



Department of Commerce

Division of Real Estate & Professional Licensing



# AGENCY DISCLOSURE STATEMENT

The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 13911 Highlandview Avenue Cleveland OH 44135

Buyer(s) Jacqueline Danicki

Seller(s) Dilli Ram Nepal

## I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Dorian Williams/Next Step Homes Group and KW - Citywide

The seller will be represented by Rakesh Baniya, and Realty Trust Services LLC

## II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage represent both the buyer and the seller, check the following relationship that will apply:

- Agent(s) work(s) for the buyer and Agent(s) work(s) for the seller. Unless personally involved in the transaction, the principal broker and managers will be "dual agents," which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents and will be working for both the buyer and seller as "dual agents." Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. If such a relationship does exist, explain:

## III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) and real estate brokerage will

- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. If such a relationship does exist, explain:
represent only the (check one) seller or buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

## CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

Signature: Jacqueline Danicki, Date: 07/13/22 6:55 PM EDT

Signature: Dilli Ram Nepal, Date: 08/16/22 1:44 PM EDT

BUYER/TENANT

DATE

SELLER/LANDLORD

DATE

# DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

**As a dual agent, the agent(s) and brokerage shall:**

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

**As a dual agent, the agent(s) and brokerage shall not:**

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

**Compensation:** Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

**Management Level Licensees:** Generally, the principal broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the principal broker and manager are dual agents. There are two exceptions to this. The first is where the principal broker or manager is personally representing one of the parties. The second is where the principal broker or manager is selling or buying his own real estate. These exceptions only apply if there is another principal broker or manager to supervise the other agent involved in the transaction.

**Responsibilities of the Parties:** The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. **IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.**

**Consent:** By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to: attorney or to:

Ohio Department of Commerce  
Division of Real Estate & Professional Licensing  
77 S. High Street, 20<sup>th</sup> Floor  
Columbus, OH 43215-6133  
(614) 466-4100



**Department  
of Commerce**

Division of Real Estate  
& Professional Licensing



**ADDENDUM:** \_\_\_\_\_ .

This is an Addendum to the Purchase Agreement dated 07/14/2022 \_\_\_\_\_, \_\_\_\_\_.

for the purchase and sale of the Property known as (Street Address) \_\_\_\_\_

13911 Highlandview Ave \_\_\_\_\_, (City) Cleveland, OH 44135 \_\_\_\_\_, Ohio

between Jacqueline Danicki \_\_\_\_\_ (“BUYER”)

and Dilli Ram Nepal \_\_\_\_\_ (“SELLER”)

**The following is hereby mutually agreed upon by said BUYERS and the SELLERS:**

Seller is to contribute 3K towards buyers closing costs, prepaid and points.

*Jacqueline Danicki*  
BUYER  
DATE

dotloop verified  
07/19/22 12:40 PM  
EDT  
6LPM-JYUJ-UVTP-ZSSA

\_\_\_\_\_  
SELLER  
DATE

\_\_\_\_\_  
BUYER  
DATE

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
DATE





### AMENDMENT TO PURCHASE AGREEMENT AND REMOVAL OF CONTINGENCIES

This is an Amendment to the real estate purchase agreement between Jacqueline Danicki (BUYER) and Dilli Ram Nepal (SELLER) for 13911 Highlandview Ave Cleveland, 44135 Ohio (the "Property") dated 07/14/2022 (the "Agreement").

**INSPECTION CONTINGENCIES:** The parties hereby agree as follows as in respect to inspection contingencies:

- |                             |   |   |
|-----------------------------|---|---|
| General Home                | <input checked="" type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below |
| Septic                      | <input type="checkbox"/> Removed            | <input type="checkbox"/> Removed subject to conditions listed below |
| Water Potability            | <input type="checkbox"/> Removed            | <input type="checkbox"/> Removed subject to conditions listed below |
| Well Flow Rate              | <input type="checkbox"/> Removed            | <input type="checkbox"/> Removed subject to conditions listed below |
| Radon                       | <input type="checkbox"/> Removed            | <input type="checkbox"/> Removed subject to conditions listed below |
| Mold                        | <input type="checkbox"/> Removed            | <input type="checkbox"/> Removed subject to conditions listed below |
| Other(s)(specify)           | <input type="checkbox"/> Removed            | <input type="checkbox"/> Removed subject to conditions listed below |
| _____                       | <input type="checkbox"/> Removed            | <input type="checkbox"/> Removed subject to conditions listed below |
| _____                       | <input type="checkbox"/> Removed            | <input type="checkbox"/> Removed subject to conditions listed below |
| Pest/Wood Destroying Insect | <input type="checkbox"/> Removed            | <input type="checkbox"/> Removed subject to conditions listed below |
| Lead-Based Paint            | <input type="checkbox"/> Removed            | <input type="checkbox"/> Removed subject to conditions listed below |

Condition(s) (attach additional pages if necessary):

Please see attached addendum.

All other terms and conditions of the Agreement shall remain in full force and effect.

*Jacqueline Danicki*  
BUYER  
dotloop verified  
07/19/22 1:05 PM EDT  
8ZE9-INPI-GRF9-YEEN  
DATE

*Dilli Ram Nepal*  
SELLER  
dotloop verified  
07/20/22 2:12 PM EDT  
91AJ-CN5Q-XLA1-LVCU  
DATE

\_\_\_\_\_  
BUYER DATE

\_\_\_\_\_  
SELLER DATE

**WALK THROUGH AND REVIEW OF REPAIRS:** (Initial the appropriate section)

\_\_\_\_\_/\_\_\_\_\_  
BUYER waives the right to Walk Through the Property as provided in the Agreement and hereby accepts the Property in its AS IS condition, including as to any repairs made at BUYER'S request in connection with conditional removal of BUYER'S inspection contingencies.

\_\_\_\_\_/\_\_\_\_\_  
BUYER has completed BUYER'S Walk Through of the Property and hereby acknowledges and agrees that (a) there is no material adverse change in the Property's condition; and (b) all repairs and conditions requested by BUYER to be addressed in connection with conditional removal of BUYER'S inspection contingencies, if any, have been completed and are accepted by BUYER and are therefore deemed to be satisfied and waived.

All other terms and conditions of the Agreement shall remain in full force and effect.

\_\_\_\_\_  
BUYER DATE

\_\_\_\_\_  
SELLER DATE

\_\_\_\_\_  
BUYER DATE

\_\_\_\_\_  
SELLER DATE

**ADDENDUM:** \_\_\_\_\_ .

This is an Addendum to the Purchase Agreement dated 07/14/2022 \_\_\_\_\_, \_\_\_\_\_.

for the purchase and sale of the Property known as (Street Address) \_\_\_\_\_

13911 Highlandview Ave \_\_\_\_\_, (City) Cleveland, OH 44135 \_\_\_\_\_, Ohio

between Jacqueline Danicki \_\_\_\_\_ (“BUYER”)

and Dilli Ram Nepal \_\_\_\_\_ (“SELLER”)

**The following is hereby mutually agreed upon by said BUYERS and the SELLERS:**

Seller is to contribute 3K towards buyers closing costs, prepaid and points.

