants or restrictions of record relating to the use of a property the following message should be included:

These documents may contain restrictions or covenants based on race, color, religion, sex, handicap, familial status, or national origin. Such restrictions or covenants generally are void and unenforceable as violations of fair housing laws.

Be assured that all property is marketed and made available without discrimination based on race, color, religion, sex, handicap, familial status, or national origin. Should you have any questions regarding such restrictions, please contact your attorney.

THE EQUAL OPPORTUNITY PROGRAM

The NATIONAL ASSOCIATION OF REALTORS® has developed a Fair Housing Program to provide resources and guidance to REALTORS® in ensuring equal professional services for all people.

The Code of Ethics

Article 10 of the NATIONAL ASSOCIATION OF REALTORS® Code of Ethics requires that "REALTORS® shall not deny equal professional services to any person for reasons of race, color, religion, sex, handicap, familial status, or national origin. REALTORS® shall not be a party to any plan or agreement to discriminate against a person or persons on the basis of race, color, religion, sex, handicap, familial status, or national origin."

A REALTOR® pledges to conduct business in keeping with the spirit and letter of the Code of Ethics. Article 10 imposes obligations upon REALTORS® and is also a firm statement of support for equal opportunity in housing

Fair Housing Partnership

The Fair Housing Partnership negotiated with the U.S. Department of Housing and Urban Development (HUD) outlines a program of voluntary compliance. REALTORS® voluntarily participate in activities and program to acquaint the community with the available of equal housing opportunity, to establish office procedures to ensure that there is no denial of equal professional service, to make materials available which will explain this commitment, and to work with other groups within the community to identify and remove barriers to fair housing.

FURTHER ASSISTANCE

Local Boards of REALTORS® will accept complaints alleging violations of the Code of Ethics filed by a homeseeker who alleges discriminatory treatment in the availability, purchase or rental of housing. Local Boards of REALTORS® have a responsibility to enforce the Code of Ethics through professional standards procedures and corrective action in cases where a violation of the Code of Ethics is proven to have occurred.

Complaints alleging discrimination in housing may be filed with the nearest office of the Department of Housing and Urban Development (HUD), or by calling HUD's Discrimination Hotline at 1-800-669-9777, 1-800-290-1617 (TTY). For information and publications on fair housing, call HUD's Fair Housing Information Clearinghouse at 1-800-343-3442.

GREATER LAS VEGAS ASSOCIATION OF REALTORS®

Multiple Listing Service Listing Transfer Form



The undersigned, being the owner of property described as:

ADDRESS/DESCRIPTION 5101 Royer Ranch
Las Vegas , NV 89149

MLS# _____ MLS AREA 405 PROPERTY TYPE SFR

CURRENT LISTING PRICE \$ 609,900.00 Listing Agent Public ID # 011570
hereby requests and authorizes the following transfer which is to be made a part of the original listing contract.

Owner(s) Signature P J McGuire / _____ Date

The agreement to make this transfer and the receipt of a copy of this authorization is hereby acknowledged by the following:

Transfer From:

Transfer to:

Company Name

KELLER WILLIAMS

Company Name

Address

Address

City, State, Zip Code

City, State, Zip Code

RELEASING BROKER SIGNATURE DATE

ACCEPTING BROKER SIGNATURE DATE

AGENT SIGNATURE DATE

AGENT SIGNATURE DATE

NOTE:

THIS FORM DOES NOT CONSTITUTE A VALID TRANSFER ORDER UNLESS SIGNED AND DATED BY THE OWNER, THE RELEASING BROKER AND THE ACCEPTING BROKER.

REVISED APRIL 00

DUTIES OWED BY A NEVADA LICENSEE

IMPACT FEES

SRPD'S

CONSTRUCTION DEFECTS

LEAD-BASED PAINT

OPEN RANGE

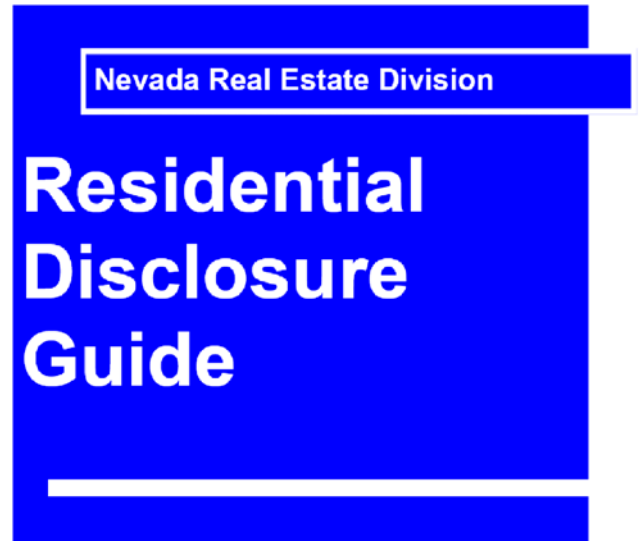
SEPTIC SYSTEMS

UNDERGROUND TANKS

RADON

ENVIRONMENTAL ISSUES

SPECIAL IMPROVEMENTS



A few things you should know before buying or selling a home in Nevada.



State of Nevada
Department of Business & Industry
Real Estate Division

INTRODUCTION

The Department of Business and Industry—Nevada Real Estate Division has developed this booklet to increase consumer awareness and understanding of disclosures that may be required during the sale or purchase of a residential property in the State of Nevada.

