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: Oct 28, 2024 Do you currently occupy or have you ever occupied this property? [X] YES [ ] NO

Property Address: **2271 Penguine DR, Sparks, NV 89441**

A seller's agent shall not complete a disclosure form regarding the residential property on behalf of the seller. ***(NRS 113.130(2))***

A seller that requires an ADA compliant version of this document can contact Nevada ADA Assistance for their request: *NV ADA Assistance*

A purchaser may not waive the requirement to provide this form and a seller may not require a purchaser to waive this form. ***(NRS 113.130(3))***

Type of Seller: [ ] Bank (financial institution); [ ] Asset Management Company; [X] Owner-occupier; [ ] Other: _____

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. Systems and appliances addressed on this form by the seller are not part of the contractual agreement as to the inclusion of any system or appliance as part of the binding agreement.

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:

	YES	NO	N/A		YES	NO	N/A
Electrical System	[ ]	[X]	[ ]	Shower(s)	[ ]	[X]	[ ]
Plumbing	[ ]	[X]	[ ]	Sink(s)	[ ]	[X]	[ ]
Sewer System & line	[ ]	[X]	[ ]	Sauna/hot tub(s)	[ ]	[ ]	[X]
Septic tank & leach field	[ ]	[X]	[ ]	Built-in microwave	[ ]	[X]	[ ]
Well & pump	[ ]	[X]	[ ]	Range/oven/hood-fan	[ ]	[X]	[ ]
Yard sprinkler system(s)	[ ]	[X]	[ ]	Dishwasher	[ ]	[X]	[ ]
Fountain(s)	[ ]	[X]	[ ]	Garbage disposal	[ ]	[X]	[ ]
Heating system	[ ]	[X]	[ ]	Trash compactor	[ ]	[ ]	[X]
Cooling system	[ ]	[X]	[ ]	Central Vacuum	[ ]	[ ]	[X]
Solar heating system	[ ]	[ ]	[X]	Alarm system	[ ]	[ ]	[X]
Fireplace & chimney	[ ]	[X]	[ ]	Owned [ ] Leased [ ]			
Wood burning system	[ ]	[ ]	[X]	Smoke Detector	[ ]	[X]	[ ]
Garage door opener	[ ]	[X]	[ ]	Intercom	[ ]	[ ]	[X]
Water treatment system(s)	[ ]	[ ]	[X]	Data Communication line(s)	[ ]	[ ]	[X]
Owned [ ] Leased [ ]				Satellite dish(es)	[ ]	[ ]	[X]
Water heater	[ ]	[X]	[ ]	Owned [ ] Leased [ ]			
Toilet(s)	[ ]	[X]	[ ]	Other: _____	[ ]	[ ]	[X]
Bathtub(s)	[ ]	[X]	[ ]				

EXPLANATIONS: Any "Yes" must be fully explained on page 3 of this form.