[Empty rectangular box for additional terms or signatures]

*Jacqueline Danicki*  
dotloop verified  
07/19/22 12:40 PM  
EDT  
6LFM-JYUJ-UVTP-ZSSA

BUYER

DATE

*Dilli Ram Nepal*  
dotloop verified  
07/20/22 2:00 PM EDT  
YMPZ-JBXG-ZTAI-YKEO

SELLER

DATE

\_\_\_\_\_  
BUYER DATE

\_\_\_\_\_  
SELLER DATE





### AMENDMENT TO PURCHASE AGREEMENT AND REMOVAL OF CONTINGENCIES

This is an Amendment to the real estate purchase agreement between Jacqueline Danicki (BUYER) and Dilli Ram Nepal (SELLER) for 13911 Highlandview Ave Cleveland, 44135 Ohio (the "Property") dated 07/14/2022 (the "Agreement").

**INSPECTION CONTINGENCIES:** The parties hereby agree as follows as in respect to inspection contingencies:

- |                             |                                  |  |
|-----------------------------|----------------------------------|--|
| General Home                | <input type="checkbox"/> Removed | <input checked="" type="checkbox"/> Removed subject to conditions listed below |
| Septic                      | <input type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below            |
| Water Potability            | <input type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below            |
| Well Flow Rate              | <input type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below            |
| Radon                       | <input type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below            |
| Mold                        | <input type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below            |
| Other(s)(specify)           | <input type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below            |
| _____                       | <input type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below            |
| _____                       | <input type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below            |
| Pest/Wood Destroying Insect | <input type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below            |
| Lead-Based Paint            | <input type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below            |

Condition(s) (attach additional pages if necessary):

Seller is to  
-Have professional exterminator assess and treat roaches to remove infestation (#1)  
-Have a licensed plumber evaluate and make repairs as necessary fix leaks found in the basement (#44-47)  
-Have licensed electrician repair all electrical items #27-38  
-Replace old smoke dectectors and install missing carbon monoxide detectors (#40)  
-All receipts and proof of work done is to be provided to buyers agent prior to final walkthrough.

*Jacqueline Danicki* dotloop verified  
07/18/22 10:04 PM EDT  
HZSQ-6GEY-11QY-IMPN

BUYER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_

**WALK THROUGH AND REVIEW OF REPAIRS:** (Initial the appropriate section)

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ BUYER waives the right to Walk Through the Property as provided in the Agreement and hereby accepts the Property in its AS IS condition, including as to any repairs made at BUYER'S request in connection with conditional removal of BUYER'S inspection contingencies.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ BUYER has completed BUYER'S Walk Through of the Property and hereby acknowledges and agrees that (a) there is no material adverse change in the Property's condition; and (b) all repairs and conditions requested by BUYER to be addressed in connection with conditional removal of BUYER'S inspection contingencies, if any, have been completed and are accepted by BUYER and are therefore deemed to be satisfied and waived.

All other terms and conditions of the Agreement shall remain in full force and effect.

BUYER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_

### AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE ADDENDUM

**PROPERTY:** 13911 Highlandview Avenue Cleveland OH 44135

This is to give you notice that Semidey Holdings LLC has a business relationship with CLE Title Agency, LLC and is an equity owner of CLE Title Agency, LLC. This relationship may provide “agent” a financial or other benefit.

Additionally, Northern Title Agency, Inc. owns 51% of CLE Title Agency, LLC and **Northern Title Agency, Inc. will provide settlement services in conjunction with title services provided by CLE Title Agency, LLC** in the event the lender does not act as the settlement agent. As a result of this relationship, Northern Title Agency, Inc. may receive a financial or other benefit.

You are NOT required to use the listed providers as a condition for the sale/purchase or refinance of the subject property. There are other settlement and title service providers available with similar services. You are free to shop around to determine that you are receiving the best services and the best rate for these services.

Set for the below are the estimated charges or range of charges for settlement services and title fees.

|                          |                                 |
|--------------------------|---------------------------------|
| Title Insurance          | as filed with the State of Ohio |
| Title Examination        | \$350.00                        |
| Title Commitment         | \$100.00                        |
| Miscellaneous title fees | \$100.00                        |

Fees apply to residential properties only.

I/We have read this disclosure form and understand that the agent is referring me/us to purchase the above described title insurance and may receive a financial or other benefit as the result of this referral.

|                        |  |
|------------------------|--|
| <i>Dilli Ram Nepal</i> | dotloop verified<br>07/14/22 12:11 PM EDT<br>USIB-NNSW-5NRT-WJ1W |
|------------------------|--|

SELLER \_\_\_\_\_ date

|                           |   |
|---------------------------|---|
| <i>Jacqueline Danicki</i> | dotloop verified<br>07/13/22 6:55 PM EDT<br>URQX-XGYI-9P9Z-QLXY |
|---------------------------|---|

BUYER \_\_\_\_\_ date

SELLER \_\_\_\_\_ date

BUYER \_\_\_\_\_ date

## AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE NOTICE

(In Compliance with Federal Law)

To: Consumer

From: SSV Holdings LLC and Sabrina Semidey

Property: 13911 Highlandview Avenue Cleveland OH 44135

Date: 07/13/2022

This is to give you notice that SSV Holdings LLC and Sabrina Semidey is a member of Infinity Title Investors I, LLC, which has a business relationship with Infinity Title Solutions. Infinity Title Investors I, LLC owns 49.9% of the limited liability company membership interests of Infinity Title Solutions, and SSV Holdings LLC and Sabrina Semidey owns less than ten percent (10%) of the limited liability company membership interests of Infinity Title Investors I, LLC. Because of this relationship, this referral may provide a financial or other benefit to Infinity Title Investors I, LLC and /or SSV Holdings LLC and Sabrina Semidey.

Set forth below are the estimated charges or range of charges by Infinity Title Solutions for the settlement services listed. You are NOT required to use Infinity Title Solutions as a condition for the purchase, sale or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

| <b>Title Insurance Premium:</b> | <b>State Regulated</b> |
|---------------------------------|------------------------|
| Endorsement to Loan Policy:     | \$30 - \$350           |
| Title Commitment Fee:           | \$50 - \$100           |
| Title Exam Fee:                 | \$125 - \$375          |
| Settlement Fee:                 | \$100 - \$350          |
| Recording Fee:                  | \$28 - \$250           |
| Contract Closer Fee:            | \$75                   |

I/We have read this disclosure form and understand that SSV Holdings LLC and Sabrina Semidey is referring me/us to purchase the above-described settlement services from Infinity Title Solutions and may receive a financial or other benefit as a result of this referral.