In almost every real estate transaction, some form of written disclosure is required. For example, real estate licensees must disclose if they are related to a party in the transaction or affiliated with the lender involved in approving the loan for that particular transaction. Sellers, for instance, are responsible for disclosing material facts, data and other information relating to the property they are attempting to sell. And buyers, in some cases, must disclose if they are choosing to waive their 10-day opportunity to conduct a risk assessment of lead hazards.

These are only a few examples of what must be disclosed during a real estate transaction. While it is impossible to outline which disclosures are needed in every situation (as each real estate transaction is unique), this booklet contains discussions on the most commonly-required state, federal and local disclosures.

References to real estate licensees and the sale of residential properties in this booklet apply only to the state of Nevada. This guide, however, does not specifically address vacant land or commercial properties.

We hope that you will find this booklet helpful and that it becomes a valuable resource during your real estate transaction.

This booklet is state-issued and may not be modified or altered in any way. Copies may be reproduced as needed. This booklet has also been produced in Microsoft Word format and may be downloaded and printed from our website at www.red.state.nv.us/forms/622.pdf

<p>LAS VEGAS OFFICE</p> <p>2501 East Sahara Avenue, Ste. 101 Phone: (702) 486-4033 Fax: (702) 486-4275</p>	<p>CARSON CITY OFFICE</p> <p>788 Fairview Drive, Ste. 200 Phone: (775) 687-4280 Fax: (775) 687-4868</p>
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TABLE OF CONTENTS

SECTION I - STATE DISCLOSURES

COMMON-INTEREST COMMUNITIES.....	4
CONSENT TO ACT.....	5
CONSTRUCTION DEFECTS.....	5
DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE.....	6
IMPACT FEES.....	7
LIEN FOR DEFERRED TAXES.....	7
MANUFACTURED HOUSING— USED MANUFACTURED/MOBILE HOMES.....	8
MANUFACTURED HOUSING— MANUFACTURED HOME PARKS.....	9
RANGE LAND DISCLOSURE.....	9
SELLER’S REAL PROPERTY DISCLOSURE.....	10
WATER & SEWER RATES.....	10

SECTION II - FEDERAL DISCLOSURES

LEAD-BASED PAINT.....	11
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SECTION III - LOCAL/MISCELLANEOUS DISCLOSURES

AIRPORT NOISE.....	12
BUILDING & ZONING CODES.....	12
ENVIRONMENTAL HAZARDS.....	12
HOME INSPECTIONS.....	12
GAMING (NEW CONSTRUCTION ONLY).....	13
LICENSEE DISCLOSURES.....	13
ROAD MAINTENANCE DISTRICT.....	13
SOIL REPORT (NEW CONSTRUCTION ONLY).....	13
CONTACT INFORMATION.....	14
ACKNOWLEDGEMENT OF RECEIPT.....	15

Section I – State Disclosures

COMMON-INTEREST COMMUNITIES**Purpose of Disclosure**

The purpose of this disclosure is to make the buyer aware of all rights, obligations and other aspects related to owning a unit within a common-interest community (also known as a homeowner's association).

Who must provide the disclosure?

The seller must provide an information statement with the sale of any unit belonging to a common-interest community. The statement is entitled "*BEFORE YOU PURCHASE PROPERTY IN A COMMON-INTEREST COMMUNITY DID YOU KNOW...*"

When is it due?

The statement must be delivered to the buyer not later than the date the offer becomes binding on the purchaser.

Additional Information

In addition to the information statement, the seller must provide the prospective buyer with a **resale package** which includes the following: declarations, bylaws, rules and regulations, monthly assessments, unpaid assessments of any kind, current operating budget, financial statement, reserve summary, unsatisfied judgments, and status of any pending legal actions.

The resale package must be delivered as soon as practicable or before conveyance of the unit.

If the property is a new unit in a common-interest community or if the community is subject to any developmental rights, or contains converted buildings or contains units which may be in a time share, or is registered with the Securities and Exchange Commission, the buyer must also be provided with a **Public Offering Statement** disclosing applicable information, including: development rights of contractors, construction schedule, description of proposed improvements, mechanical & electrical installations, initial or special fees and number & identity of units in timeshare.

Unless the buyer has personally inspected the unit, the buyer may cancel the contract to purchase, by written notice, until midnight of the fifth calendar day following the date of execution of the contract. This provision must be stated in the contract.

For more information on Common Interest Communities:

Form: [Before You Purchase Property in a Common-Interest Community Did You Know...](#)

Website: <http://red.state.nv.us/forms/584.pdf>

NRS: [116.401](#) – [116.41095](#)

CONSENT TO ACT

Purpose of Disclosure

The purpose of this form is for the licensee to obtain the written consent to act for more than one party in a transaction.

Who must provide the disclosure?

The licensee must provide the "Consent to Act" form to all parties in the transaction if he seeks to act for more than one party.

When is it due?

If a licensee makes such a disclosure, the consent must be obtained from all parties before the licensee may continue to act in his capacity as an agent.

Additional Information

The written consent must include:

- A description of the real estate transaction;
- A statement that the licensee is acting for two or more parties to the transaction and that, in acting for these parties, the licensee has a conflict of interest;
- A statement that the licensee will not disclose any confidential information for 1 year after the revocation or termination of any brokerage agreement entered into with a party to the transaction, unless he is required to do so per court order or he is given written permission by that party;
- A statement that a party is not required to consent to the licensee acting on his behalf;
- A statement that the party is giving his consent without coercion and understands the terms of the consent given.

