

PRE-INSPECTION AGREEMENT

CY & Associates, LLC
1309 Moreau Dr
Jefferson City, Mo. 65101
(573) 645-8352

Property Address: 2445 Country Club Dr Jefferson City, Mo. 65109

Client(s): Patricia Truax

Inspection Date/Time: 07/22/19

Attendance: **Buyer – Buyers Agent** – Seller – Listing Agent – Tenant

Other: _____

Please read and sign this Pre-Inspection Agreement, which becomes part of the final report. This document explains the Scope of the Inspection, Limits of the Inspection, General Exclusions, Terms and Conditions, Limitations of Liability, and an Arbitration Agreement. You may call us for an explanation of this agreement or any aspect of the report that you do not fully understand.

SCOPE OF INSPECTION

The purpose of the inspection is to report the general condition of the home and identify and disclose major defects and deficiencies of the inspected systems and components which existed at the time of the inspection and which are evident to the inspector upon ordinary visual observation. Minor and cosmetic defects may be listed in the report for maintenance purposes but it is not the intent, nor will the inspection report identify and list all minor and cosmetic defects. The report contains technical information. If you choose not to consult with the Inspector, this Inspection Company cannot be held liable for your understanding or misunderstanding of the inspection report's contents.

The inspection is intended to evaluate systems and components of the primary premises. Included with the inspection is the evaluation of primary attached garages / carports / decks / porches / patios. The inspection does not include evaluation of detached garages / carports / patios / decks or other structures unless explicitly specified.

The client is encouraged to accompany the inspector during the inspection. Client participation shall be at the client's risk for personal injury or damage to person or property for any reason or from any cause. The inspection and report are performed and prepared for the sole, confidential and exclusive use and possession of the client(s). The inspection report is not transferable. Systems and components to be inspected include exposed and visible foundations and structures, exteriors, roofing, plumbing, electrical, attic, interiors, bathrooms and kitchen, basement and crawlspaces, heating and central air conditioning, and garage or carport.

LIMITS OF THE INSPECTION

The inspection is limited to the readily accessible and visible systems, equipment and components of the home. The inspector will not dismantle and/or move equipment, systems, furniture, appliances, floor coverings, finished or fastened surfaces or components, personal property or other items to conduct this inspection or otherwise to expose concealed or inaccessible conditions. The inspection will not include destructive testing of any kind.

Any area which is not exposed to view is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, unsafe conditions or any other thing is not included in this inspection. The inspection does not include any destructive testing or dismantling. Client agrees to assume all the risk for all conditions which are concealed from view, or excluded, at the time of inspection. Client acknowledges what is being contracted for is a building inspection and not an environmental evaluation. The inspection is not intended to detect, identify or disclose any health or environmental concerns regarding the building(s) and/or adjacent property, including, but not limited to, the presence of asbestos, radon, lead, urea-formaldehyde, fungi, mold, mildew, animals, bio-organic growth, PCBs, or any other toxic materials or substances contained in the water, air, soils, or building materials or products.

Whether or not they are concealed, the following ARE OUTSIDE THE SCOPE OF THIS INSPECTION:

- Building code or zoning ordinance violations or compliance with current code requirements.
- Geological stability or soils conditions.
- Structural stability or engineering analysis
- Termites, pests or other wood destroying organisms and related damage.
- Asbestos, mold, fungi, bio-organic growth, radon, formaldehyde, lead, water or air quality, electromagnetic radiation or any other environmental hazards.
- Building value appraisal or repair cost estimates and/or methods.
- Condition of detached buildings.
- Pools or spas bodies and underground piping.
- Specific components noted as being excluded on the individual system inspection forms.
- Private water or private sewage systems.
- Saunas, hot tubs, steam baths, and their related fixtures and equipment.
- Radio-controlled devices, automatic gates, elevators, lifts, dumbwaiters and thermostatic or time clock controls.
- Water softener / purifier systems or solar heating systems.
- Furnace heat exchangers, freestanding appliances, security alarms, low-voltage signal systems (such as phone and cable television) or personal property.
- Adequacy, strength of efficiency of any system or component and causes of any deficiencies.
- Prediction of life expectancy of any item, future conditions or operating costs.
- Building permits and identification of modifications / additions.
- Inside of any piping or any underground piping or components, including, but not limited to, Underground Storage Tanks, water / wastewater piping, vent piping, dryer vent piping, etc.
- Advisability of purchase of the property.