*Jacqueline Danicki*
dotloop verified  
07/13/22 6:55 PM EDT  
QF6j-LD6P-WLMG-ADYW

Purchaser/Borrower \_\_\_\_\_ Date \_\_\_\_\_

*Dilli Ram Nepal*
dotloop verified  
07/14/22 12:11 PM EDT  
WBT3-ILIX-LOQ7-LW6M

Seller \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Purchaser/Borrower \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Seller \_\_\_\_\_ Date \_\_\_\_\_





**LICENSEE AND DESIGNATION FORM & THIRD PARTY AUTHORIZATION**

Jacqueline Danicki the undersigned client(s) hereby authorize: (all of the current Next Step Homes Group team members)

Sabrina R Semidey - Team Lead / Realtor

Ashley M Vallejo - Transaction Coordinator

Jonathan Burgos - Realtor

Sean Oversteet - Realtor

Melissa Martinez - Realtor

Dorian Williams - Realtor

Megan Gordon - Realtor

Veronica Thomas - Realtor

Jullian Vaughn - Realtor

**\*\*ALL transactions are to be filed under: Sabrina Semidey / Next Step Homes Group (SAL.2015003258) per MLS Now\*\***

Keller Williams Citywide realtors of the Next Step Homes Group act on the clients behalf as an additional designate licensee pursuant to clients agreement dated: 07/13/2022

All other terms and conditions of the agreement shall remain in full force and effect with respect to each and every designated licensee involved.

Buyer:

Jacqueline Danicki dotloop verified 07/13/22 6:55 PM EDT SIFV-LYDT-QSTR-ZXQG

Date:

Seller:

Dilli Ram Nepal dotloop verified 07/14/22 12:11 PM EDT IKFI-G7JQ-EGVT-HLFI

Date:



### OFFER TO PURCHASE REAL ESTATE AND ACCEPTANCE

This is a legally binding agreement. Consult with your independent legal counsel if you have questions of law.

1 BUYER: The undersigned Jacqueline Danicki ("BUYER") offers to buy  
2 the following described property located at: 13911 Highlandview Ave, Cleveland, OH 44135  
3 \_\_\_\_\_, Ohio (the "Property"). Permanent Parcel No. 022-25-053

4 The Property, which BUYER accepts in its "AS IS" present physical condition, including any latent defects, shall include the  
5 land, all appurtenant rights, privileges and easements, and all buildings and fixtures, including those presently on the Property:  
6 all electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds, awnings, screens, storm windows,  
7 curtain and drapery fixtures; all landscaping, disposal, smoke detectors, garage door opener(s) and all controls; and all  
8 permanently attached carpeting. The following items shall also remain:  satellite dish;  range/oven;  microwave;  kitchen  
9 refrigerator;  dishwasher;  washer;  dryer;  radiator covers;  window air conditioner;  gas grill;  fireplace tools;  screen;  
10  glass doors;  fireplace grates;  all existing window treatments;  ceiling fan(s);  wood burner stove inserts;  gas logs;  
11  central air conditioning systems and condensers; and  water softener. Unless specified herein, fixtures (permanently affixed  
12 to the Property) are presumed to be conveyed to BUYER. This Agreement supersedes any representations in the marketing of  
13 the Property, including the MLS.

14 Also included: \_\_\_\_\_  
15

16 Not included: \_\_\_\_\_

17 **SECONDARY OFFER:** This  is  is not a secondary offer. This secondary offer, if applicable, will become a primary contract  
18 upon BUYER'S receipt of a signed copy of the release of the primary contract on or before \_\_\_\_\_. BUYER  
19 shall have the right to terminate this secondary contract at any time prior to BUYER'S receipt of the release of the primary contract  
20 by delivering written notice to SELLER or SELLER'S agent. BUYER shall deposit earnest money within four (4) days from the  
21 date of receipt of the release notifying BUYER that BUYER's contract is primary.

22 This offer is open for acceptance, as hereinafter defined, by SELLER on or before 6 pm on 07/15/2022.

23 **PRICE:** BUYER shall pay the sum of \$ 145,000 See Escalation Clause  
24 payable as follows: \_\_\_\_\_  
25

26 **Earnest Money** to be deposited in a non-interest-bearing trust  
27 account with the Escrow Agent within four (4)  
28 days from the date of Acceptance, as defined herein, and  
29 credited against purchase price: \$ 1000  
30

31  wired funds to Escrow Agent  
32  check to be made payable to Escrow Agent  
33  note to be redeemed within four (4) days after Acceptance

34 Cash down payment to be deposited with Escrow Agent \$ 5%  
35

36 Mortgage loan to be obtained by BUYER (specified below): \$ Remainder  
37

38  CONVENTIONAL  FHA  VA  CASH  OTHER \_\_\_\_\_  
39

40 The parties hereby direct the Escrow Agent to confirm receipt of Earnest Money by delivering written notice to the parties' real  
41 estate agent(s) or to a party directly if they are not represented. NOTE: Ohio law requires deposits to an Escrow Agent (earnest  
42 money and/or down payment) in excess of \$10,000 to be conveyed by wire transfer.  
43

44 **ELECTRONIC DATA SECURITY:** Broker, its agents and employees will never request a party to wire funds or to supply personal  
45 financial data, including without limitation credit or debit card or bank account numbers. The parties agree to independently  
46 confirm any communications instructions, including for transfer or deposit, directly with Escrow Agent identified herein. The parties  
47 hereby release all brokers and agents involved in this transaction from any and all claims, damages, and causes of action related  
48 to any unlawful electronic data security access by a third party.  
49

50 **FINANCING:** This offer is conditioned upon BUYER making a written application for the above mortgage loan within 5  
51 days after Acceptance and using good faith efforts to obtain a written commitment for that loan on or about  
52

07/19/2022

If BUYER does not timely obtain a written commitment, then this Agreement shall be null and void, and the parties agree to sign a mutual release authorizing the Earnest Money to be returned BUYER. In the event of a dispute regarding Earnest Money, the Escrow Agent is required by Ohio law to maintain it in its trust account until the Escrow Agent received (a) written mutual authorization of both parties specifying disbursement; or (b) a court order directing disbursement.

**CLOSING:** All funds and documents necessary for completion of this Agreement shall be placed in escrow with the lending institution or Infinity Title (the "Escrow Agent") on or before 08/12/2022 and title shall be transferred on or about 08/12/2022.

**WALK THROUGH:** BUYER and SELLER agree that BUYER may walk through the Property on or about 1-3 day(s) prior to title transfer solely to verify it is in the same or similar condition, absent normal wear and tear, that it was at the time of Acceptance. BUYER acknowledges and agrees BUYER may not raise any issues about the Property's condition at walk through if the condition existed when BUYER viewed or inspected it. If the walk through evidences a material adverse change in the Property's condition, BUYER shall promptly notify SELLER and Escrow Agent in writing. Thereafter, the parties shall mutually agree in writing upon an amount to be either: (1) held in escrow from SELLER'S proceeds pending correction of the material adverse change; or (2) credited to BUYER through escrow at the time of title transfer.

