

INFORMATION ON THE LEISURE LIVING VILLAGE FROM THE BOARD OF DIRECTORS

Leisure Living Village Home Owners association consists of a board of directors elected by you and officers are appointed from within. The board of directors is providing this information for your better understanding.

Ownership:

Ownership includes the townhouse, the ground it is built on plus the border around the townhouse. It is your responsibility to maintain this area. You also own 1/38th of the undivided common grounds which includes the grass, the street, the sidewalks, the street lights, the fences, etc..

Examples of homeowners maintenance responsibilities includes but is not limited to:

- **Homeowner's driveway and sidewalk to the patio**
- **Patios both front and back if applicable**
- **Homeowner's live plants and/or shrubbery in surrounding border**
- **Garage doors unless involved as part of a catastrophic insurance claim**
- **HVAC system**
- **Attic vent fan**

Dues:

The current dues assessment for each townhouse is \$165.00 and is withdrawn monthly from an account at your bank.

Your monthly Home Owner Association dues cover the following:

- **The grounds which includes lighting, the upkeep of the lawns, exterior fences, trees and shrubs**
- **The upkeep of public sidewalks, and streets within the Leisure Living area**
- **Exterior upkeep of townhouses at the Board's discretion**
- **Insurance for the exterior of your townhouses *see further documentation for insurance program explanation**

Bylaws:

The document outlines the structure of the association, the details which govern the officers and the board of directors, the meetings, the compensation, members, assessments, committee rules and regulations, decisions and determinations and amendments. The bylaws are provided to you when your home is purchased and should be reviewed and retained for future reference.

Restrictive and Protective Covenants:

The document outlines details for regulations pertinent to the Village exterior of the townhouses and the grounds. The responsibility of the homeowner lies in reading and understanding the covenants as outlined for any exterior alterations. Any exterior alterations must be presented to the board prior to any alterations. The Restrictive and Protective Covenants are provided to you when your home is purchased and should be reviewed and retained for future reference.

LEISURE LIVING HOMEOWNERS ASSOCIATION INSURANCE PROGRAM EXPLANATION

The association carries a policy for the exterior of all townhouses plus liability insurance on the exterior of the buildings and grounds, insurance on the fences, signs, street lights, etc. and employee dishonesty. The current deductible amount is \$10,000 per claim.

The Leisure Living Homeowners Association provides basic insurance on each structure occupied by a member homeowner/unit owner as well as "other structures" and common "infrastructures". By combining the entire community into a collective insurance program there is cost savings that is not possible by insuring each unit separately.

State Farm Insurance is the provider of coverage on the Leisure Living Association property. The insurance is a crafted coverage to conform and complement association by-laws. State Farm is a leading insurer of individual homes and condominiums with an A. M. Best rating of A+ or "Superior". The A. M. Best rating is a financial security rating of a company. Basically, State Farm Insurance is in a "superior" position to keep their promises if a claim should be filed.

In an attempt to be equitable to all association members with their monthly fee, there is a "basic" amount of coverage for each unit. The "basic" coverage amount is designed to cover the exterior of the property and covers each property for a similar dollar amount of coverage. This coverage on each unit increases year to year based on a construction cost index. Each unit owner will be expected to cover their own interior through their own insurance coverage.

If there is a catastrophic loss due to fire, tornado or most any peril causing sudden and accidental damage to association property and units, the association policy, after the deductible, pays up to the basic limit for that loss. Each homeowner, due to customization and individual needs will need to provide their own coverage above the "basic" coverage provided by the association for damage to the interior. Each member should carry a supplemental policy to cover not only their own improvement and their personal property but also damage they may be liable for to neighboring property.

Summary: Large catastrophic losses to several units primarily to the exterior will be covered by the association paying the deductible and State Farm insurance the remainder. Actual policy will govern any claims made by the association. Relatively small losses to other than the exterior will be the responsibility of the homeowner and each individual homeowner's supplemental insurance carrier.