VC DC
_____ _____
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? . . . . . [ ] [X]
   (b) Any structural defect? . . . . . [ ] [X]
   (c) Any construction, modification, alterations, or repairs made without required state, city or county building permits? . [ ] [X]
   (d) Whether the property is or has been the subject of a claim governed by NRS 40.600 to 40.695 (construction defect claims)? . . . . . [ ] [X]
   (If seller answers yes, FURTHER DISCLOSURE IS REQUIRED)
2. **Land / Foundation:**
   (a) Any of the improvements being located on unstable or expansive soil? . . . . . [ ] [X]
   (b) Any foundation sliding, settling, movement, upheaval, or earth stability problems that have occurred on the property? [ ] [X]
   (c) Any drainage, flooding, water seepage, or high-water table? . . . . . [ ] [X]
   (d) The property being located in a designated flood plain? . . . . . [ ] [X]
   (e) Whether the property is located next to or near any known future development? . . . . . [ ] [X]
   (f) Any encroachments, easements, zoning violations or nonconforming uses? . . . . . [ ] [X]
   (g) Is the property adjacent to "open range" land? . . . . . [ ] [X]
   (If seller answers yes, FURTHER DISCLOSURE IS REQUIRED under NRS 113.065)
3. **Roof:** Any problem with the roof? . . . . . [ ] [X]
4. **Pool / Spa:** Any problems with structure, wall, liner, or equipment . . . . . [ ] [ ] [X]
5. **Infestation:** Any history of infestation (termites, carpenter ants, etc.)? . . . . . [ ] [X]
6. **Environmental:**
   (a) 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? . . . . . [ ] [X]
   (b) Has property been the site of a crime involving the previous manufacture of Methamphetamine where the substances have not been removed from or remediated on the Property by a certified entity or has not been deemed safe for habitation by the Board of Health? . . . . . [ ] [X]
7. **Fungi / Mold:** Any previous or current fungus or mold? . . . . . [ ] [X]
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? . . . . . [X] [ ]
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? . . . . . [ ] [X]
   (a) Common Interest Community Declaration and Bylaws available? . . . . . [X] [ ]
   (b) Any periodic or recurring association fees? . . . . . [X] [ ]
   (c) Any unpaid assessments, fines or liens, and any warnings or notices that may give rise to an assessment, fine or lien? . . [ ] [X]
   (d) Any litigation, arbitration, or mediation related to property or common area? . . . . . [ ] [X]
   (e) Any assessments associated with the property (excluding property taxes)? . . . . . [ ] [X]
   (f) Any construction, modification, alterations, or repairs made without required approval from the appropriate Common Interest Community board or committee? . . . . . [ ] [X]
10. Any problems with water quality or water supply? . . . . . [ ] [X]
11. **Any other conditions or aspects of the property which materially affect its value or use in an adverse manner?** [ ] [X]
12. **Lead-Based Paint:** Was the property constructed on or before 12/31/77? . . . . . [ ] [X]
    (If yes, additional Federal EPA notification and disclosure documents are required)
13. **Water source:** Municipal [X] Community Well [ ] Domestic Well [ ] Other [ ]
    If Community Well: State Engineer Well Permit Number: _____
    Revocable [ ] Permanent [ ] Cancelled [ ]
14. **Conservation Easements** such as the SNWA's Water Smart Landscape Program: Is the property a participant? . . . . . [ ] [X]
15. **Solar Panels:** Are any installed on the property? . . . . . [ ] [X]
    If yes, are the solar panels: Owned [ ] Leased [ ] or Financed [ ]
16. **Wastewater Disposal:** Municipal Sewer [ ] Septic System [X] Other [ ]
17. This property is subject to a Private Transfer Fee Obligation? . . . . . [X] [ ]

EXPLANATIONS: Any "Yes" must be fully explained on page 3 of this form.

_____ _____
Seller(s) Initials

_____ _____
Buyer(s) Initials

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EXPLANATIONS: Any "Yes" to questions on pages 1 and 2 must be fully explained here. Attach additional pages if needed.

8. Common Cedar wood Fencing with neighbors.

9a. Yes

9b. Yes ($80.00 per qtr)

17. Yes - HOA -

Seller(s) Initials

Buyer(s) Initials

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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 the person's 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 the seller's 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 subsection 2:

(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 the seller's agent shall serve the purchaser or the purchaser's agent with the completed disclosure form.

► A seller's agent shall not complete a disclosure form regarding the residential property on behalf of the seller.

(b) If, after service of the completed disclosure form but before conveyance of the property to the purchaser, a seller or the seller's 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 the seller's agent shall inform the purchaser or the purchaser's 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 the seller's agent without further recourse.

(c) A seller's agent is not liable to the purchaser for damages if:

(1) The seller is aware of a defect and fails to disclose the defect to the purchaser on the disclosure form as required pursuant to paragraph (a); or

(2) After service of the completed disclosure form but before conveyance of the property to the purchaser, the seller 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 and fails to inform the purchaser or the purchaser's agent of that fact as required pursuant to paragraph (b).

► The provisions of this paragraph do not affect, and must not be construed to affect, the obligation of a seller's agent to comply with the provisions of paragraph (a) of subsection 1 of NRS 645.252.

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.

(e) By a fiduciary under title 12 or 13 of NRS, including, without limitation, a personal representative, guardian, trustee or person acting under a power of attorney, 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 is deceased or incapacitated.

3. A purchaser of residential property may not waive any of the requirements of subsection 1. A seller of residential property may not require a purchaser to waive any of the requirements of subsection 1 as a condition of sale or for any other purpose.

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, or upon the request of the purchaser of the residential property, provide:

(a) Written notice to the purchaser of any defects in the property of which the trustee or beneficiary, respectively, is aware; and

(b) If any defects are repaired or replaced or attempted to be repaired or replaced, the contact information of any asset management company who provided asset management services for the property. The asset management company shall provide a service report to the purchaser upon request.

5. As used in this section:

(a) "Seller" includes, without limitation, a client as defined in NRS 645H.060.

(b) "Service report" has the meaning ascribed to it in NRS 645H.150.