**POSSESSION:** SELLER shall deliver possession and occupancy to BUYER on or before 6:00 p.m. 0 day(s) after recording of the Deed or 08/12/2022, whichever is later. BUYER shall transfer utilities commencing on the date of possession.

**TITLE:** SELLER shall convey marketable title to BUYER by general warranty deed and/or fiduciary deed, if required, with release of dower, free and clear of all liens and encumbrances whatsoever, except (a) any mortgage assumed by BUYER; b) such restrictions, conditions, easements (however created) and encroachments as do not materially adversely affect the use or value of the Property; c) zoning ordinances, if any; and d) taxes and assessments, both general and special, not yet due and payable. SELLER shall furnish an Owner's Fee Policy of Title Insurance from the Escrow Agent for the purchase price with cost of the insuring premium split equally between SELLER and BUYER. SELLER shall have thirty (30) days after written notice to remove title defects. If unable to do so, BUYER may either: a) accept title subject to each defect without reduction in the purchase price; or b) terminate this Agreement. If BUYER elects to terminate this Agreement, the parties agree to sign a mutual release authorizing the Earnest Money to be returned to BUYER.

**PRORATIONS:** Tenant security deposits, if any, shall be credited to BUYER through escrow. Rents, if any, taxes and assessments, and homeowners association fees and assessments, if any, shall be prorated by Escrow Agent as of the date of recording of the Deed. Taxes and assessments shall be prorated based upon the latest available tax duplicate. The parties agree to consult with the Escrow Agent and/or county auditor's office about the status of the Property taxes as the latest available tax duplicate may not accurately reflect the amount of taxes owed. The parties agree to adjust directly any changes in proration when the tax duplicate for the calendar year of closing becomes available. If the Property is new construction and recently completed or in the process of completion at the time of the Agreement, then the Escrow Agent shall make a good faith estimate of taxes to be owed on the value of the improved Property to the date of title transfer and shall reserve sufficient funds in escrow from SELLER'S net proceeds to pay those taxes when they become due and payable after title transfer. Escrow Agent is instructed to release the balance of the funds on reserve upon notice from the county auditor that the taxes on the land and improvements have been paid in full to the date of title transfer. Escrow Agent shall withhold \$200 from SELLER to secure payment of final water and sewer charges, if any, and then either pay said charges or verify SELLER'S payment of them and remit any balance to SELLER. If the Property is deemed subject to any agricultural tax recoupment (C.A.U.V.), BUYER SELLER agrees to pay the amount of such recoupment.

**CHARGES/ESCROW INSTRUCTIONS:** This Agreement shall be used as escrow instructions subject to the Escrow Agent's standard conditions of acceptance that are not inconsistent with this Agreement. SELLER shall pay the following costs through escrow: a) real estate transfer tax; b) any amount required to discharge any mortgage, lien or encumbrance not assumed by BUYER; c) title exam and one-half the cost of insuring premium for Owners Fee Policy of Title Insurance; d) prorations due BUYER; e) Broker's commissions; f) one-half of the escrow; and g) other \_\_\_\_\_ (unless VA/FHA regulations prohibit payment of escrow fees by BUYER, in which case SELLER shall pay the entire escrow fee). SELLER shall pay directly all utility charges to the date of title transfer or date of possession, whichever is later. Tenant security deposits, if any, shall be credited in escrow to BUYER.


BUYER shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow fee; b) one-half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the deed and any mortgage; and d) other A Commission of \$325 if buyer is by Next Step Homes Group.

BUYER acknowledges the availability of a limited home warranty with a deductible paid by BUYER which will will not be provided from \_\_\_\_\_ at a cost of \$\_\_\_\_\_, and which shall be charged to SELLER BUYER through escrow at title transfer. The parties acknowledge that the limited home warranty does not cover pre-existing defects in the Property and that Broker may receive a fee from the warranty provider.

**INSPECTION:** This Agreement shall be subject to the inspection(s) elected below, which shall be conducted by an independent professional inspector of BUYER'S choice within the specified number of days from the date of Acceptance, as herein defined.

118 BUYER acknowledges that waiver of any inspection or evaluation of the Property is against the advice of BUYER'S broker and  
119 agents. BUYER acknowledges and agrees (a) real property may have defects and conditions, including those which are not  
120 readily apparent; (b) BUYER is exclusively responsible for personally inspecting and evaluating the Property, including its  
121 condition and systems, as well as retaining independent professionals to do so on BUYER'S behalf; (c) BUYER shall directly  
122 consult public records and local and county government about the Property, including without limitation as to BUYER'S intended  
123 use; (d) BUYER shall carefully review SELLER's representations and disclosures and inquire of SELLER if BUYER has questions  
124 or concerns. BUYER agrees to hold the broker(s) and agents involved in this Agreement harmless from any and all claims,  
125 actions, injuries or damages relating to the Property after title transfer. **NOTE:** Inspections required by any state, county, local  
126 government, and/or VA/FHA, including the FHA appraisal, do not replace the need for BUYER'S own inspections.

| CHOICE   | INSPECTION       |              | EXPENSE                             |                          |
|--|------------------|--------------|-------------------------------------|--------------------------|
|  |                  |              | BUYER                               | SELLER                   |
| 129 Yes No   |                  |              |                                     |                          |
| 130 <input checked="" type="checkbox"/> <input type="checkbox"/> | GENERAL HOME     | 7 _____ days | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 131 <input type="checkbox"/> <input checked="" type="checkbox"/> | SEPTIC SYSTEM    | _____ days   | <input type="checkbox"/>            | <input type="checkbox"/> |
| 132 <input type="checkbox"/> <input checked="" type="checkbox"/> | WATER POTABILITY | _____ days   | <input type="checkbox"/>            | <input type="checkbox"/> |
| 133 <input type="checkbox"/> <input checked="" type="checkbox"/> | WELL FLOW RATE   | _____ days   | <input type="checkbox"/>            | <input type="checkbox"/> |
| 134 <input type="checkbox"/> <input checked="" type="checkbox"/> | RADON            | _____ days   | <input type="checkbox"/>            | <input type="checkbox"/> |
| 135 <input type="checkbox"/> <input checked="" type="checkbox"/> | OTHER            | _____ days   | <input type="checkbox"/>            | <input type="checkbox"/> |
| 136  | (specify)        |              |                                     |                          |

137  
138  
139 **WAIVER:**  (initials) BUYER expressly waives each and every professional inspection above to which BUYER  
140 has not indicated "YES." BUYER's failure to perform any elected inspection shall be deemed a waiver of such inspection and  
141 absolute acceptance of the Property by BUYER in its "AS IS" condition.