- Acoustical properties of the building or any perceived noise conditions.
- Effectiveness of any system installed or methods utilized to control or remove suspected hazardous substances.
- The detection, identification, disclosure, or reporting on the presence of "Chinese Drywall" products or potential environmental concerns or hazards arising out of the existence of these products.

(Some of the above items may be included in this inspection for additional fees – check with the Inspector)

CONDOMINIUM DISCLAIMER.

For condominium inspections, we do not inspect, or report on the condition of the Site and Grounds, Exterior and Structure, Roof, or components beyond the unit, which are typically the responsibility of the homeowners' association.

You acknowledge and agree that this Inspection and the inspection report and findings are limited in nature and scope, and that the following are outside the scope of the inspection, therefore they cannot be accurately assessed by the inspector during a limited inspection: appliances, Ancillary electrical systems (including: TV cable systems and antennas, intercom systems, lightning protection systems, playground equipment, swimming pools, hot tubs/spas, free standing heating stoves, humidifiers, air purifiers, solar systems, water softeners and filters, wells, septic systems, flues, chimneys, outside wood burning heaters, latent defects, adequacy of system designs, zoning or building code compliance, heating cables, fire escapes, elevator components and shafts, air-quality analysis, concealed wiring, door opening and doorbell systems, fire alarm systems, security systems, telephone systems). Basic operational testing of built-in kitchen appliances is performed (dishwasher / oven / range / microwave / garbage disposal). No determination beyond basic operation is made regarding the performance or service life of appliances.

THE INSPECTION AND REPORT ARE NOT A GUARANTEE OR WARRANTY that the items inspected are defect-free, or that concealed defects do not or will not exist. Problems may exist even though signs of such may not be present during the inspection. No representation is made as to how long any equipment will continue to function.

TERMS AND CONDITIONS:

A. The Client recognizes that this report is solely for the benefit of the Client and that any person or party designated by the Client to receive information in this report shall be subject to the TERMS AND CONDITIONS contained herein. Such designation shall be provided in writing to the inspector.

B. The client agrees that any claim arising in connection with this agreement shall be made in writing to the Company at the address above by certified mail, return receipt requested within 10 days after discovering any problem.

C. The client agrees to allow the inspection company to re-inspect before changing the condition of the problem, except in an emergency. Failure to allow the inspection company the opportunity to re-inspect, as required above, shall constitute a waiver of any and all claims client may have against the Company.

D. The Client agrees that, to the extent allowed by law, any damages or breach of this contract or report are limited to the amount of the inspection fee only. Furthermore, the Client agrees to pay all attorney fees should the Client pursue a civil action against the Company, and fail to prevail.

E. The Client agrees that this agreement represents the entire agreement between the parties. No oral agreements, understandings or representations shall change, modify or amend any part of this agreement. No change or modification shall be enforceable against any party unless such changes or modifications are in writing and signed by the parties and supported by valid consideration.

F. The Client agrees that this is not an Engineering Report or a Code Inspection Report and that the inspector is not acting as an engineer or code inspector.

LIMITATION OF LIABILITY AND ARBITRATION AGREEMENT:

It is understood and agreed that CY & Associates is not an insurer and that the inspection and report are not to be intended or construed as a guarantee or warranty of the adequacy, performance or condition of any structure, item or system at the property address. The Client hereby releases and exempts the Company and its agents and employees of and from all liability and responsibility for the cost of repairing or replacing any unreported defect or deficiency and for any consequential damage, property damage, or personal injury of any nature.

Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from, or related to, this contract or arising out of, from or related to the inspection or inspection report shall be submitted to final and binding arbitration under the rules of the state. The decision of the Arbitrator appointed thereunder shall be final and binding judgment on the Award that may be entered in any Court of competent jurisdiction.

INSPECTION FEE: \$ 300.00

ACKNOWLEDGEMENT:

I, the undersigned, have carefully read the preceding Inspection Agreement and Description and fully understand and agree with the limitations, exclusions and terms described.

Client Signature: Patricia K. Truax Date 07/22/2019

Agent for Client Signature: _____

Closing Date 8/16/19 Closing Location Midwest Title

Phone 828-606-2682 Email pktruax@gmail.com

2445 COUNTRY CLUB DR. JEFFERSON CITY



\$309,900

Luxury awaits in this 3 bedroom, 3 bathroom condo in Jefferson City's sought-after subdivision, Hatting Place! Gorgeous finishes abound: you'll notice crown molding, entry columns, granite countertops, hardwood floors, and french doors throughout the home. On the main level, a spacious living room leads to a comfortable sunroom & balcony. Around the corner, the master bedroom has its own full bath suite & walk-in closet. A second main level guest room/office has access to another full bath. The kitchen is exquisite and offers granite, tons of counter/cabinet space, a breakfast bar, a gorgeous speciality window above the sink, a pantry, and an adjoining formal dining room. The lower level offers a rec room, wet bar, fireplace, bonus/hobby room, storage, and a 3rd bedroom + full bathroom.

We're glad you came!

McMichaelRealty.net

(573) 896-9991



**The Kristina, Scott &
Henry McMichael Team**



Single Family Active
MLS# 10056289

2445 COUNTRY CLUB DRIVE, Jefferson City, MO 65109

\$309,900

County: Cole

Agent Detail Report



Style:	Condo/Attached House	Transaction Type:	Sale
Bedrooms:	3	Area:	3 - West of Hwy 54 and S of Missouri River
Total Baths (F H):	3 (3 0)	Subdivision:	Hatting Place
SqFt - Appx Total:	2,946	Elem School:	Belair
Finish:		Middle School:	Thomas Jefferson
Above Grade SqFt:	1,746	High School:	Capital City High School
SqFt Source:	County Records	In City Limits:	Yes
Approx Year Built:	2004	Approx Acres:	0
Total Garage:	2	Approx Lot Size:	0 Lot Line
# of Main Garage:	2	Lot Size Source:	County Records
		APN:	

	Lower	Main	Upper
Bedrooms	1	2	0
Full Baths	1	2	0
Half Baths	0	0	0
Finished SqFt	1,200	1,746	0

Gas Company:	Ameren UE	Taxes:	\$2,785.02
Average Monthly Utilities:	\$155	Tax Year:	2018
Water Company:	Missouri American Water	Association Fee:	300
Water Source:	Public	Association Fee Frequency:	Quarterly
Electric Company:	Ameren UE	Above Grade SqFt:	1,746
Sewer System:	Public Sewer	Fireplace:	Yes
Patio:	Yes, Concrete 24x12	Fireplace Description:	Gas - Serv. Annually
Deck:	Yes, Balcony 11x12		
Builder:	Dave Burks Custom Homes		

Room Name	Room Level	Dimensions	Flooring	Window Covering	Comments
Laundry Hookups/Room	Main	4'2x14'5	Tile	None	
Living Room	Main	23'11x13'5	Carpet	None	
4 Seasons Room	Main	11'3x11'3	Carpet	None	
Kitchen	Main	13'6x21'2	Wood	None	
Dining Room	Main	Combo	Wood	None	
Master Bedroom	Main	13'11x14'8	Carpet	None	
Bedroom 2	Main	14'9x13'1	Carpet	None	
Bedroom 3	Lower	13'9x14'7	Carpet	None	
Bonus Room	Lower	16'3x18'5	Tile	None	
Other	Lower	23'4x6'1	Tile	None	
Family Room	Lower	28'8x22'7	Carpet	None	