(Added to NRS by 1995, 842; A 1997, 349; 2003, 1339; 2005, 598; 2011, 2832; 2021, 961; 1081)

Seller(s) Initials

Buyer(s) Initials

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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, 11.2055, 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 or her 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; A 2015, 18)

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 the seller's 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 the seller's agent informs the purchaser or the purchaser's 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 the seller's 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 the seller's 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 the purchaser's 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 or her 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 or her 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), two (2) and three (3) of this disclosure form is true and correct to the best of the 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): _____ **Ross D Erdody Family Trust** Date: 10/28/2026

Seller(s): Deborah R Erdody **Deborah R Erdody Family Trust** Date: 10/28/2026

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 four (4) and five (5).

Buyer(s): _____ Date: _____

Buyer(s): _____ Date: _____

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ADDITIONAL PROPERTY INFORMATION

ADDRESS: *2271 Penguine DR, Sparks, NV 89441*

This Notice is designed to inform a Buyer of general property conditions and other related matters that often arise during the purchase of real property in Nevada. Buyer is encouraged to seek out additional information from qualified licensed professionals should additional information or questions arise. By initialing and signing below, Buyers and Sellers hereby acknowledge the receipt of this Advisory and Additional Property Information.

Get a Home Inspection

Why You Need a Home Inspection

Buying a home is probably the biggest investment you will ever make. The purpose of a home inspection is to inform and educate you about the property before you make a financial commitment. A home inspection will give you detailed information about the overall condition of the house you want to buy.

Be an Informed Buyer

A home inspection will only occur if you arrange for one; your lender does not perfom home inspections. For a fee, a qualified inspector will take an unbiased look at your potential new home to evaluate its physical condition; estimate the remaining useful life of major systems, equipment, structure, and finishes; and identify any items that need to be repaired or replaced. If you request an inspection early in the process, you may be able to make your purchase contract contingent on its results.

What is Included in the Inspection and How to Find an Inspector?

To better understand what to expect in the home inspection, ask the prospective inspector for their Standards of Practice (SOP) or for a sample home inspection report. To find a qualified home inspector ask for references from friends, real estate professionals, local licensing authorities and organizations that qualify and test home inspectors.

Appraisals are NOT Home Inspections!

An appraisal is required to estimate the home's value for the lender and does not replace a home inspection. The Lender does not guarantee the value or condition of your new home. If you find problems with your home after closing, the lender cannot give or lend you money for repairs, and the lender cannot buy the home back from you.

Seller Pre-Inspections or Previous Home Buyer Inspections

Previous inspections performed do not provide you with the same benefits as your own home inspection. These should be treated as informational disclosure only to aid you in your purchasing decision. Your own inspector should be hired to inspect the current condition of the home. Hire a home inspector who is certified to inspect the home for structural problems, health and safety issues, problems with roofing, or problems with the mechanical, electrical, or plumbing systems. A certified home inspector will walk on the roof, go into the crawlspace, and climb into the attic to protect you against problems that aren't always visible.

Waiving any Inspection and Client Responsibility

It is important for clients to consult with professionals knowledgeable of specific areas of expertise as part of their due diligence. The Client also acknowledges that responsibility for payment of the inspection has been agreed upon in the Offer and Acceptance Agreement and should be paid at time of service. Clients understand that waiving any inspection, due diligence or home warranty is against the advice of Coldwell Banker Select Real Estate, its brokers, agents, and they will be held harmless of liability.

Heating Sources, Fire Places, and Wood Burning Devices

Buyers are advised to ensure there is adequate heating source for habitability and should have all heating sources inspected. In the event device does not meet all applicable codes and/or laws, the cost of its removal will be the responsibility of seller.

Seller's Initials (RL) (JB) (___) (___) Buyer's Initials (___) (___) (___) (___)

ADDITIONAL PROPERTY INFORMATION

Get a Home Appraisal

When buying or selling a home, one of the most critical steps in the process is the home appraisal. A professional appraisal provides an unbiased evaluation of a property's market value, ensuring that buyers, sellers, and lenders all have accurate information to make informed decisions. An appraisal ensures that you are not overpaying for a property. Understanding the true market value of a home can help you negotiate effectively and make a sound financial investment. Clients understand that waiving any appraisal is against the advice of Coldwell Banker Select Real Estate, its brokers, agents, and they will be held harmless of liability.

Home Security Systems and Video Surveillance

Many homes have home security systems as well as video surveillance. A Seller has no obligation to disclose the existence of such systems and Buyer should assume that they are under surveillance when touring a home. Buyer should refrain from discussing confidential information regarding a property until after the tour is completed.

Smart Homes

Some homes may contain smart home technology. Buyer is reminded to request that any such technology be reset to original factory settings, that the Seller delete any passwords, usernames, and personal information prior to close of escrow, and that additional information may be required from the Seller to transfer all smart home technology items to the Buyer.