142  
143 **Within three (3) days after completion of the last inspection elected above,** BUYER shall choose one of the following options:  
144 (a) remove the inspection contingency and accept the Property in its "AS IS" condition; (b) accept the Property subject to  
145 SELLER's agreement to repair specific conditions or defects that have been identified in a written inspection report by a  
146 professional contractor at SELLER'S expense; or (c) terminate this AGREEMENT if written inspection report(s) identify material  
147 latent defects not previously disclosed in writing by SELLER and/or any Broker or agent.


148  
149 If the Property is accepted in its "AS IS" present physical condition, BUYER shall sign an Amendment to Purchase Agreement  
150 removing the inspection contingencies and this Agreement will proceed in full force and effect. If the Property is accepted subject  
151 to SELLER repairing specific defects, BUYER shall provide to SELLER a copy of the inspection report(s) and sign an Amendment  
152 to Purchase Agreement removing the inspection contingency and identifying the defects which are to be repaired. SELLER and  
153 BUYER shall have three (3) days from SELLER'S receipt of the written list of defects and the inspection report(s) to agree in  
154 writing which defects, if any, will be corrected at SELLER'S expense. If a written Agreement is not signed by both parties within  
155 those three (3) days, then this Agreement shall be null and void and SELLER and BUYER agree to sign a mutual release. If  
156 BUYER elects to terminate this Agreement based upon newly discovered material latent defects in the Property, then BUYER  
157 shall provide a copy of the written inspection report to SELLER and both parties agree to promptly sign a mutual release. Upon  
158 signing of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned to BUYER and the parties and  
159 the brokers and agents involved in this Agreement shall have no further liability to one another.

160  
161 The parties may agree in writing to extend dates for inspections, repairs, or the deadline for exercising their right to terminate the  
162 Agreement. SELLER shall provide reasonable access to the Property for review of any repairs made by SELLER.

163  
164 Yes No  
165   **PEST/WOOD DESTROYING INSECTS:** An inspection of all structures on the Property shall be made by a  
166 professional inspector or exterminating agency of  BUYER'S or  SELLER'S choice at  BUYER'S  SELLER'S expense and  
167 such agency's written report shall be made available to BUYER before closing. If such report shows existing infestation or damage  
168 by pests, termites or wood destroying insects, treatment of the condition shall be made by a licensed exterminating agency which  
169 shall furnish a certificate of guarantee for a period of at least one year in the case of termites and a certificate of guarantee for a  
170 period of at least sixty (60) days in the case of wood destroying insects. All repairs and treatment expense shall be paid by   
171 BUYER  SELLER (unless FHA/VA regulations prohibit payment by BUYER, in which case SELLER shall pay the cost.) This  
172 Agreement may be terminated by the party paying for the repair and treatment if the cost exceeds \$500.00.

173  
174 Yes No  
175   **LEAD BASED PAINT:** BUYER shall have the right to have a risk assessment or inspection of the Property by  
176 a qualified inspector, for the presence of lead-based paint and/or lead based paint hazards at BUYER'S expense within ten (10)  
177 days after formation of a binding AGREEMENT. **See EPA pamphlet "Protect Your Family from Lead in Your Home" for**  
178 **important information.** In the event existing deficiencies or corrections are identified by the inspector in a written report, then  
179 BUYER shall have the right to terminate the Agreement or request that SELLER repair the specific existing deficiencies noted on  
180 the written inspection report. In that event, BUYER agrees to immediately provide SELLER with a copy of the written inspection  
181 and/or risk assessment report. Upon receipt of the inspection report and BUYER'S request of repairs, SELLER will have the  
182 option to either agree to correct the deficiencies identified in the inspector's written report or decline to do any repairs. If SELLER


183 elects to correct the deficiencies, SELLER agrees to provide to BUYER prior to title transfer with a certificate from a qualified risk  
184 assessor or inspector demonstrating that the deficiencies have been remedied. If SELLER declines to correct the deficiencies,  
185 BUYER may elect to terminate the Agreement or accept the Property in its "AS IS" condition. BUYER may remove this right of  
186 inspection at any time without SELLER'S consent.

187  
188 BUYER  has  (BUYER'S initials) received a copy of the EPA pamphlet entitled "PROTECT YOUR FAMILY FROM  
189 LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD BASED PAINT HAZARDS."

190  
191 BUYER  HAS NOT \_\_\_\_\_ (BUYER'S initials) received a copy of the EPA pamphlet entitled "PROTECT YOUR FAMILY  
192 FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT  
193 HAZARDS (disclosure form)." This offer is subject to the SELLER completing the disclosure form and BUYER'S review and  
194 approval of the information contained on the disclosure form within \_\_\_\_\_ days from receipt.

195  
196 **MEGAN'S LAW:** SELLER represents that SELLER has disclosed to BUYER all notices received from the local sheriff pursuant  
197 to Ohio's sex offender notification law. BUYER acknowledges that such information may no longer be accurate and agrees to  
198 inquire directly with the local sheriff's office or the Ohio Attorney General's office about sex offender registration.

199  
200 **CONDITION OF PROPERTY:** BUYER has examined the Property and agrees that the Property is being purchased in its "AS  
201 IS" PRESENT PHYSICAL CONDITION, including any latent defects and defects disclosed by the SELLER on the State of Ohio  
202 Residential Property Disclosure Form. SELLER agrees to notify BUYER in writing of any additional defects or disclosure items  
203 that arise between the date of Acceptance and the date of recording of the deed.

204  
205 BUYER  HAS  (BUYER'S initials) received SELLER's Ohio Residential Property Disclosure Form prior to  
206 signing this offer. 07/13/22 6:56 PM EDT dotloop verified

207  
208 BUYER  HAS NOT \_\_\_\_\_ (BUYER'S initials) received SELLER's Ohio Residential Property Disclosure Form and  
209 this offer is subject to BUYER'S review and approval of SELLER's Ohio Residential Property Disclosure Form within \_\_\_\_\_  
210 days from BUYER's receipt.

211  
212 SELLER shall pay all costs for the repair of any gas line leak found between the street and foundation at the time of transfer of  
213 utilities. SELLER shall comply with any and all governmental point of sale laws and/or ordinances. SELLER represents that  
214 SELLER has not received any notices from government agencies about building code and/or health and safety violations except  
215 as disclosed by SELLER. If applicable, BUYER and SELLER shall have 10 days after receipt by BUYER of all notices to  
216 agree in writing which party will be responsible for the correction of any building code or health violation(s). If BUYER and SELLER  
217 cannot agree in writing in that time period, this Agreement may be declared null and void by either party.