See next page for Examples of Loss and How Coverage Applies (For ease of understanding, Leisure Living Homeowners will be listed as L.L. and State Farm Insurance will be listed as S.F.)

1. Hail storm damages each unit's roof and siding:
L.L. pays the deductible and S.F. provides the remainder of the repair cost. Each homeowner member pays nothing with the exception of damage to personal property such as patio furniture or personal outside décor.
2. A homeowner leaves a burner on the stove and causes \$15,000 damage to their unit:
L.L. pays nothing. The homeowner is responsible for damage done internally through the terms of their own supplemental insurance.
3. Water Damages the inside of the home from an inside source – examples - a tub faucet is accidentally left running or a water heater leaks and causes damage to a unit:
L.L. pays nothing. The homeowner is responsible for damage done internally through the terms of their own supplemental insurance.
4. Water left running in a flower bed enters the unit outside the foundation or through a window well causing damage to the inside of the unit:
L.L. pays nothing. Any basement leaks are the responsibility of the townhouse owner and will be repaired at the expense of the homeowner.
5. Homeowner spills bleach on their carpet:
L.L. pays nothing. The homeowner is responsible for damage done internally through the terms of their own supplemental insurance.
6. Homeowner's vehicle runs into their own garage or garage door:
L.L. pays nothing. The homeowner is responsible for damage done through the terms of their own supplemental insurance.
7. A vandal paints and/or damages several units:
L.L. will cover the cost of repair and clean up. Homeowner pays nothing
8. Personal property of the homeowner is vandalized:
L.L. pays nothing. The homeowner is responsible for damage done through the terms of their own supplemental insurance.
9. Neighbor's grandchild breaks window of your unit or other unit:
L.L. pays nothing. This situation should be handled through individuals involved and their own insurance coverage.
10. Breaking or cracking of concrete in driveway, porch or sidewalk:
L.L. ONLY covers concrete in the street. There is no coverage for settling or cracking of concrete under most supplemental policies or the L.L. master policy. Therefore most damage to concrete is excluded from coverage and repair or replacement would be at unit owners expense.
11. Skylights are property of owners and any normal repairs are the responsibility of the owner. Replacement of skylights is at homeowner's expense (exception would be if a catastrophic event occurs).



**NEBRASKA REAL ESTATE COMMISSION
SELLER PROPERTY CONDITION DISCLOSURE STATEMENT
Residential Real Property**

THIS DISCLOSURE STATEMENT IS BEING COMPLETED AND DELIVERED IN ACCORDANCE WITH NEBRASKA LAW. NEBRASKA LAW REQUIRES THE SELLER TO COMPLETE THIS STATEMENT (NEB. REV. STAT. §76-2,120).

How long has the seller owned the property? _____ year(s)
 Is seller currently occupying the property? (Circle one) YES | **NO** If yes, how long has the seller occupied the property? _____ year(s)
 If no, has the seller ever occupied the property? (Circle one) YES | **NO** If yes, when? From _____ (year) to _____ (year)

This disclosure statement concerns the real property located at 16 Brentwood Ct.
 in the city of Scottsbluff County of Scotts Bluff, State of Nebraska and legally described as:
Lot 16, Block 17, Idlewylde Addition, Amended & 1/38 Int.

This statement is a disclosure of the condition of the real property known by the seller on the date on which this statement is signed. This statement is **NOT** a warranty of any kind by the seller or any agent representing a principal in the transaction, and **should NOT be accepted as a substitute for any inspection or warranty that the purchaser may wish to obtain.** Even though the information provided in this statement is NOT a warranty, the purchaser may rely on the information contained herein in deciding whether and on what terms to purchase the real property. Any agent representing a principal in the transaction may provide a copy of this statement to any other person in connection with any actual or possible sale of the real property. The information provided in this statement is the representation of the seller and NOT the representation of any agent, and is NOT intended to be part of any contract between the seller and purchaser.