For more information on Consent to Act:

Form: [Consent to Act](#)

Website: <http://red.state.nv.us/forms/524.pdf>

NRS: [645.254](#)

CONSTRUCTION DEFECTS

Purpose of Disclosure

The purpose of this disclosure is to make the buyer aware of any construction defects in the property.

Who must provide the disclosure?

If there is a construction defect, the contractor must disclose this information in understandable language that is underlined and in bold-faced type with capital letters.

If the property is or has been the subject of a construction defect claim or lawsuit, the seller must provide the following information to the prospective buyer:

- copies of all notices given to contractor
- expert opinions obtained by claimant
- terms of settlement or order of judgment
- detailed report of all repairs

When is it due?

Construction defects must be disclosed to the buyer before purchase of the residence. If the property is or has been the subject of a defect claim or lawsuit, the information must be disclosed 30 days before close of escrow, or if escrow is less than 30 days, then immediately upon signing. If a claim is made while in escrow, the disclosure must be made within 24 hours of complaint.

Additional Information

If the property is located within a common-interest community and is the subject of a defect claim or lawsuit, this information must be disclosed in the buyer's resale package (see page 4).

For more information on Construction Defects:
NRS: [40.640](#), [40.688](#)

DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE

Purpose of Disclosure

The purpose of this form is to make the buyer or seller aware of obligations owed by a real estate licensee to all parties involved in the transaction.

Who must provide the disclosure?

A licensee who acts as an agent in a real estate transaction must disclose to each party in the transaction all duties owed to the parties and the licensee's relationship as an agent to each party in the transaction.

When is it due?

The "Duties Owed By a Nevada Real Estate Licensee" form must be presented to the client before any documents are signed by the client.

Additional Information

A licensee who has entered into a brokerage agreement to represent a client in a real estate transaction:

1. Shall exercise skill and care to carry out the terms of the brokerage agreement;
2. Shall not disclose confidential information relating to a client unless he is required to do so pursuant to a court order or given written permission to do so by the client; and
3. Shall promote the interests of his client by:

- (a) Seeking a sale, lease or property at terms acceptable to the client.
- (b) Presenting all offers as soon as is practicable.
- (c) Disclosing to the client material facts of which the licensee has knowledge concerning the transaction.
- (d) Advising the client to obtain advice from an expert relating to matters which are beyond the licensee's expertise.
- (e) Accounting for all money and property he receives in which the client may have an interest as soon as is practicable.

For more information on Duties Owed By a Nevada Real Estate Licensee:

Form: Duties Owed By a Nevada Real Estate Licensee

Website: <http://red.state.nv.us/forms/525.pdf>

NRS: [645.252-645.254](#)

IMPACT FEES

Purpose of Disclosure

The seller of any property must give notice of impact fees that may be imposed upon the buyer.

An impact fee is a charge imposed by a local government on new development (i.e., the construction, reconstruction, redevelopment, conversion, alteration, relocation or enlargement of any structure which increases the number of service units) to finance some of the costs attributable to the new development.

Who must provide the disclosure?

A seller who has been made aware of the impact fee must give written notice to the buyer, including the amount of the impact fee and the name of the local government imposing the fee.

When is it due?

The notice must be provided to the buyer before the property is conveyed.

Additional Information

If the seller fails to give notice, the seller is liable to the buyer for the amount of the impact fee.

For more information on Impact Fees:

NRS: [278B.320](#)

LIEN FOR DEFERRED TAXES

Purpose of Disclosure

If there are deferred taxes that have not been paid at the time the property is sold or transferred, the buyer must be notified in writing that there is a lien for deferred taxes on the property.

Who must provide the disclosure?

The seller must notify the buyer of the lien.

When is it due?

The lien must be disclosed at the time the property is sold or transferred.

Additional Information

The owner of the property on the date the deferred taxes become due is liable for the deferred taxes.

For more information on Lien for Deferred Taxes:
NRS: [361A.290](#)

MANUFACTURED HOUSING USED MANUFACTURED/MOBILE HOMES

Purpose of Disclosure

The purpose of this disclosure is to make the buyer aware that a used manufactured or mobile home that has not been converted to real property is personal property and subject to personal property taxes.

Who must provide the disclosure?

The real estate licensee shall provide the form to the purchaser as soon as practicable, but before title is transferred.

Additional Information

This disclosure also informs the purchaser that title will not pass unless the county assessor's endorsement is placed on the face of the title, verifying that taxes have been paid in full.

The disclosure also instructs the consumer to submit certain documents to Nevada's Manufactured Housing Division within 45 days after the sale is complete and before a certificate of ownership will be issued.

For more information on Manufactured Housing:
Form: [Used Manufactured/Mobile Home Disclosure \(http://www.red.state.nv.us/forms/610.PDF\)](http://www.red.state.nv.us/forms/610.PDF)
Website: [Manufactured Housing Division \(http://mhd.state.nv.us/\)](http://mhd.state.nv.us/)
NRS: [645.258](#) , [489.521](#) , [489.531](#) , [489.541](#)

MANUFACTURED HOUSING MANUFACTURED HOME PARKS

Purpose of Disclosure

The purpose of this disclosure is to make the buyer aware that he may be subject to approval by the landlord of the manufactured home park if the manufactured or mobile home will remain in the park.

Who must provide the disclosure?