218  
219 **REPRESENTATIONS AND DISCLAIMERS:** The parties agree that SELLER has completed the Ohio Residential Property  
220 Disclosure Form and otherwise disclosed all about material conditions and defects affecting the Property. The parties hereby  
221 agree to release and to indemnify and hold the Broker(s) and their agents harmless from any and all claims, actions, injuries or  
222 damages relating to the Property, including any misrepresentations or omissions of SELLER. BUYER acknowledges and agrees  
223 that the Broker(s) and agents do not verify or investigate SELLER'S disclosures, including those made on the Ohio Residential  
224 Property Disclosure. BUYER has not relied on any verbal or written representation of any broker or agent about the Property,  
225 including without limitation its features, characteristics, improvements, fitness, use, value, or condition, square footage, zoning,  
226 lot dimensions, mold, structure, soils, homeowners' fees, public and private assessments, utilities, taxes, or special assessments  
227 except as listed below: (BUYER must specify:)

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229  
230  
231 **DAMAGE:** If improvements to the Property are destroyed or damaged in excess of ten percent (10%) of the purchase price  
232 before title transfer, then BUYER may either accept the insurance proceeds for said damage and complete this transaction or  
233 terminate this Agreement and receive the return of all deposits made. If such damage is less than ten percent of the purchase  
234 price, then SELLER shall restore the Property to its prior condition.

235  
236 **BINDING AGREEMENT:** For purposes of this Agreement, "Days" shall be defined as calendar days. "Acceptance" shall occur  
237 when the latter of the parties signs this Agreement without making material change and then delivers either written or verbal  
238 notice of such signature(s) to the other party or that party's agent. It is agreed and understood that the brokers and agents in  
239 this transaction do not have authority to bind buyer or seller to the purchase or sale of the Property. Upon Acceptance, this offer  
240 and all attachments and addenda, shall become an Agreement binding on the parties, their heirs, executors, administrators, and  
241 assigns. The terms, covenants, conditions, and provisions of this Agreement to be performed by SELLER shall survive delivery  
242 and recording of the Deed. THIS IS A LEGALLY BINDING AGREEMENT. PARTIES SHOULD DIRECT QUESTIONS ABOUT  
243 IT TO THEIR INDEPENDENT LEGAL COUNSEL.

244  
245 **ADDENDA AND RELATED DOCUMENTS:**  State of Ohio Agency Disclosure Form  Ohio Residential Property Disclosure  
246  VA Financing Addendum  FHA Financing Addendum  FHA Notice "For Your Protection, Get a Home Inspection"

247  Condominium Addendum  House Sale Contingency Addendum  House Sale Concurrency Addendum  Lead Based Paint  
248 Addendum

249  Other Team Authorization, ABA, Escalation Clause

250 The terms and conditions of any addenda supersede any conflicting terms of the Agreement.

251 

|   |  |                        |
|---|--|------------------------|
| <i>Jacqueline Danicki</i><br><small>dotloop verified<br/>07/13/22 6:56 PM EDT<br/>1GWW-VJE4-SNCU-NGX1</small> |  | Jdanicki5225@gmail.com |
|---|--|------------------------|

  
252 (BUYER) Date (ADDRESS AND ZIP CODE) (E-MAIL ADDRESS)  
253

254  
255  
256 

|  |  |  |
|--|--|--|
|  |  |  |
|--|--|--|

  
257 (BUYER) Date (TELEPHONE) (E-MAIL ADDRESS)  
258  
259

260 **EARNEST MONEY DEPOSIT RECEIPT:** In the event that BUYER is not making Earnest Money deposit directly to Escrow  
261 Agent, receipt is hereby acknowledged of a  check payable to Escrow Agent for the earnest money; (OR)  note for Earnest  
262 Money.

263 By: Sabrina Semidey/Next Step Homes Group Office: Keller Williams Citywide Phone: 440.892.2211  
264  
265

266 **ACCEPTANCE:** SELLER accepts the above offer and irrevocably instructs the Escrow Agent to pay from SELLER'S proceeds  
267 a commission of PER MLS percent (3/2 Through %) of the purchase price to  
268 Broker at (address) 2001 Crocker Road #200 Westlake OH 44145 and  
269 percent ( %) of the purchase price to  
270 (cooperating broker, if any, at the following address)  
271

272 

|   |   |  |
|---|---|--|
| <i>Dilli Ram Nepal</i><br><small>dotloop verified<br/>07/14/22 12:11 PM EDT<br/>XCBE-B7S1-A7PO-K15F</small> | 13911 Highlandview Ave, Cleveland,<br>Oh, 44135 |  |
|---|---|--|

  
273 (SELLER) Date (ADDRESS AND ZIP CODE) (E-MAIL ADDRESS)  
274

275  
276  
277 (SELLER) Date (TELEPHONE) (E-MAIL ADDRESS)  
278

279 The following information is provided for multiple listing services use and will be completed by the Broker(s) or their agents and  
280 is not part of the terms of the Agreement.

281  
282 

|  |   |
|--|---|
| <u>Rakesh Baniya</u>   | <u>2019007609</u>                           |
| (Listing agent name)   | (Listing agent license #)                   |
| <u>Realty Trust Services LLC</u>                               | <u>9165</u>                                 |
| (Listing broker name)  | (Listing broker office #)                   |
| <u>Sabrina Semidey/Next Step Homes Group</u>                   | <u>2015003258</u>                           |
| (Selling agent name)   | (Selling agent license #)                   |
| <u>Crocker Realty Group, LLC dba Keller Williams Citywide</u>  | <u>2847</u>                                 |
| <u>Crocker Realty Group, LLC, dba Keller Williams CityWide</u> | <u>2006002465 (Selling broker office #)</u> |

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

Property Address: 13911 Highlandview Avenue, Cleveland, OH 44135

#### Lead Warning Statement:

Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure of lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

#### Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii)  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i)  Seller has provided the buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii)  Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

#### Buyer's Acknowledgment (initial)

(c)  Buyer has received copies of all information listed above.

(d)  Buyer has received the pamphlet Protect Your Family from Lead in Your Home.

(e) Buyer has (check (i) or (ii) below):

(i)  received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii)  waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

#### Agent's Acknowledgment (initial)

(f)  Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

#### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

*Jacqueline Danicki* dotloop verified 07/13/22 6:55 PM EDT WSJO-UHJD-1FIE-LVY

BUYER DATE

BUYER DATE

*Dorian Williams* dotloop verified 07/13/22 6:38 PM EDT OWQ8-PNCH-8DFG-NZ88

AGENT DATE

*Dilli Ram Nepal* dotloop verified 06/25/22 4:32 PM EDT XZA9-UCAK-VF9D-DJU1

SELLER DATE

SELLER DATE

*Rakesh Banija* dotloop verified 06/25/22 12:13 PM PDT GNRK-BGPK-QIUI-KSCL

AGENT DATE



STATE OF OHIO  
DEPARTMENT OF COMMERCE

2013

**RESIDENTIAL PROPERTY DISCLOSURE FORM**

**Purpose of Disclosure Form:** This is a statement of certain conditions and information concerning the property actually known by the owner. An owner may or may not have lived at the property and unless the potential purchaser is informed in writing, the owner has no more information about the property than could be obtained by a careful inspection of the property by a potential purchaser. Unless the potential purchaser is otherwise informed, the owner has not conducted any inspection of generally inaccessible areas of the property. This form is required by Ohio Revised Code Section 5302.30.