Seller please note: you are required to complete this disclosure statement IN FULL. If any particular item or matter does not apply and there is no provision or space for indicating, insert "N/A" in the appropriate box. If age of items is unknown, write "UNK" on the blank provided. If the property has more than one item as listed below please put the numbered in the appropriate box. For example – if the home has three room air conditioners, one working, one not working, and one not included, put a "1" in each of the "Working", "Not Working", and "None/Not Included" boxes for that item, and a "3" on the line provided next to the item description to indicate total number of item. You may also provide additional explanation of any item in the comments section in PART III.

SELLER STATES THAT, TO THE BEST OF THE SELLER'S KNOWLEDGE AS OF THE DATE THIS DISCLOSURE STATEMENT IS COMPLETED AND SIGNED BY THE SELLER, THE CONDITION OF THE REAL PROPERTY IS:

PART I – If there is more than one of any item in this Part, the statement made applies to each and all of such items unless otherwise noted in the Comments section in PART III of this disclosure statement, or number separately as provided in the instructions above. If an item in this Part is not on the property, or will not be included in the sale, check only the "None/Not included" column for that item.

Section A - Appliances	Working	Not Working	Do Not Know If Working	None / Not Included
1. Refrigerator	X			
2. Clothes Dryer				X
3. Clothes Washer				X
4. Dishwasher	X			
5. Garbage Disposal	X			
6. Freezer				X
7. Oven	X			
8. Range	X			
9. Cooktop				
10. Microwave oven	X			
11. Built-in vacuum system and equipment				X
12. Range ventilation systems				X
13. Gas grill				X
14. Room air conditioner (_____ number)				X
15. TV antenna / Satellite dish				X
16. Trash compactor				X

Section B - Electrical Systems	Working	Not Working	Do Not Know If Working	None / Not Included
1. Electrical service panel capacity <u>220</u> AMP Capacity (if known) _____ fuse <u>X</u> circuit breakers	X			
2. Ceiling fan(s) (<u>4</u> number)	X			
3. Garage door opener(s) (<u>2</u> number)	X			
4. Garage door remote(s) (_____ number)				
5. Garage door keypad(s) (<u>1</u> number)	X			
6. Telephone wiring and jacks	X			
7. Cable TV wiring and jacks	X			
8. Intercom or sound system wiring				X
9. Built-in speakers				X
10. Smoke detectors (<u>2</u> number)	X			
11. Fire alarm				X
12. Carbon Monoxide Alarm (_____ number)				X
13. Room ventilation/exhaust fan (<u>2</u> number)	X			
14. 220 volt service	X			
15. Security System _____ Owned _____ Leased _____ Central station monitoring				X
16. Have you experienced any problems with the electrical system or its components? _____ YES <u>X</u> NO				If YES, explain the condition in the comments section in PART III of this disclosure statement.

Seller's Initials RB/DB Property Address 16 Brentwood Ct., Scottsbluff Buyer's Initials /

Section C - Heating and Cooling Systems	Working	Not Working	Do Not Know If Working	None / Not Included
Air purifier				X
Attic fan				X
Whole house fan				X
Central air conditioning _____ year installed (if known)	X			
i. Heating system 2012 year installed (if known) _____ Gas _____ Electric _____ Other (specify _____)	X			
Fireplace / Fireplace Insert				X
Gas log (fireplace)				X
Gas starter (fireplace)				X
Heat pump 2012 year installed (if known)	X			
Humidifier				X
Propane Tank _____ year installed (if known) _____ Rent _____ Own				X
Wood-burning stove _____ year installed (if known)				X

Section D - Water Systems	Working	Not Working	Do Not Know If Working	None / Not Included
1. Hot tub / whirlpool				X
2. Plumbing (water supply)	X			
3. Swimming pool				X
4. a. Underground sprinkler system	X			
b. Back-flow prevention system			X	
5. Water heater _____ year installed (if known)	X			
6. Water purifier _____ year installed (if known)	X			
7. Water softener _____ Rent <u>X</u> Own	X			
8. Well system				X
Section E - Sewer Systems	Working	Not Working	Do Not Know If Working	None / Not Included
1. Plumbing (water drainage)	X			
2. Sump pump (discharges to _____)				X
3. Septic System				X

RT II - In Sections A, B, C, and D if the answer to any item is "YES", explain the condition in the comments Section in PART III of this disclosure statement.