If the landlord requires approval of a prospective buyer and tenant, the landlord must post a sign that is clearly readable at the entrance to the park which advises consumers that before a manufactured home in the park is sold, the buyer and tenant must be approved by the landlord.

Additional Information

If the property will remain in the manufactured home park, make sure you have a lease agreement with the park manager and that you know the park's rules and regulations.

Remember: The seller or a manufactured home dealer cannot promise that you'll be accepted as a tenant in a particular manufactured home park. You must apply for the lease yourself and should do so before finalizing the purchase of your home. The landlord must approve or deny a completed application from a prospective buyer and tenant within 10 days after the date the application is submitted.

For more information on Manufactured Home Parks:

Form: [Manufactured Housing Division—Placing or Buying Your Home in a Rental Community](#)

Website: <http://mhd.state.nv.us/landlord.htm>

NRS: [118B.170](#)

RANGE LAND DISCLOSURE

Purpose of Disclosure

The purpose of the "Range Land Disclosure" form is to make the buyer aware of the possibility of roaming livestock on property near an open range.

Who must provide the disclosure?

If the property is adjacent to open range, the seller must disclose, in writing, information regarding grazing on the open range. (Open range is all unenclosed land outside cities or towns.)

When is it due?

The disclosure must be provided to the buyer before the sales agreement is signed.

Additional Information

The disclosure also identifies fencing requirements and warning about harming livestock.

The law requires that the seller retain a copy of the disclosure document that has been signed by the purchaser acknowledging receipt of the original document.

For more information on Range Land Disclosure:

Form: [Range Land Disclosure](#)

Website: <http://red.state.nv.us/forms/551.pdf>

NRS: [113.065](#)

SELLER'S REAL PROPERTY DISCLOSURE

Purpose of Disclosure

The purpose of this disclosure form is to make the buyer aware of the overall condition of the property before it is transferred. This disclosure is not a guarantee nor does it take the place of an inspection. This form is not required for new home sales.

Who must provide the disclosure?

The seller must complete the "Seller's Real Property Disclosure" form, detailing the condition of the property, known defects, and any other aspects of the property that may affect its use or value.

When is it due?

The disclosure must be delivered to the buyer at least 10 days prior to conveyance of the property.

Additional Information

The content of the disclosure is based on what the seller is aware of at the time. If, after completion of the disclosure form, the seller discovers a new defect or notices that a previously disclosed condition has worsened, the seller must inform the purchaser, in writing, as soon as practicable after discovery of the condition, or before conveyance of the property.

The buyer may waive this form, in writing, or rescind the sales agreement for non-disclosure.

For more information on Seller's Real Property Disclosure:

Form: Seller's Real Property Disclosure

Website: <http://www.red.state.nv.us/forms/547.PDF>

NRS: [113.130](#) ; [113.140](#) ; [113.150](#)

WATER & SEWER RATES

Purpose of Disclosure

The purpose of this disclosure is to inform the buyer of a previously unsold home about public utility rates when service is for more than 25 but fewer than 2,000 customers.

Who must provide the disclosure?

The seller must post a notice, which shows the current or projected rates, in a conspicuous place on the property.

When is it due?

The notice must be posted and a copy provided to the buyer before the home is sold.

Additional Information

The notice must contain the name, address and telephone number of the public utility and the Division of Consumer Complaint Resolution of the Public Utilities Commission of Nevada.

For more information on Water & Sewer Rates:

NRS: [113.060](#)

Section II – Federal Disclosures**LEAD-BASED PAINT****Purpose of Disclosure**

The purpose of the lead-based paint disclosure is to make the buyer aware that the residential property (if built prior to 1978) may present exposure to lead.

Who must provide the disclosure?

Federal law requires that the seller disclose any known presence of lead-based paint hazards and provide the buyer with the EPA disclosure booklet, "Protect Your Family From Lead in Your Home," along with any other available records and/or reports.

When is it due?

The disclosure is on a federally prescribed form and must be made as a condition of the sale before conveyance of the property.

Additional Information

On the disclosure form, the buyer must acknowledge receipt of the EPA disclosure booklet and copies of lead reports, if available. Additionally, the buyer will receive a 10-day opportunity to conduct a risk assessment or may choose to waive this opportunity.

For more information on Lead-Based Paint:

Form: [Disclosure of Information on Lead-Based Paint](http://www.hud.gov/offices/lead/1018/selr_eng.pdf) (http://www.hud.gov/offices/lead/1018/selr_eng.pdf)

Website: [Environmental Protection Agency \(Lead\)](http://www.epa.gov/lead) (<http://www.epa.gov/lead>)

Phone: National Lead Information Center 1-800-424-LEAD

Section III – Local/Miscellaneous Disclosures

Depending upon the type of transaction, the following disclosures may also be required from a buyer, seller or licensee:

⇒ AIRPORT NOISE

Buyers should investigate the impact of airport flight paths and the noise levels at different times of the day over that property.

For more information on airport noise, visit

[McCarran Airport Noise Study](http://www.mccarrannoisestudy.com/) (<http://www.mccarrannoisestudy.com/>) OR

[Reno Airport Noise](http://renoairport.com/about_the_airport/airport_noise.php) (http://renoairport.com/about_the_airport/airport_noise.php)

⇒ BUILDING & ZONING CODES

The purpose of this disclosure is to inform the buyer of transportation beltways and/or planned or anticipated land use within proximity of the subject property of which the seller has knowledge.

For more information on building and zoning codes, contact your local jurisdiction.