**THIS FORM IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR BY ANY AGENT OR SUBAGENT REPRESENTING THE OWNER. THIS FORM IS NOT A SUBSTITUTE FOR ANY INSPECTIONS. POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN PROFESSIONAL INSPECTION(S).**

**Owner's Statement:** The statements contained in this form are made by the owner and are not the statements of the owner's agent or subagent. The statements contained in this form are provided by the owner only to potential purchasers in a transfer made by the owner. The statements are not for purchasers in any subsequent transfers. The information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law to be disclosed in the transfer of residential real estate.

**OWNER INSTRUCTIONS**

**Instructions to Owner:** (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is needed. (4) Complete this form yourself. (5) If some items do not apply to your property, write NA (not applicable). If the item to be disclosed is not within your actual knowledge, indicate Unknown.

Owner's Initials  Date \_\_\_\_\_

Owner's Initials  Date \_\_\_\_\_

Purchaser's Initials  Date \_\_\_\_\_

Purchaser's Initials  Date \_\_\_\_\_



STATE OF OHIO DEPARTMENT OF COMMERCE

RESIDENTIAL PROPERTY DISCLOSURE FORM

Pursuant to section 5302.30 of the Revised Code and rule 1301:5-6-10 of the Administrative Code.

TO BE COMPLETED BY OWNER (Please Print)

Property Address: 13911 Highlandview Avenue, Cleveland, OH 44135

Owners Name(s): Dilli Ram Nepal

Date:

Owner [checked] is [ ] is not occupying the property. If owner is occupying the property, since what date: 11/2014

If owner is not occupying the property, since what date:

THE FOLLOWING STATEMENTS OF THE OWNER ARE BASED ON OWNER'S ACTUAL KNOWLEDGE

A) WATER SUPPLY: The source of water supply to the property is (check appropriate boxes):

- Public Water Service, Private Water Service, Private Well, Shared Well, Holding Tank, Cistern, Spring, Pond, Unknown, Other

Do you know of any current leaks, backups or other material problems with the water supply system or quality of the water? [ ] Yes No [checked] If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

Is the quantity of water sufficient for your household use? (NOTE: water usage will vary from household to household) [ ] Yes [checked] No

B) SEWER SYSTEM: The nature of the sanitary sewer system servicing the property is (check appropriate boxes):

- Public Sewer, Leach Field, Unknown, Private Sewer, Aeration Tank, Other, Septic Tank, Filtration Bed

If not a public or private sewer, date of last inspection: Inspected By:

Do you know of any previous or current leaks, backups or other material problems with the sewer system servicing the property? [ ] Yes [checked] No If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

Information on the operation and maintenance of the type of sewage system serving the property is available from the department of health or the board of health of the health district in which the property is located.

C) ROOF: Do you know of any previous or current leaks or other material problems with the roof or rain gutters? [ ] Yes [checked] No If "Yes", please describe and indicate any repairs completed (but not longer than the past 5 years):

D) WATER INTRUSION: Do you know of any previous or current water leakage, water accumulation, excess moisture or other defects to the property, including but not limited to any area below grade, basement or crawl space? [ ] Yes [checked] No If "Yes", please describe and indicate any repairs completed:

Owner's Initials [ ] Date

Owner's Initials [ ] Date

Purchaser's Initials [ ] Date

Purchaser's Initials [ ] Date

Property Address 13911 Highlandview Avenue, Cleveland, OH 44135

Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding; moisture seepage; moisture condensation; ice damming; sewer overflow/backup; or leaking pipes, plumbing fixtures, or appliances?  Yes  No  
If "Yes", please describe and indicate any repairs completed: \_\_\_\_\_

Have you ever had the property inspected for mold by a qualified inspector?  Yes  No  
If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken: \_\_\_\_\_

**Purchaser is advised that every home contains mold. Some people are more sensitive to mold than others. If concerned about this issue, purchaser is encouraged to have a mold inspection done by a qualified inspector.**

**E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS):** Do you know of any **previous or current** movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?  
 Yes  No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years): \_\_\_\_\_

Do you know of any **previous or current** fire or smoke damage to the property?  Yes  No  
If "Yes", please describe and indicate any repairs completed: \_\_\_\_\_

**F) WOOD DESTROYING INSECTS/TERMITES:** Do you know of any **previous/current** presence of any wood destroying insects/termites in or on the property or any existing damage to the property caused by wood destroying insects/termites?  Yes  No  
If "Yes", please describe and indicate any inspection or treatment (but not longer than the past 5 years): \_\_\_\_\_

**G) MECHANICAL SYSTEMS:** Do you know of any **previous or current** problems or defects with the following existing mechanical systems? If your property does not have the mechanical system, mark N/A (Not Applicable).


|                             | YES                      | NO                                  | N/A                      |                               | YES                      | NO                                  | N/A                      |
|-----------------------------|--------------------------|-------------------------------------|--------------------------|-------------------------------|--------------------------|-------------------------------------|--------------------------|
| 1) Electrical               | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 8) Water softener             | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2) Plumbing (pipes)         | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | a. Is water softener leased?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3) Central heating          | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 9) Security System            | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4) Central Air conditioning | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | a. Is security system leased? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5) Sump pump                | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 10) Central vacuum            | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6) Fireplace/chimney        | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 11) Built in appliances       | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7) Lawn sprinkler           | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 12) Other mechanical systems  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |


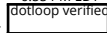
If the answer to any of the above questions is "Yes", please describe and indicate any repairs to the mechanical system (but not longer than the past 5 years). \_\_\_\_\_

**H) PRESENCE OF HAZARDOUS MATERIALS:** Do you know of the **previous or current** presence of any of the below identified hazardous materials on the property?

|   | Yes                      | No                                  | Unknown                  |
|---|--------------------------|-------------------------------------|--------------------------|
| 1) Lead-Based Paint                               | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2) Asbestos                                       | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3) Urea-Formaldehyde Foam Insulation              | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4) Radon Gas                                      | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| a. If "Yes", indicate level of gas if known _____ |                          |                                     |                          |
| 5) Other toxic or hazardous substances            | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If the answer to any of the above questions is "Yes", please describe and indicate any repairs, remediation or mitigation to the property: \_\_\_\_\_

Owner's Initials  Date \_\_\_\_\_  
Owner's Initials  Date \_\_\_\_\_

Purchaser's Initials  Date \_\_\_\_\_  
Purchaser's Initials  Date \_\_\_\_\_

Property Address 13911 Highlandview Avenue, Cleveland, OH 44135

**I) UNDERGROUND STORAGE TANKS/WELLS:** Do you know of any underground storage tanks (existing or removed), oil or natural gas wells (plugged or unplugged), or abandoned water wells on the property?  Yes  No

