



RE-26 SELLER'S PROPERTY CONDITION DISCLOSURE FORM FOR NEW CONSTRUCTION ONLY



SELLER'S (and/or Contractor's) Name(s): Victory Homes Contractor Reg. # RCE-097

Property Address:

Legal Address:

SELLER PROPERTY DISCLOSURE FORM REQUIREMENTS REGARDING NEW CONSTRUCTION: Pursuant to Idaho Code, the transfer of NEWLY CONSTRUCTED "residential real property" not previously inhabited is EXEMPT FROM the SAME DISCLOSURE required by SELLERS of EXISTING "residential real property". (Section 55-2501, Idaho Code). However, it is a requirement of SELLERS of new construction that there be disclosure of annexation and city services status. Idaho Code requires SELLERS of NEWLY CONSTRUCTED "residential real property" to complete a property condition disclosure for and deliver a signed and dated copy of the completed disclosure form to each prospective transferee or his agent within ten (10) calendar days of transferor's acceptance of transferee's offer.

"RESIDENTIAL REAL PROPERTY" AS DEFINED BY IDAHO CODE: "Residential Real Property" means real property that is improved by a building or other structure that has one (1) to four (4) dwelling units or an individually owned unit in a structure of any size. This also applies to real property that has a combined residential and commercial use. (Section 55-2503, Idaho Code),

PURPOSE OF STATEMENT: Pursuant to Section 55-2501, Idaho Code, et. seq. the SELLERS of NEWLY CONSTRUCTED residential real property SHALL DISCLOSE information regarding ANNEXATION and CITY SERVICES in the form as prescribed in questions 1, 2, and 3 below.

- 1). Is the property located in an area of city impact, adjacent or contiguous to a city limits, and thus legally subject to annexation by the city?
2). Does the property, if not within city limits, receive any city services, thus making it legally subject to annexation by the city?
3). Does the property have a written "consent to annex" recorded in the county recorder's office, thus making it legally subject to annexation by the city?

ACKNOWLEDGEMENT: SELLER and BUYER understand the information contained in this document is not a warranty or guaranty of any kind by the SELLER or by the agent representing the SELLER in this transaction and no agent is authorized to make representations or verify representations concerning this information. It is not a substitute for any inspections or independent verification of the information by the Purchaser. Purchaser is encouraged to obtain his/her own professional inspection or independent verification of the accuracy contained herein. The SELLER'S disclosure of the above information is made and performed in good faith. SELLER and BUYER understand that Listing Broker and Selling Broker in no way warrants or guarantees the above information on the property.

SELLER hereby acknowledges receipt of a copy of this form:

SELLER DATE SELLER DATE

BUYER hereby acknowledges receipt of a copy of this disclosure form and does hereby WAIVE NOT WAIVE the right to rescind the related purchase agreement within three (3) business days from the date of receipt of this form. IF BUYER DOES NOT WAIVE THE RIGHT TO RESCIND as set forth above, BUYER may only rescind the purchase and sale agreement within three (3) business days following receipt of this disclosure statement, by a written, signed and dated document that is delivered to the SELLER or his agents by personal delivery, ordinary or certified mail, or facsimile transmission. BUYER's rescission must be based on a specific objection to a disclosure in the disclosure statement. The notice of rescission must specifically identify the disclosure objected to by the BUYER. If no signed notice of rescission is received by the SELLER within the three (3) business day period, BUYER's right to rescind is waived.

BUYER DATE BUYER DATE

AMENDED DISCLOSURE FORM: Subsequent to the delivery of the initial SELLER'S Property Condition Disclosure Form previously acknowledged, SELLER hereby makes the following amendments. (Attach additional pages if necessary.) Other than those amendments made below, the SELLER states that there have been no changes to the information contained in the initial SELLER'S Property Condition Disclosure Form. IF THERE ARE NO UPDATES, THERE IS NO NEED TO SIGN BELOW.

SELLER hereby acknowledges receipt of this amended form:

SELLER DATE SELLER DATE

BUYER hereby acknowledges receipt of a copy of the amended disclosure form and does hereby WAIVE NOT WAIVE the right to rescind the related purchase agreement based strictly on the amendments to the disclosure form within three (3) business days from the date of receipt of this amended form. IF BUYER DOES NOT WAIVE THE RIGHT TO RESCIND as set forth above, BUYER may only rescind the purchase and sale agreement within three (3) business days following receipt of this amended disclosure statement, by a written, signed and dated document that is delivered to the SELLER or his agents by personal delivery, ordinary or certified mail, or facsimile transmission. BUYER's rescission must be based on a specific objection to a disclosure in the disclosure statement. The notice of rescission must specifically identify the disclosure objected to by the BUYER. If no signed notice of rescission is received by the SELLER within the three (3) business day period, BUYER's right to rescind it waived.

BUYER DATE BUYER DATE