Basement Access: Walk Out

Exterior: Brick

Cooling: Central

Basement Details: Full

Heating: FANG

Appliances: Dishwasher; Disposal; Hood; Microwave; Refrigerator; Stove

Misc Features: Bar with Sink; Formal Dining Room; Master Bath; Pantry; Walk-In Closet(s); Wood Floors

Owner Name: Lee R. Keith & Donna D. Keith

Occupant: Owner

Purchaser Exclusions: No

Restrictions: Yes

Possession: Close of Escrow

Variable Rate Commission: No

Sub Agency: 0%

Listing Agreement: Exclusive Right To Sell

Transaction Broker: 3%

Listing Conditions: Standard

Buyer Agency: 3%

Commission is based on: Sales Price

Selling Terms: Cash; Conventional; FHA; Government; VA Loan

Showing Instructions: Occupied; Sentrilock

Directions: Hwy 179, to right on Country Club Dr, to Hatting Place.

Marketing Remarks: Luxury awaits in this 3 bedroom, 3 bathroom condo in Jefferson City's sought-after subdivision, Hatting Place! Gorgeous finishes abound: you'll notice crown molding, entry columns, granite countertops, hardwood floors, and french doors throughout the home. On the main level, a spacious living room leads to a comfortable sunroom & balcony. Around the corner, the master bedroom has its own full bath suite & walk-in closet. A second main level guest room/office has access to another full bath. The kitchen is exquisite and offers granite, tons of counter/cabinet space, a breakfast bar, a gorgeous speciality window above the sink, a pantry, and an adjoining formal dining room. The lower level offers a rec room, wet bar, fireplace, bonus/hobby room, storage, and a 3rd bedroom + full bathroom.

Licensee Assisting Seller: Sellers Agent

Original List Price: \$309,900

List Date: 07/15/2019

Expiration Date: 12/01/2019

ADOM/CDOM: 1/1

Name: LA: Kristina, Scott & Henry MCMICHAEL TEAM

Office: McMichael Realty, Inc.

Primary: 573-690-2075

Office: 573-896-9991

E-mail: Kristina@McMichaelRealty.net

Information is deemed to be reliable, but is not guaranteed. Video and/or audio surveillance with recording capability may be in use on these premises. Conversations should not be considered private. © 2019 MLS and FBS. Prepared by Diana Harris on Monday, July 15, 2019 4:53 PM.

Wouldn't you love to call this home

2445 Country Club Drive

Street Address

Jefferson City

City

MO

State

65109

Zip Code

Cole

County

Lee R. Keith

Seller's Name

Donna D. Keith

Seller's Disclosure Statement for Residential Property

The following is a disclosure statement, made by Seller concerning the condition of the property described above. This disclosure is not a warranty of any kind by Seller or any real estate brokers or licensees in this transaction, and is not a substitute for any inspection or warranties the buyer may wish to obtain. This Seller's Disclosure Statement does not transfer, convey, assign, nor warrant any personal property, which may be offered for sale in connection with the property.

To the Seller:

Please complete the following form, including past history or problems if known. **Do not leave any spaces blank.** If the condition is not applicable to your property, mark "N/A" in the blank. Attach additional pages if additional space is required. The following are representations made by the Seller and are not representations of any real estate brokers or licensees.

Occupancy/Acquisition

(a) Approximate year built: 2004

(b) Date Acquired: 2017

(c) If vacant, how long? _____

(d) Seller occupied property 1 years 10 months

(e) Seller owned property 1 years 10 months

Please explain if the property is vacant or not occupied by Seller on a full-time basis (e.g. Since when? Ever occupied by tenants? If so, for how long?):

Statutory Disclosures

(1) Methamphetamine.

Any use of the property as a site for methamphetamine production? Yes No Unknown. If yes, please attach MAR Form DSC-5000 – Disclosure of Information Regarding Methamphetamine/Controlled Substances.