Section A. Structural Conditions - If there is more than one of any item listed in this Section, the statement made applies to each and all of such items unless otherwise noted in the comment section in PART III of this disclosure statement.

Section A - Structural Conditions	YES	NO	Do Not Know
Age of roof (if known) _____ year(s)	N / A	N / A	
Does the roof leak?		X	
Has the roof leaked?		X	
Is there presently damage to the roof?		X	
Has there been water intrusion in the basement or crawl space?		X	
Has there been any damage to the real property or any of the structures thereon due to the following occurrences including, but not limited to, wind, hail, fire, flood, wood-destroying insects, or rodents?		X	
Are there any structural problems with the structures on the real property?		X	
Is there presently damage to the chimney?		X	
Are there any windows which presently leak, or do any insulated windows have any broken seals?		X	

Section A - Structural Conditions	YES	NO	Do Not Know
10. Year property was built <u>1994</u> (if known)	N / A	N / A	
11. Has the property experienced any moving or settling of the following:	-----	-----	-----
- Foundation		X	
- Floor		X	
- Wall		X	
- Sidewalk		X	
- Patio		X	
- Driveway		X	
- Retaining wall		X	
12. Any room additions or structural changes?		X	

Section B. Environmental Conditions - Have any of the following substances, materials, or products been on the real property? If tests have been conducted for any of the following, provide a copy of all test results, if available.

Section B - Environmental Conditions	YES	NO	Do Not Know
Asbestos		X	
Contaminated soil or water (including drinking water)		X	
Landfill or buried materials		X	
Lead-based paint		X	
Radon gas		X	
Toxic materials		X	

Section B - Environmental Conditions	YES	NO	Do Not Know
7. Underground fuel, chemical or other type of storage tank?		X	
8. Have you been notified by the Noxious Weed Control Authority in the last 3 years of the presence of noxious weeds, as defined by Nebraska law (N.A.C. Title 25, Ch. 10), on the property?		X	
9. Hazardous substances, materials or products identified by the Environmental Protection Agency or its authorized Nebraska Designee (excluding ordinary household cleaners)		X	

Seller's Initials RW/DB Property Address 16 Brentwood Ct., Scottsbluff Buyer's Initials /

Section C. Title Conditions - Do any of the following conditions exist with regard to the real property?

Section C - Title Conditions	YES	NO	Do Not Know
1. Any features, such as walls, fences and driveways which are shared?		X	
2. Any easements, other than normal utility easements?		X	
3. Any encroachments?		X	
4. Any zoning violations, non-conforming uses, or violations of "setback" requirements?		X	
5. Any lot-line disputes?		X	
6. Have you been notified, or are you aware of, any work planned or to be performed by a utility or municipality close to the real property including, but not limited to sidewalks, streets, sewers, water, power, or gas lines?		X	
7. Any planned road or street expansions, improvements, or widening adjacent to the real property?		X	
8. Any condominium, homeowners', or other type of association which has any authority over the real property?		X	
9. Any private transfer fee obligation upon sale?		X	

Section C - Title Conditions	YES	NO	Do Not Know
10. Does ownership of the property entitle the owner to use any "common area" facilities such as pools, tennis courts, walkways, or other common use areas?		X	
11. Is there a common wall or walls? b. Is there a party wall agreement?		X	
12. Any lawsuits regarding this property during the ownership of the seller?		X	
13. Any notices from any governmental or quasi-governmental agency affecting the real property?		X	
14. Any unpaid bills or claims of others for labor and/or materials furnished to or for the real property?		X	
15. Any deed restrictions or other restrictions of record affecting the real property?		X	
16. Any unsatisfied judgments against the seller?		X	
17. Any dispute regarding a right of access to the real property?		X	
18. Any other title conditions which might affect the real property?		X	

Section D. Other Conditions - Do any of the following conditions exist with regard to the real property?