Solar Panels

The use of solar panels is increasing in Nevada. Solar panels may be purchased, financed, or leased. Buyer is advised that if a property has solar panels, additional information will be required from the Seller regarding how the panels may be transferred to the Buyer.

Radon

EPA and HUD recommend that houses be tested and inspected for radon, health and safety, respectively. Specific tests are available to you. You may ask about tests with your home inspector, in addition to the structural and mechanical systems inspection. For more information: Radon - call 1-800-SOS-Radon; Health and Safety - see the HUD Healthy Homes Program at www.HUD.gov.

Mold

NOTICE. Fungal contaminants (molds) may exist in a 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.

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 via an internet search for "Environmental and Ecological Services."

PROFESSIONAL ADVICE. Buyer executes this Notice with the understanding that they should consult with a professional of their choice regarding any questions or concerns before its execution. Further information is available on the Internet at http://www.epa.gov/mold/moldresources.html.

ADDITIONAL PROPERTY INFORMATION

Probate

Some properties listed for sale may be subject to Nevada's probate statutes. If that is the case, the sale of such a property may be subject to probate court approval. Pursuant to state statute, such a sale may be turned into an auction at the court hearing and opened up to bidding. Buyers of such properties are advised to speak to an attorney and even attend the probate hearing to ensure a successful purchase.

Wire Fraud

Public Service Announcement Information from the FBI (Alert Number 1-050417-PSA) The following is an excerpt from a Public Service Announcement (PSA) released by the Federal Bureau of Investigation on May 4, 2017, regarding Business E-mail and Public E-mail Compromise Scam. The full PSA can be located at www.ic3.gov. The Business E-mail Compromise (BEC)/E-mail Account Compromise (EAC) scam targets all participants in real estate transactions, including buyers, sellers, agents, and lawyers. The IC3 saw a 480% increase in the number of complaints in 2016 filed by title companies that were the primary target of scams. The perpetrators were able to monitor the real estate proceeding and time the fraudulent request for a change in payment type (frequently from check to wire transfer) or a change from one account to a different account under their controls. The problem is defined as a sophisticated scam targeting businesses working with foreign suppliers and/or businesses that regularly perform wire transfer payments. The email component targets individuals that perform wire transfer payments. The scam is carried out when a subject compromises legitimate business e-mail accounts through social engineering or computer intrusion techniques to conduct unauthorized transfers of funds. Most victims report using wire transfers as a common method of transferring funds for business purposes; however, some victims report using checks as a common method of payment. The fraudsters will use the method most associated with their victim's normal business practices.

The following are some, but not all, ways to avoid becoming a victim of wire fraud.

* Obtain the full name and phone number of the Escrow Officer.
* Do not ever wire funds prior to calling your Escrow Officer to confirm wire instructions.
* Only use a phone number you were provided by Escrow. Do not use any different phone number included in the emailed wire transfer instructions. Confirm the bank routing number, account numbers and other codes before taking steps to transfer funds.
* Avoid sending personal information in emails or texts-Do NOT FORWARD these emails. Provide such information in person or over the telephone directly to the Escrow Officer.
* Be suspicious of requests for secrecy or pressure to act quickly.
* Immediately report and delete unsolicited e-mail (spam) from unknown parties. DO NOT open spam e-mail, click on links in the e-mail or open attachments. FYI-These often contain malware that will give subject access to your computer system.
* Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure Wi-Fi, and not using free services, avoiding public wi-fi.

If you believe you have received questionable or suspicious wire instructions, immediately notify your bank, the Escrow Holder, and your real estate licensee. The following is a list of resources for more information regarding wire fraud:

* Federal Bureau of Investigation: www.fbi.gov
* Internet Crime Complaint Center: www.ic3.gov
* National White Collar Crime Center: www.nw3c.org

Seller's Initials (RL) (DG) (___) (___) Buyer's Initials (___) (___) (___) (___)

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ADDITIONAL PROPERTY INFORMATION

"KITEC" Plumbing and Pipe

Kitec Plumbing System manufactured by IPEX may be subject to premature failure and otherwise may not perform in accordance with the reasonable expectations of users. Dark spots and/or blisters may also form on Kitec Plumbing System pipes. Kitec Plumbing System may have been sold under various brand names, including but not limited to; Kitec, PlumbBetter, IPEX, AQUA, W ARMRITE, Kitec XP A, AmbioComfort, XP A, KERR Controls and Plomberie Amelioree.