(2) Lead-Based Paint.

Does the Property include one or more residential dwellings built prior to 1978? Yes No

If "Yes", a completed Lead-Based Paint Disclosure form must be signed by Seller and any involved real estate licensee(s) and given to any potential buyer. DSC-2000 ("Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards") may be used to help you satisfy any disclosure obligations.

(3) Waste Disposal Site or Demolition Landfill

Any principal uses of the property other than residential property, such as commercial use, farming, landfill, dumping site? Yes No. If so, describe _____

Seller elects to make no additional disclosures (check only if applicable). If checked, the remaining sections/pages are intentionally left blank. Seller, please provide explanation (if any) and proceed to signature page

1. Structure

(a) Are you aware of any structural problems? Yes No If yes, explain and how corrected:

2. Basement/Crawl Space

(a) Has there been evidence of/or problems with water leakage/excessive moisture? Yes No. If yes, please explain the frequency and extent of the problem and repairs, if any:

2445 Country Club Drive Street Address Jefferson City MO 65109 Cole City State Zip Code County
Lee R. Keith Donna D. Keith
Seller's Name

3. Roof, Gutters, and Downspouts

(a) Age of roof 15 yrs.
(b) Leaks? [] Yes [x] No. If yes, please explain, including the frequency and extent of the problem.
(c) History of Repairs ~

4. Plumbing & Appliances

(a) Plumbing System: [x] Copper [] Galvanized [] PVA [] Other
(b) Water Heater: [x] Gas [] Electric [] Other Approx Age:
(c) Are there any appliances in the home not currently working that will convey with the property?
N/A
(d) Any known problems or repairs? N/A

5. Water Systems

(a) [x] public [] well [] other
(b) If well, type of well and approximate depth
Any known problems or repairs?
Has well been tested? [] Yes [] No. If yes, date of report
Results
(c) Do you have a softener, filter or other purification system? [] Yes [x] No If "Yes": [] Owned or [] Leased

6. Sewer Systems

[] Septic Tanks [] Laterals [] Drain Fields [x] Public [] Lagoon systems [] Subdivision treatment
Any known problems or repairs?

7. Electrical System

(a) Electrical system: [x] 110V [x] 220V [] AMPS: [] Unknown
(b) Type of service panel: [] Fuses [x] Circuit Breakers
(c) Is there a Garage Door Opener System? [x] Yes [] No If Yes, # of remotes: 2
(d) Any known problems or repairs? N/A
(e) Is there a surveillance system? [] Yes [x] No If "Yes", what type: [] Audio [] Video [] Security Alarm

8. Heating, Ventilation and Cooling ("HVAC")

(a) Heating System: [] Electric [x] Natural Gas [] Propane [] Fuel Oil [] Other
If any tanks, indicate if: [] owned [] leased Age of Heating System:
If leased, from whom:
Any known problems or repairs?
(b) Air Conditioning System: [x] Central Electric [] Central Gas [] Window/Wall (# of units:) Other:
Approx Age 15 yrs. Any known problems or repairs? N/A
(c) Fireplace/Flue: [] wood burning [x] gas [] other Any known problems or repairs?
N/A
(d) Chimney, if any, operational? [] Yes [x] No [] Unknown If yes, date last cleaned
Any known problems?

2445 Country Club Drive

Jefferson City

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9. Wood Infestation

(a) [x] none known [] have had

(b) Any treatments for infestations? _____

(c) Any unrepaired damage? _____

10. Neighborhood/Subdivision

(a) Subdivision assessment: \$ 300.⁰⁰ per [] Month [x] Quarter [] Half-Year [x] Year

(b) Assessment includes: [] Street Maintenance [] Clubhouse [] Pool [] Tennis Court [] Entrance Sign/Structure

[x] Other Common Facility Snow removal, grass mowed, sprinkler system (w/ water)