⇒ ENVIRONMENTAL HAZARDS

Although the seller is required to disclose the presence of environmental hazards, a statement that the seller is not aware of a defect or hazard does not mean that it does not exist. **It is the buyer's responsibility to be informed and take additional steps to further investigate.** Some potential hazards that may be found in Nevada include:

- Radon (www.epa.gov/radon)
- Floods (<http://www.epa.gov/ebtpages/emernaturaldisastefloods.html>)
- Methamphetamine Labs ([NRS 40.770 & 489.776](#))
- Wood-Burning Devices (<http://www.epa.gov/iaq/pubs/combust.html>)
- Underground Storage Tanks (<http://www.epa.gov/ebtpages/industoragetanksundergroundstoragetanks.html>)
- Well & Septic Systems (<http://www.epa.gov/ebtpages/wategroundwaterwells.html>)
- Contaminated Soils (<http://www.epa.gov/ebtpages/pollsoilcontaminants.html>)
- Groundwater (www.epa.gov/safewater/protect/citguide.html)

For more information on environmental hazards, visit www.epa.gov.

⇒ HOME INSPECTIONS

When obtaining an FHA-insured loan, this disclosure informs the buyer about the limits of the Federal Housing Administration appraisal inspection and suggests the buyer obtain a home inspection to evaluate the physical condition of the property prior to purchase. The form is entitled, "For Your Protection: Get a Home Inspection."

For more information on FHA home inspections, visit www.epa.gov.

⇒ GAMING (New Construction Only)

If there is a gaming district near the property, the seller must disclose information which includes a copy of the most recent gaming enterprise district map, the location of the nearest gaming enterprise district, and notice that the map is subject to change. This disclosure is required for Nevada counties with population over 400,000.

The information must be provided at least 24 hours before the seller signs the sales agreement. The buyer may waive the 24-hour period.

For more information, see [NRS 113.080](#)

⇒ LICENSEE DISCLOSURES

In addition to the “Duties Owed by a Nevada Real Estate Licensee” and the “Consent to Act” forms (see pages 4 & 6), a real estate licensee is required to disclose information such as his relationship to one or more parties in the transaction and/or having a personal interest in the property.

For more information regarding duties and disclosures owed by a licensee, see [NRS 645.252-645.254](#), [NAC 645.637](#) and [NAC 645.640](#).

⇒ ROAD MAINTENANCE DISTRICT

The sale of residential property within a road maintenance district is prohibited unless the seller provides notice to the purchaser, including the amount of assessments for the last two years.

For more information, see [NRS 320.130](#).

⇒ SOIL REPORT (New Construction Only)

If the property has not been occupied by the buyer more than 120 days before completion, the seller must give notice of any soil report prepared for the property or for the subdivision in which the property is located.

The seller must provide such notice upon signing the sales agreement.

Upon receiving the notice, the buyer must submit a written request within 5 days for a copy of the actual report. The seller must provide a free report to the buyer within 5 days of receiving such request.

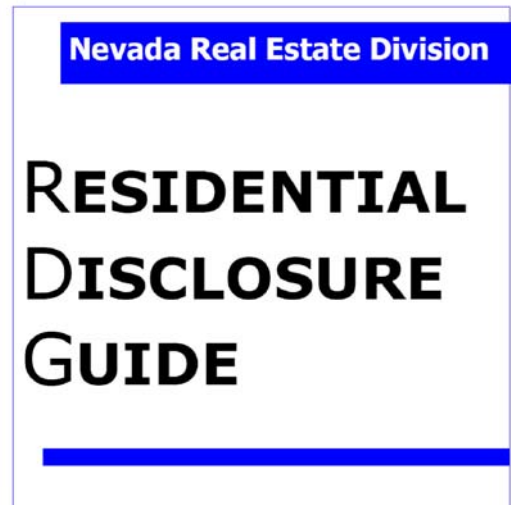
Upon receiving the soil report, the buyer has 20 days to rescind the sales agreement. This rescission right may be waived, in writing, by the buyer.

For more information, see [NRS 113.135](#).

CONTACT INFORMATION

<p>Nevada Real Estate Division (LV) 2501 East Sahara, Suite 101 Las Vegas, NV 89104 Phone: (702) 486-4033 Fax: (702) 486-4275 Email: realest@red.state.nv.us Website: www.red.state.nv.us</p>	<p>Nevada Real Estate Division (CC) 788 Fairview Drive, Suite 200 Carson City, NV 89701 Phone: (775) 687-4280 Fax: (775) 687-4868 Email: realest@red.state.nv.us Website: www.red.state.nv.us</p>
<p>Manufactured Housing Division (LV) 2501 East Sahara, Suite 204 Las Vegas, NV 89104 Phone: (702) 486-4135 Fax: (702) 486-4309 Email: nmhd@mhd.state.nv.us Website: http://mhd.state.nv.us</p>	<p>Manufactured Housing Division (CC) 901 South Stewart, Suite 1003 Las Vegas, NV 89701 Phone: (775) 684-2920 Fax: (775) 684-2923 Email: nmhd@mhd.state.nv.us Website: http://mhd.state.nv.us</p>
<p>Ombudsman Office (Common-interest Communities) 2501 East Sahara, Suite 202 Las Vegas, NV 89104 Phone: (702) 486-4480 Toll Free: (877) 829-9907 Fax: (702) 486-5137 Email: CICOmbudsman@red.state.nv.us Website: www.red.state.nv.us/CIC_ombuds.htm</p>	<p>U.S. Environmental Protection Agency Ariel Rios Building 1200 Pennsylvania Avenue, N.W. Washington, DC 20460 Phone: (202) 272-0167 Website: www.epa.gov</p>
<p>National Lead Information Center 8601 Georgia Avenue, Suite 503 Silver Spring, MD 20910 Phone: (800) 424-LEAD Fax: (301) 585-7976 Email: hotline.lead@epa.gov Website: www.epa.gov/lead</p>	<p>Department of Health and Human Services- Centers for Disease Control & Prevention 1600 Clifton Road Atlanta, GA 30333 Phone: (404) 639-3311 Public Inquiries: (800) 311-3435 Website: www.cdc.gov</p>
<p>McCarran Airport Noise Study Email: info@mccarrannoisestudy.com Website: www.mccarrannoisestudy.com</p>	<p>Reno Airport Noise Email: noise.abatement@renoairport.com Website: http://renoairport.com/about_the_airport/airport_noise.php</p>