Section D - Other Conditions	YES	NO	Do Not Know
1. a. Are the dwelling(s) and the improvements connected to a public water system? b. Is the system operational?	X		
2. a. Are the dwelling(s) and the improvements connected to a private, community (non-public), or Sanitary Improvement District (SID) water system? b. Is the system operational?		X	
3. If the dwelling(s) and the improvements are connected to a private, community (non-public) or SID water system is there adequate water supply for regular household use (i.e. showers, laundry, etc.)?		X	
4. a. Are the dwelling(s) and the improvements connected to a public sewer system? b. Is the system operational?	X		
5. a. Are the dwelling(s) and the improvements connected to a community (non-public) or SID sewer system? b. Is the system operational?		X	
6. a. Are the dwelling(s) and the improvements connected to a septic system? b. Is the system operational?		X	
7. Has the main sewer line from the house ever backed up or exhibited slow drainage?		X	

Section D - Other Conditions	YES	NO	Do Not Know
8. a. Is the real property in a flood plain? b. Is the real property in a floodway?		X	
9. Is trash removal service provided to the real property? If so, are the trash services <input checked="" type="checkbox"/> public <input type="checkbox"/> private	X		
10. Have the structures been mitigated for radon? If yes, when? ___/___/___			X
11. Is the property connected to a natural gas system?		X	
12. Has a pet lived on the property? Type(s) _____		X	
13. Are there any diseased or dead trees, or shrubs on the real property?		X	
14. Are there any flooding, drainage, or grading problems in connection to the real property?		X	
15. a. Have you made any insurance or manufacturer claims with regard to the real property? b. Were all repairs related to the above claims completed?			X
16. Are you aware of any problem with the exterior wall-covering of the structure including, but not limited to, siding, synthetic stucco, masonry, or other materials?			X

Section E. Cleaning / Servicing Conditions - Have you ever performed or had performed the following? (State most recent year performed)

Section E - Cleaning / Servicing Conditions	YEAR	YES	NO	Do Not Know	None / Not Included
1. Servicing of air conditioner				X	
2. Cleaning of fireplace, including chimney					X
3. Servicing of furnace				X	
4. Professional inspection of furnace A/C (HVAC) System				X	
5. Servicing of septic system					X

Section E - Cleaning / Servicing Conditions	YEAR	YES	NO	Do Not Know	None / Not Included
6. Cleaning of wood-burning stove, including chimney					X
7. Treatment for wood-destroying insects or rodents			X		
8. Tested well water			X		
9. Serviced / treated well water			X		

Seller's Initials RD DB Property Address 16 Brentwood Ct., Scottsbluff Buyer's Initials

PART III – Comments. Please reference comments on items responded to above in PART I or II, with Section letter and item number.
 Note: Use additional pages if necessary.

If checked here _____ PART III is continued on a separate page(s)

SELLER'S CERTIFICATION

Seller hereby certifies that this disclosure statement, which consists of _____ pages *(including additional comment pages)*, has been completed by S that Seller has completed this disclosure statement to the best of Seller's belief and knowledge as the date hereof, which is the date this disclosure statement is completed and signed by the Seller.

Seller's Signature Ronald A. Buckman Date 9-28-19
 Seller's Signature Dorothy Buckman Date 9-28-19

ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE STATEMENT, UNDERSTANDING AND CERTIFICATION

I/We acknowledge receipt of a photocopy of the above Seller Property Condition Disclosure Statement; understand that such disclosure statement is NOT a warranty of any kind by the seller or any agent representing any principal in the transaction; understand that such disclosure statement should not be accepted as a substitute for any inspection or warranty that I/we may wish to obtain; understand the information provided in this disclosure statement is the representation of the seller and not the representation of any agent, and is not intended to be part of any contract between the seller and purchaser; and certify that disclosure statement was delivered to me/us or my/our agent on or before the effective date of any contract entered into by me/us relating to the real property described in such disclosure statement.

Purchaser's Signature _____ Date _____
 Purchaser's Signature _____ Date _____