Kitec® is a brand of plastic piping used in hot and cold water supplies to plumbing fixtures, and in heating systems with boilers. Kitec Plumbing System may be found in homes constructed or renovated between the years 1995-2007. Kitec® pipe is "typically" blue in color for cold water applications, however cold-water applications may also be white or grey. The pipe is usually marked with one of the following brand names; Kitec, PlumbBetter, IPEX, AQUA, W ARMRITE, Kitec XP A, AmbioComfort, XP A, KERR Controls and Plomberie Amelioree. Where the fittings are visible; look for the words Kitec or KTC stamped or written on them. The terms CSA B137.9/10 or ATSM F1974 could also indicate the evidence of a Kitec® system. Fittings may also say Kitec or KT. Often the best place to look for the Kitec® system is near the hot water tank or in the mechanical room where the pipe is connected to or exits the walls. Another place to look for the evidence of a Kitec® system is under the kitchen sink or bathroom vanities, where the pipe and/or fitting exits the wall.

Some Homeowner's Associations announced that the development was built with Kitec® plumbing. Buyers are encouraged to contact the Homeowner's Association, if any, for the property and inquire if it is known that Kitec® was used in the development. Builder(s) and known areas: Del Webb- Dayton & Fernley.

Buyers are advised to have the plumbing system inspected by a professional home inspector or a plumber. Buyers are encouraged to investigate this issue to their satisfaction.

For additional information about the Kitec® product and the results and effects of the lawsuit please visit: http://www.kitecsettlement.com/faq.cfin

Orangeburg Pipe

Orangeburg pipe was commonly used from the early 1900s up until the late 70s. This pipe was mainly used for sewer lateral lines. Because this pipe is made primarily of wood pulp and tar, it's common for it to deteriorate and collapse on itself over time. Other issues including but not limited to root invasion, sewer back ups and blockages may occur. We strongly encourage clients to obtain a sewer line inspection by a qualified professional during their due diligence period.

Flood Hazard

Buyer is advised the property may be located in a designated "flood zone" or other hazardous location. For further information buyer may log on to https://msc.fema.gov/portal/search?AddressQuery and enter the property address to determine the flood hazard.

Soil/Geological Conditions

Buyer has been informed to consult the appropriate professionals regarding geological conditions, terrain conditions, soil conditions including expansive soil and galvanic corrosion, seismic activity, suitability of property and drainage.

Golf Courses

Recently several high-profile golf courses have either closed or transferred ownership. Buyer should independently verify the status of any golf courses should the Buyer wish to purchase property on or near a golf course.

Seller's Initials (RC) (DE) (___) (___) Buyer's Initials (___) (___) (___) (___)

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ADDITIONAL PROPERTY INFORMATION

Earthquake

The State of Nevada is in one of the most seismically active regions in the United States. It lies within the Basin and Range province. Geologically young faults, which are the sources of earthquakes, can be found throughout the state. Although earthquakes do not occur at regular intervals, earthquakes have occurred in Nevada in the recent past and more may occur in the future. For a history of selected earthquakes in Nevada you may consult the pamphlet Earthquakes in Nevada recorded from 1852-1998 by the University of Nevada, Reno Seismological Laboratory or for further information on faults, earthquakes, and emergency management in Nevada consult:
Nevada Bureau of Mines & Geology ~ University of Nevada Reno, NV 89557-0088 ~ 775-784-6691~
Seismological Laboratory ~ University of Nevada Reno, NV 89557-0141 ~ 775-784-4975 ~ www.seismo.unr.edu
Nevada Division of Emergency Management ~ 2525 S. Carson St. Carson City, NV 89710 ~ 775-687-4240 ~

Pests

Buyers of property in Nevada are hereby put on notice that various pest, rodent and insect species (collectively, "pests") exist in Nevada. Pests may include, but are not limited to, scorpions (approximately 23 species, including bark scorpions), spiders (including black widow and brown recluse), bees, snakes, ants, termites, rats, mice and pigeons. The existence of pests may vary by season and location.
Buyers are encouraged to obtain a pest inspection report to determine the presence and/or infestation of pests. Pests may inhabit any property in Nevada regardless of statements in the Seller's Real Property Disclosure or information contained in a pest report. If a Buyer is allergic to certain pests, or if there is any other concern, you should seek the advice of an appropriate professional.
The cost and quality of a pest report may vary. For more information on pests and pest control providers, you may contact the State of Nevada Division of Agriculture at www.agri.nv.gov or via an internet search for pest control.

Elevator(s)

Nevada Administrative Code 455C.5 l 6 (d) requires that a private residence elevator must be inspected "Upon construction, installation, or alteration by an inspector" and that "A private residence elevator must be inspected by an inspector or a special inspector before any transfer of title for a property on which a private residence elevator is located to a new owner."