Acknowledgement of Receipt



I/We acknowledge that I/we have received a copy of the Residential Disclosure Guide.

BUYER/SELLER

BUYER/SELLER

DATE _____



State of Nevada
Department of Business & Industry
Real Estate Division

SELLER'S REAL PROPERTY DISCLOSURE FORM

In accordance with Nevada Law, a seller of residential real property in Nevada must disclose any and all known conditions and aspects of the property which materially affect the value or use of residential property in an adverse manner (*see NRS 113.130 and 113.140*).

Date _____

Do you currently occupy or have you ever occupied this property?

YES NO

Property

address 5101 Royer Ranch , Las Vegas , NV 89149

Check here if the Seller is exempt from the completion of this form pursuant to NRS 113.130(2).

Purpose of Statement: (1) This statement is a disclosure of the condition of the property in compliance with the Seller Real Property Disclosure Act, effective January 1, 1996. (2) This statement is a disclosure of the condition and information concerning the property known by the Seller which materially affects the value of the property. 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 substitute for any inspections or warranties the Buyer may wish to obtain.

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 N/A (NOT APPLICABLE). EFFECTIVE JANUARY 1, 1996, FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE THE PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT AND SEEK OTHER REMEDIES AS PROVIDED BY THE LAW (*see NRS 113.150*).

Systems / Appliances: Are you aware of any problems and/or defects with any of the following:

	<u>YES</u>	<u>NO</u>	<u>N/A</u>		<u>YES</u>	<u>NO</u>	<u>N/A</u>
Electrical System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Shower(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plumbing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sink(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sewer System & line	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sauna / hot tub(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Septic tank & leach field	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Built-in microwave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Well & pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Range / oven / hood-fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Yard sprinkler system(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fountain(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Garbage disposal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Heating system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trash compactor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cooling system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Solar heating system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Alarm system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fireplace & chimney	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	owned .. <input type="checkbox"/> leased .. <input type="checkbox"/>			
Wood burning system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Smoke detector	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Garage door opener	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Intercom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water treatment system(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Data Communication line(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
owned .. <input type="checkbox"/> leased .. <input type="checkbox"/>				Satellite dish(es)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water heater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	owned .. <input type="checkbox"/> leased .. <input type="checkbox"/>			
Toilet(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bathtub(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

EXPLANATIONS: Any "Yes" must be fully explained. Attach explanations to form.

Seller(s) Initials

Buyer(s) Initials

Property conditions, improvements and additional information:

YES NO N/A

Are you **aware** of any of the following?:

1. Structure:

- (a) Previous or current moisture conditions and/or water damage? YES NO
- (b) Any structural defect? YES NO
- (c) Any construction, modification, alterations, or repairs made without required state, city or county building permits? YES NO
- (d) Whether the property is or has been the subject of a claim governed by NRS 40.600 to 40.695 (construction defect claims)? YES NO
(If seller answers yes, FURTHER DISCLOSURE IS REQUIRED)

2. Land / Foundation:

- (a) Any of the improvements being located on unstable or expansive soil? YES NO
- (b) Any foundation sliding, settling, movement, upheaval, or earth stability problems that have occurred on the property? YES NO
- (c) Any drainage, flooding, water seepage, or high water table? YES NO
- (d) The property being located in a designated flood plain? YES NO
- (e) Whether the property is located next to or near any known future development? YES NO
- (f) Any encroachments, easements, zoning violations or nonconforming uses? YES NO
- (g) Is the property adjacent to "open range" land? YES NO
(If seller answers yes, FURTHER DISCLOSURE IS REQUIRED under NRS 113.065)

3. Roof: Any problems with the roof? YES NO

4. Pool/spa: Any problems with structure, wall, liner, or equipment? YES NO N/A

5. Infestation: Any history of infestation (termites, carpenter ants, etc.)? YES NO

6. Environmental: Any substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, radon gas, urea formaldehyde, fuel or chemical storage tanks, contaminated water or soil on the property? YES NO

7. Fungi / Mold: Any previous or current fungus or mold? YES NO

8. Any features of the property shared in common with adjoining landowners such as walls, fences, road, driveways or other features whose use or responsibility for maintenance may have an effect on the property? YES NO

9. Common Interest Communities: Any "common areas" (facilities like pools, tennis courts, walkways or other areas co-owned with others) or a homeowner association which has any authority over the property? YES NO