(c) Are you aware of any existing or proposed special assessments? [] Yes [x] No

(d) Are you aware of any condition or claim which may cause an increase in assessment fees? [] Yes [x] No

(e) Are you aware of any other assessments (i.e. street paving, sewer connection, etc.)? [] Yes [x] No

11. Hazardous Substances/Other Environmental Concerns

(a) Lead

(1) Are you aware of the presence of any lead in the soils? [] Yes [x] No

(2) Are you aware if lead has ever been covered or removed? [] Yes [x] No

(3) Are you aware if the Property has previously been tested for the presence of lead? [] Yes [x] No

(b) Asbestos

(1) Is asbestos present in any form in the property? [] Yes [x] No [] Unknown. If yes, where? _____

(c) EIFS (synthetic stucco)

(1) Is an exterior finish and insulation system present in the home? [] Yes [x] No [] Unknown

(2) Date installed, if known _____

(3) Brand name, if known _____

(4) Installer, if known _____

(d) Radon

(1) Has the property been tested for the presence of radon gas? [] Yes [x] No If yes, what were the test results? _____

(e) Mold

(1) Are you aware of any known existing or past mold problems as well as information about factors, particularly water intrusion events, which might provide an environment conducive to the growth of mold? [] Yes [x] No [] Unknown.

If yes, describe _____

(f) Other environmental concerns such as discoloration of soil or vegetation or oil sheens in wet areas? [] Yes [x] No.

If yes, describe _____

12. Insurance

(a) Any insured claims filed by you (or any known claims filed by a previous owner) in the last five (5) years concerning the physical condition of the property? [] Yes [x] No. If yes, please describe the claim and whether the condition was remedied. _____

13. Other Items: Are you, as the Seller, aware of any of the following?

(a) Features of the property shared in common with adjoining landowners, such as walls, wells, sewers, fences, roads and driveways, the use of or responsibility which may have an effect on the property? [] Yes [x] No [] Unknown. If yes, describe _____

(b) Any rights-of-way, easements or similar matters that may affect your interest in the property? [] Yes [x] No [] Unknown. If yes, describe _____

(c) Room additions, structural modifications, or other alterations or repairs made without necessary permits or licensed contractors? [] Yes [x] No [] Unknown. If yes, describe _____

(d) Inoperable windows or doors or broken thermal seals [] Yes [x] No [] Unknown.

(e) The property being located in a Floodplain? [] Yes [x] No [] Unknown

2445 Country Club Drive
Street Address

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County

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(f) Settling, flooding, drainage, grading, or soil problems? Yes No Unknown. If yes, describe _____

(g) Damage to property or any of the structures from fire, wind, storms, floods, or landslides? Yes No Unknown.

If yes, describe _____

(h) Any zoning violations or nonconforming uses? Yes No Unknown. If yes, describe _____

(i) Have any pets been kept in the home? Yes No Type: _____

Please state any other facts or information (favorable or unfavorable) relating to this property that would be of interest to a buyer.

Utility Service Providers:

Electric Company Ameren

Cable Service AT&T Media.Com

Telephone AT&T

Fire District City of Jefferson City

Fire Dues Paid with Taxes: Yes No

Water Service Ameren Water

Sewer City of Jefferson City

Gas Ameren

Trash Republic Services

Internet Provider Media Com

Brokers are hereby authorized to distribute this information to potential buyers for this property. To the extent of Seller's knowledge as a property owner, Seller acknowledges that the information contained above is true and accurate for those areas of the property listed.

[Signature]
Seller Lee R. Keith

Date July 9, 2019

[Signature]
Seller Donna D. Keith

Date July 9, 2019

The buyer is urged to carefully inspect the property and, if desired, to have the property inspected by an expert. The buyer understands that there are areas of the property of which Seller has no knowledge and that this disclosure statement does not encompass those areas. Buyer also acknowledges that he has read and received a signed copy of this statement from Seller or the listing broker.

Buyer _____

Date _____

Buyer _____

Date _____