Zoning

Buyer is advised the governing authorities of the area in which the property is located regulate the zoning in the area. Zoning may vary from within neighborhoods with regards to type of use of property and density. The governing authorities include the Cities, Counties and other municipalities in Nevada. For more information about the zoning around the property ask your agent for the Assessor Parcel Number for the property and call the zoning and planning department of the appropriate municipality and discuss the zoning with a planner.

Airport Noises

Buyer hereby acknowledges there are several airports in Nevada. The subject property may be located in the vicinity of an airport or within a perpetual avigation easement. Buyer fully understands existing and future noise levels may have an effect on livability, value, and suitability of the property for residential use. Buyer assumes full responsibility to investigate the proximity of airports to the property and to satisfy themselves as to the location in proximity to airports.

ADDITIONAL PROPERTY INFORMATION

Rental Restrictions

Some homeowner associations (HOA) include rental restrictions on properties in their Covenants, Conditions and Restrictions (CC&Rs). By state law, the Seller must provide these CC&Rs along with other documents in what is known as the HOA Resale Package to a buyer. Buyers should review the HOA Resale Package to determine if rental restrictions apply to a property. Please note these restrictions may apply to rentals for less than 30 days (short-term rentals) as well as longer rental periods.

Buyers are also placed on notice that certain municipalities may restrict or even ban short term rentals. Buyers should fully investigate and seek out legal advice on whether a specific property may be used as a short-term rental.

Common-Interest Community (HOA)

By purchasing a property encumbered by both an HOA and CC&Rs, you are agreeing to limitations that could affect your lifestyle and freedom of choice. Please sign the 'BEFORE YOU PURCHASE PROPERTY IN A COMMON-INTEREST COMMUNITY DID YOU KNOW' disclosure. Buyer generally has five days from receipt to carefully review all related resale documents.

Home Owners Insurance

Sellers are advised to contact their home owners insurance company to make sure the insurance is current for their intended use. Buyers are advised to contact their home owners insurance company during their offer contingency period to verify insurance coverage and secure coverage for their intended use.

Hold Harmless

Buyer makes the decision to purchase independent of the real estate broker(s) involved in the transaction and hereby agrees to hold Broker(s) and Agent(s) in this transaction harmless for the presence of any adverse condition disclosed by seller or discovered by any inspection completed by qualified professionals.

Buyer hereby assumes responsibility to conduct whatever inspections Buyer deems necessary during the "due diligence period" as described in the Residential Purchase Agreement. If Buyer does not object to any item on this disclosure during the "due diligence period", Buyer shall have deemed to have accepted the condition as satisfactory. It is strongly suggested that Buyer consult the professionals of their choice regarding any questions or concerns prior to executing this Disclosure.

Square Footage and Lot Size

1. DIFFERENT SOURCES OF SQUARE FOOTAGE MEASUREMENTS:

Measurements of structures vary from source to source and that data is often contradictory. There is no one "official" size source or a "standard" method of calculating exterior structural size, interior space, or square footage. Buyers should not rely on any advertised or disclosed square footage measurements and should retain their own experts to measure structural size and/or square footage during their contingency period, if any. This is especially important if Buyers are using square footage to determine whether to purchase the property and/or are using a price per square foot to determine purchase price. Price per square foot calculations are generally broad estimates only, which can vary greatly depending upon property location, type of property, and amenities; such calculations should not be relied upon by Buyers and the accuracy of any such figures should be independently verified by Buyers with their own experts, including, but not limited to, a licensed appraiser.

ADDITIONAL PROPERTY INFORMATION

2. PROPERTY (LOT) SIZE, DIMENSIONS, CONFIGURATIONS, AND BOUNDARIES:

Fences, hedges, walls, retaining walls, and other barriers or markers may not correspond with any legally defined property boundaries, and existing structures or amenities may not be located within the actual property boundaries or local setback requirements. If lot size, dimensions, property configurations, boundary lines, and locations of improvements are material to the Buyer's decision to purchase or the price the Buyer is willing to pay, then Buyers should independently investigate by retaining the services of a licensed surveyor, the only professional who can accurately determine lot dimensions, boundary locations, and acreage for the Property.

3. BROKER OBLIGATIONS:

Brokers and Agents do not have expertise in determining the exact square footage and lot size. Any numerical statements regarding square footage, room dimensions, lot size, and boundaries have not been verified by Seller or Broker. Fences, hedges, walls, retaining walls, and other barriers or markers do not necessarily identify the true property boundaries. Broker has not and will not verify the accuracy of any of these measurements.

4. WAIVER OF CLAIMS

IF ANY OF THESE MEASUREMENTS ARE MATERIAL TO YOU, YOU ARE STRONGLY ADVISED TO INVESTIGATE THE VALIDITY AND ACCURACY OF ANY MEASUREMENTS PROVIDED TO YOU HEREIN OR OTHERWISE. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS AND AGENTS.