(a) Common Interest Community Declaration and Bylaws available? YES NO

(b) Any periodic or recurring association fees? YES NO

(c) Any unpaid assessments, fines or liens, and any warnings or notices that may give rise to an assessment, fine or lien? YES NO

(d) Any litigation, arbitration, or mediation related to property or common area? YES NO

(e) Any assessments associated with the property (excluding property taxes)? YES NO

(f) Any construction, modification, alterations, or repairs made without required approval from the appropriate Common Interest Community board or committee? YES NO

10. Any problems with water quality or water supply? YES NO

11. Any other conditions or aspects of the property which materially affect its value or use in an adverse manner? YES NO

12. Lead-Based Paint: Was the property constructed on or before 12/31/77? YES NO
(If yes, additional Federal EPA notification and disclosure documents are required)

13. Water source: Municipal Community Well Domestic Well Other
If Community Well: State Engineer Well Permit # _____ Revocable Permanent Cancelled

Use of community and domestic wells may be subject to change. Contact the Nevada Division of Water Resources for more information regarding the future use of this well.

14. Wastewater disposal: Municipal Sewer Septic System Other

EXPLANATIONS: Any "Yes" must be fully explained. Attach explanations to form.

Seller(s) Initials

Buyer(s) Initials

Buyers and sellers of residential property are advised to seek the advice of an attorney concerning their rights and obligations as set forth in Chapter 113 of the Nevada Revised Statutes regarding the seller's obligation to execute the Nevada Real Estate Division's approved "Seller's Real Property Disclosure Form". For your convenience, Chapter 113 of the Nevada Revised Statutes provides as follows:

CONDITION OF RESIDENTIAL PROPERTY OFFERED FOR SALE

NRS 113.100 Definitions. As used in NRS 113.100 to 113.150, inclusive, unless the context otherwise requires:

1. "Defect" means a condition that materially affects the value or use of residential property in an adverse manner.
2. "Disclosure form" means a form that complies with the regulations adopted pursuant to NRS 113.120.
3. " Dwelling unit" means any building, structure or portion thereof which is occupied as, or designed or intended for occupancy as, a residence by one person who maintains a household or by two or more persons who maintain a common household.
4. "Residential property" means any land in this state to which is affixed not less than one nor more than four dwelling units.
5. "Seller" means a person who sells or intends to sell any residential property.

(Added to NRS by 1995, 842; A 1999, 1446)

NRS 113.110 Conditions required for "conveyance of property" and to complete service of document. For the purposes of NRS 113.100 to 113.150, inclusive:

1. A "conveyance of property" occurs:
 - (a) Upon the closure of any escrow opened for the conveyance; or
 - (b) If an escrow has not been opened for the conveyance, when the purchaser of the property receives the deed of conveyance.
2. Service of a document is complete:
 - (a) Upon personal delivery of the document to the person being served; or
 - (b) Three days after the document is mailed, postage prepaid, to the person being served at his last known address.

(Added to NRS by 1995, 844)

NRS 113.120 Regulations prescribing format and contents of form for disclosing condition of property. The Real Estate Division of the Department of Business and Industry shall adopt regulations prescribing the format and contents of a form for disclosing the condition of residential property offered for sale. The regulations must ensure that the form:

1. Provides for an evaluation of the condition of any electrical, heating, cooling, plumbing and sewer systems on the property, and of the condition of any other aspects of the property which affect its use or value, and allows the seller of the property to indicate whether or not each of those systems and other aspects of the property has a defect of which the seller is aware.

2. Provides notice:

- (a) Of the provisions of NRS 113.140 and subsection 5 of NRS 113.150.
- (b) That the disclosures set forth in the form are made by the seller and not by his agent.
- (c) That the seller's agent, and the agent of the purchaser or potential purchaser of the residential property, may reveal the completed form and its contents to any purchaser or potential purchaser of the residential property.

(Added to NRS by 1995, 842)

NRS 113.130 Completion and service of disclosure form before conveyance of property; discovery or worsening of defect after service of form; exceptions; waiver.

1. Except as otherwise provided in subsections 2 and 3:

- (a) At least 10 days before residential property is conveyed to a purchaser:
 - (1) The seller shall complete a disclosure form regarding the residential property; and
 - (2) The seller or his agent shall serve the purchaser or his agent with the completed disclosure form.

(b) If, after service of the completed disclosure form but before conveyance of the property to the purchaser, a seller or his agent discovers a new defect in the residential property that was not identified on the completed disclosure form or discovers that a defect identified on the completed disclosure form has become worse than was indicated on the form, the seller or his agent shall inform the purchaser or his agent of that fact, in writing, as soon as practicable after the discovery of that fact but in no event later than the conveyance of the property to the purchaser. If the seller does not agree to repair or replace the defect, the purchaser may:

- (1) Rescind the agreement to purchase the property; or
- (2) Close escrow and accept the property with the defect as revealed by the seller or his agent without further recourse.

2. Subsection 1 does not apply to a sale or intended sale of residential property:

- (a) By foreclosure pursuant to chapter 107 of NRS.
- (b) Between any co-owners of the property, spouses or persons related within the third degree of consanguinity.
- (c) Which is the first sale of a residence that was constructed by a licensed contractor.
- (d) By a person who takes temporary possession or control of or title to the property solely to facilitate the sale of the property on behalf of a person who relocates to another county, state or country before title to the property is transferred to a purchaser.

3. A purchaser of residential property may waive any of the requirements of subsection 1. Any such waiver is effective only if it is made in a written document that is signed by the purchaser and notarized.

4. If a sale or intended sale of residential property is exempted from the requirements of subsection 1 pursuant to paragraph (a) of subsection 2, the trustee and the beneficiary of the deed of trust shall, not later than at the time of the conveyance of the property to the purchaser of the residential property, provide written notice to the purchaser of any defects in the property of which the trustee or beneficiary, respectively, is aware.

(Added to NRS by 1995, 842; A 1997, 349; 2003, 1339; 2005, 598)

Seller(s) Initials

Buyer(s) Initials

NRS 113.135 Certain sellers to provide copies of certain provisions of NRS and give notice of certain soil reports; initial purchaser entitled to rescind sales agreement in certain circumstances; waiver of right to rescind.

1. Upon signing a sales agreement with the initial purchaser of residential property that was not occupied by the purchaser for more than 120 days after substantial completion of the construction of the residential property, the seller shall:
 - (a) Provide to the initial purchaser a copy of NRS 11.202 to 11.206, inclusive, and 40.600 to 40.695, inclusive;
 - (b) Notify the initial purchaser of any soil report prepared for the residential property or for the subdivision in which the residential property is located; and
 - (c) If requested in writing by the initial purchaser not later than 5 days after signing the sales agreement, provide to the purchaser without cost each report described in paragraph (b) not later than 5 days after the seller receives the written request.
2. Not later than 20 days after receipt of all reports pursuant to paragraph (c) of subsection 1, the initial purchaser may rescind the sales agreement.
3. The initial purchaser may waive his right to rescind the sales agreement pursuant to subsection 2. Such a waiver is effective only if it is made in a written document that is signed by the purchaser.
(Added to NRS by 1999, 1446)

NRS 113.140 Disclosure of unknown defect not required; form does not constitute warranty; duty of buyer and prospective buyer to exercise reasonable care.

1. NRS 113.130 does not require a seller to disclose a defect in residential property of which he is not aware.
2. A completed disclosure form does not constitute an express or implied warranty regarding any condition of residential property.
3. Neither this chapter nor chapter 645 of NRS relieves a buyer or prospective buyer of the duty to exercise reasonable care to protect himself.
(Added to NRS by 1995, 843; A 2001, 2896)

NRS 113.150 Remedies for seller's delayed disclosure or nondisclosure of defects in property; waiver.

1. If a seller or his agent fails to serve a completed disclosure form in accordance with the requirements of NRS 113.130, the purchaser may, at any time before the conveyance of the property to the purchaser, rescind the agreement to purchase the property without any penalties.
2. If, before the conveyance of the property to the purchaser, a seller or his agent informs the purchaser or his agent, through the disclosure form or another written notice, of a defect in the property of which the cost of repair or replacement was not limited by provisions in the agreement to purchase the property, the purchaser may:
 - (a) Rescind the agreement to purchase the property at any time before the conveyance of the property to the purchaser; or
 - (b) Close escrow and accept the property with the defect as revealed by the seller or his agent without further recourse.
3. Rescission of an agreement pursuant to subsection 2 is effective only if made in writing, notarized and served not later than 4 working days after the date on which the purchaser is informed of the defect:
 - (a) On the holder of any escrow opened for the conveyance; or
 - (b) If an escrow has not been opened for the conveyance, on the seller or his agent.
4. Except as otherwise provided in subsection 5, if a seller conveys residential property to a purchaser without complying with the requirements of NRS 113.130 or otherwise providing the purchaser or his agent with written notice of all defects in the property of which the seller is aware, and there is a defect in the property of which the seller was aware before the property was conveyed to the purchaser and of which the cost of repair or replacement was not limited by provisions in the agreement to purchase the property, the purchaser is entitled to recover from the seller treble the amount necessary to repair or replace the defective part of the property, together with court costs and reasonable attorney's fees. An action to enforce the provisions of this subsection must be commenced not later than 1 year after the purchaser discovers or reasonably should have discovered the defect or 2 years after the conveyance of the property to the purchaser, whichever occurs later.
5. A purchaser may not recover damages from a seller pursuant to subsection 4 on the basis of an error or omission in the disclosure form that was caused by the seller's reliance upon information provided to the seller by:
 - (a) An officer or employee of this state or any political subdivision of this state in the ordinary course of his duties; or
 - (b) A contractor, engineer, land surveyor, certified inspector as defined in NRS 645D.040 or pesticide applicator, who was authorized to practice that profession in this state at the time the information was provided.
6. A purchaser of residential property may waive any of his rights under this section. Any such waiver is effective only if it is made in a written document that is signed by the purchaser and notarized.
(Added to NRS by 1995, 843; A 1997, 350, 1797)

The above information provided on pages one (1) and two (2) of this disclosure form is true and correct to the best of seller's knowledge as of the date set forth on page one (1). **SELLER HAS DUTY TO DISCLOSE TO BUYER AS NEW DEFECTS ARE DISCOVERED AND/OR KNOWN DEFECTS BECOME WORSE (See NRS 113.130(1)(b)).**

Seller(s): _____ **P J McGuire** Date: _____

Seller(s): _____ Date: _____

BUYER MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY AND ITS ENVIRONMENTAL STATUS. Buyer(s) has/have read and acknowledge(s) receipt of a copy of this Seller's Real Property Disclosure Form and copy of NRS Chapter 113.100-150, inclusive, attached hereto as pages three (3) and four (4).

Buyer(s): _____ Date: _____

Buyer(s): _____ Date: _____