Buyer acknowledges that the square footage and lot size information provided for the Property is derived solely from records maintained by the County Assessor and has not been independently verified by any Broker, Agent, or Seller. Buyer accepts that such measurements are approximate and agrees to rely solely on their own independent investigation should accurate measurements be critical. Buyers hereby irrevocably waive all rights to initiate legal action or claim damages against the Broker, Agent, or Seller for any discrepancies, inaccuracies, or errors in the reported square footage or lot size.

Ross D Erdody Family Trust		10/28/2026
Seller name:	**Signature:**	**Date:**
Deborah R Erdody Family Trust	Deborah R Erdody	10/28/2026
Seller name:	**Signature:**	**Date:**
Seller name:	**Signature:**	**Date:**
Seller name:	**Signature:**	**Date:**
Buyer name:	**Signature:**	**Date:**
Buyer name:	**Signature:**	**Date:**
Buyer name:	**Signature:**	**Date:**
Buyer name:	**Signature:**	**Date:**

Seller's Initials (RE) (DR) (___) (___) Buyer's Initials (___) (___) (___) (___)

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ADDITIONAL PROPERTY DISCLOSURES

ADDRESS: 2271 Penguine DR, Sparks, NV 89441

Seller is advised to provide the following property disclosures in addition to 'other' of the Seller's Real Property Disclosure as material and relevant facts that may affect a purchasers decision.

Seller, are you aware of:

A. RELEVANT FACTS:	YES	NO	N/A	Unknown
1. Whether the property is affected by a nuisance created by an "industrial use" zone.		X		
2. Whether the property is located within 1 mile of a former government ordinance location.		X		
3. Insurance claims affecting the property within the past 5 years.		X		
4. Matters affecting title of the property.		X		
5. Whether the property is located adjacent to or in an "industrial use" zone. (In general, a zone or district allowing manufacturing, commercial or airport uses.)		X		

B. REPAIRS AND ALTERATIONS:	YES	NO	N/A	Unknown
1. Any remodeling, replacements or material repairs on the property.	X			
2. Any part of the property being painted within the past 12 months.		X		
3. Ongoing or recurring maintenance on the property (for example, drain or sewer clean-out, tree or pest control services).		X		

C. STRUCTURAL, SYSTEMS AND APPLIANCES:	YES	NO	N/A	Unknown
1. Any cameras located on the property.		X		
2. Defects in any of the following, (including past defects that have been repaired): electrical, plumbing (including the presence of polybutylene pipes - Kitec Plumbing), sump pumps, roof, gutters, foundation, crawl space, attic, grading, retaining walls, interior or exterior doors, windows, ceilings, floors.		X		

D. NEIGHBORHOOD, BOUNDARIES AND property ACCESS	YES	NO	N/A	Unknown
1. Do you use any portion of a neighboring property.		X		
2. Do any neighbors have access or use of your property.		X		
3. Neighborhood noise, nuisance or other problems from sources such as, but not limited to the following: neighbors, traffic, parking congestion, airplanes, trains, light rail, subway, trucks, freeways, buses, schools, parks, refuse storage or landfill processing, agricultural operations, business, odor, recreational facilities, restaurants, entertainment complexes or facilities, parades, sporting events, fairs, neighborhood parties, litter, construction, air conditioning equipment, air compressors, generators, pool equipment, appliances, underground gas pipelines, cell phone towers, high voltage transmission lines, or wildlife.		X		

Seller's Initials (RB) (DE) (___) (___) Buyer's Initials (___) (___) (___) (___)

Coldwell Banker Select - Reno, 1170 S. Rock Blvd., Suite #2 Reno NV 89502 Phone: 7757624483 Fax: 5302371819 2271Penguine Dr
Michelle VanderStokker

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ADDITIONAL PROPERTY DISCLOSURES

Seller, are you aware of:

	YES	NO	N/A	Unknown
E. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:				
1. Financial relief or assistance, insurance, or settlement, sought or received, from any federal, state, local or private agency, insurer or private party, by past or present owners of the property, due to any actual or alleged damage to the property arising from a flood, earthquake, fire, other disaster, or occurrence of defect, whether or not any money received was actually used to make repairs.		✓		
F. WATER-RELATED AND MOLD ISSUES:				
1. Rivers, streams, flood channels, or underground springs affecting the property.		✓		
2. Water intrusion into any part of any physical structure on the property; leaks from or in any appliance, pipe, slab or roof; standing water, drainage, flooding, underground water, moisture, water-related soil settling or slippage, on or affecting the property.		✓		
G. PETS, ANIMALS AND PESTS:				
1. Have there ever been pets on or in the property? **Types:** CATS - Fish	✓			
2. Problems with livestock, wildlife, birds, insects or pests on the property.		✓		
3. Past or present odors, urine, feces, discoloration, stains, spots or damage in the property, stains, spots or damage in the property due to any of the above.	✓			
4. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above. If so, when and by whom? OXY-FRESH 10/28/2226	✓			
H. LANDSCAPING, POOL AND SPA:				
1. Diseases or infestations affecting trees, plants or vegetation on or near the property.		✓		
2. Operational sprinklers on the property:				
a. If yes, are they automatic operated.	✓			
b. If yes, are they manually operated.	✓			
c. If yes, are there any areas with trees or vegetation not covered by the sprinkler system.		✓		
3. Past or present defects, leaks, cracks, repairs or other problems with the sprinklers, pool, spa, waterfall, pond, stream, drainage or another water-related décor including any ancillary equipment such as; pumps, filters, heaters and cleaning system even if repaired.		✓		
I. TITLE, OWNERSHIP AND LEGAL CLAIMS:				
1. Any other person or entity on title other than Sellers(s) signing this form?		✓		
2. Leases, options or claims affecting or relating to title or use of the property.		✓		
3. Past, present, pending or threatened lawsuits, settlements, mediations, arbitrations, tax liens, mechanics' liens, notice of default, bankruptcy or other court filings or government hearings affecting or relating to the property, Homeowner Association of neighborhood.		✓		

Seller's Initials (ZP)(DP) (___) (___) Buyer's Initials (___) (___) (___) (___)

ADDITIONAL PROPERTY DISCLOSURES

Seller, are you aware of:

J. GOVERNMENTAL:	YES	NO	N/A	Unknown
1. Ongoing or contemplated eminent domain, condemnation, annexation or change in zoning or general plan that applies to or could affect the property.		✓		
2. Existing or pending rent control, occupancy restrictions, improvement restrictions, retrofit requirements, building or use moratoriums that apply to or could affect the property.		✓		
3. Current or proposed bonds, assessments, or fees that do not appear on the property tax bill that apply to or could affect the property.		✓		
4. Proposed construction, reconfiguration, or closure of nearby Government facilities or amenities such as schools, parks, roadways and traffic signals.		✓		
5. Existing or proposed Government requirements affecting the property (i) that tall grass, brush or other vegetation be cleared; (ii) that restrict trees or landscaping.		✓		
6. Any protected habitat for plants, trees, animals or insects that apply to or could affect the property.		✓		
7. Whether the property is historically designated or falls within an existing or proposed Historic District.		✓		

K. MISCELLANEOUS:	YES	NO	N/A	Unknown
1. Any smoking on or around the property.		✓		
2. Is the property located above the seasonal snow line or subject to excessive snow.				✓
3. Are you aware of a death on or in the property? (While disclosure of death on a property is not required in Nevada unless caused by the property.) It is important to discuss this with your agent.		✓		
4. Reports, inspections, disclosures, warranties, maintenance recommendations, estimates studies, surveys or other documents pertaining to (i) the condition or repair of the property or any improvement on this property in the past, now or proposed; or (ii) easements, encroachments or boundary disputes affecting the property.		✓		

L. ADDITIONAL COMMENTS:	YES	NO	N/A	Unknown
1. Any past or present known material facts or other significant items affecting the value or desirability of the property not otherwise disclosed to Buyer in any previous questions. EXPLAIN:		✓		

Seller's Initials (RS) (JK) (___) (___) Buyer's Initials (___) (___) (___) (___)

ADDITIONAL PROPERTY DISCLOSURES

Seller, provide additional information below to disclose material and relevant facts that may affect a purchasers decision. Attach additional documentation as needed.

— NONE —

Ross D Erdody Family Trust		10/28/2024
Seller name:	**Signature:**	**Date:**
Deborah R Erdody Family Trust	Deborah R Erdody	10/28/2024
Seller name:	**Signature:**	**Date:**
Seller name:	**Signature:**	**Date:**
Seller name:	**Signature:**	**Date:**

Buyer, requests the following additional information or inspections:

Buyer acknowledges that a copy of this request was provided to the Seller and/or listing agent and that the Seller has or has not completed the above requested information. By signing below, Buyer acknowledges that they have read, understand and received this advisory and disclosure.

Buyer name:	**Signature:**	**Date:**
Buyer name:	**Signature:**	**Date:**
Buyer name:	**Signature:**	**Date:**
Buyer name:	**Signature:**	**Date:**

Seller's Initials (RD) (DE) (___) (___) Buyer's Initials (___) (___) (___) (___)