If "Yes", please describe: \_\_\_\_\_

Do you know of any oil, gas, or other mineral right leases on the property?  Yes  No

**Purchaser should exercise whatever due diligence purchaser deems necessary with respect to oil, gas, and other mineral rights. Information may be obtained from records contained within the recorder's office in the county where the property is located.**

**J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA:**

|  |                          |                                     |                          |
|--|--------------------------|-------------------------------------|--------------------------|
|  | Yes                      | No                                  | Unknown                  |
| Is the property located in a designated flood plain?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

**K) DRAINAGE/EROSION:** Do you know of any previous or current flooding, drainage, settling or grading or erosion problems affecting the property?  Yes  No

If "Yes", please describe and indicate any repairs, modifications or alterations to the property or other attempts to control any problems (but not longer than the past 5 years): \_\_\_\_\_

**L) ZONING/CODE VIOLATIONS/ASSESSMENTS/HOME OWNERS ASSOCIATION:** Do you know of any violations of building or housing codes, zoning ordinances affecting the property or any nonconforming uses of the property?  Yes  No

If "Yes", please describe: \_\_\_\_\_

Is the structure on the property designated by any governmental authority as a historic building or as being located in an historic district? (NOTE: such designation may limit changes or improvements that may be made to the property).  Yes  No

If "Yes", please describe: \_\_\_\_\_

Do you know of any recent or proposed assessments, fees or abatements, which could affect the property?  Yes  No

If "Yes", please describe: \_\_\_\_\_

List any assessments paid in full (date/amount) \_\_\_\_\_

List any current assessments: \_\_\_\_\_ monthly fee \_\_\_\_\_ Length of payment (years \_\_\_\_\_ months \_\_\_\_\_)

Do you know of any recent or proposed rules or regulations of, or the payment of any fees or charges associated with this property, including but not limited to a Community Association, SID, CID, LID, etc.  Yes  No

If "Yes", please describe (amount) \_\_\_\_\_

**M) BOUNDARY LINES/ENCROACHMENTS/SHARED DRIVEWAY/PARTY WALLS:** Do you know of any of the following conditions affecting the property?

- |                           |                          |                                     |   |                          |                                     |
|---------------------------|--------------------------|-------------------------------------|---|--------------------------|-------------------------------------|
|                           | Yes                      | No                                  |   | Yes                      | No                                  |
| 1) Boundary Agreement     | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4) Shared Driveway                            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2) Boundary Dispute       | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 5) Party Walls                                | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3) Recent Boundary Change | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 6) Encroachments From or on Adjacent Property | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If the answer to any of the above questions is "Yes", please describe: \_\_\_\_\_

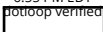
**N) OTHER KNOWN MATERIAL DEFECTS:** The following are other known material defects in or on the property:

For purposes of this section, material defects would include any non-observable physical condition existing on the property that could be dangerous to anyone occupying the property or any non-observable physical condition that could inhibit a person's use of the property.

Owner's Initials  Date \_\_\_\_\_

Owner's Initials  Date \_\_\_\_\_

Purchaser's Initials  Date \_\_\_\_\_

Purchaser's Initials  Date \_\_\_\_\_

Property Address 13911 Highlandview Avenue, Cleveland, OH 44135

### CERTIFICATION OF OWNER

Owner certifies that the statements contained in this form are made in good faith and based on his/her actual knowledge as of the date signed by the Owner. Owner is advised that the information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law or that may exist to preclude fraud, either by misrepresentation, concealment or nondisclosure in a transaction involving the transfer of residential real estate.

OWNER:

*Dilli Ram Nepal* dotloop verified  
06/25/22 4:59 PM EDT  
UPFC-MUJC-4WEZ-IZIB

OWNER:

[Empty signature box]

### RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS

Potential purchasers are advised that the owner has no obligation to update this form but may do so according to Revised Code Section 5302.30(G). Pursuant to Ohio Revised Code Section 5302.30(K), if this form is not provided to you prior to the time you enter into a purchase contract for the property, you may rescind the purchase contract by delivering a signed and dated document of rescission to Owner or Owner's agent, provided the document of rescission is delivered prior to all three of the following dates: 1) the date of closing; 2) 30 days after the Owner accepted your offer; and 3) within 3 business days following your receipt or your agent's receipt of this form or an amendment of this form.

Owner makes no representations with respect to any offsite conditions. Purchaser should exercise whatever due diligence purchaser deems necessary with respect to offsite issues that may affect purchaser's decision to purchase the property.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to Ohio's Sex Offender Registration and Notification Law (commonly referred to as "Megan's Law"). This law requires the local Sheriff to provide written notice to neighbors if a sex offender resides or intends to reside in the area. The notice provided by the Sheriff is a public record and is open to inspection under Ohio's Public Records Law. If concerned about this issue, purchaser assumes responsibility to obtain information from the Sheriff's office regarding the notices they have provided pursuant to Megan's Law.

Purchaser should exercise whatever due diligence purchaser deems necessary with respect to abandoned underground mines. If concerned about this issue, purchaser assumes responsibility to obtain information from the Ohio Department of Natural Resources. The Department maintains an online map of known abandoned underground mines on their website at [www.dnr.state.oh.us](http://www.dnr.state.oh.us).

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE FORM AND UNDERSTAND THAT THE STATEMENTS ARE MADE BASED ON THE OWNERS ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE OWNER.

My/Our Signature below does not constitute approval of any disclosed condition as represented herein by the owner.

PURCHASER:

*Jacqueline Danicki* dotloop verified  
07/13/22 6:55 PM EDT  
6CJK-NU70-BASM-4G6T

PURCHASER:

[Empty signature box]

**ADDENDUM:** Vesting



This is an Addendum to the Purchase Agreement dated 07/14/2022  
 for the purchase and sale of the Property known as:  
 (Street Address) 13911 Highlandview Avenue,  
 (City) Cleveland, Ohio (Zip Code) 44135  
 between Jacqueline Danicki (Buyer) and  
Dilli Ram Nepal (Seller).

The following is hereby mutually agreed upon by said Buyer(s) and Seller(s):

It is agreed that Phul M Nepal and Devi M Nepal will be added to the contract for vesting purposes only.

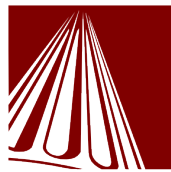
Jacqueline Danicki dotloop verified  
 07/29/22 1:27 PM EDT  
 LBAJ-6A0X-FVTJ-R9TO  
 BUYER DATE

Dilli Ram Nepal dotloop verified  
 07/29/22 12:15 PM EDT  
 GW2E-DWA4-LMOW-3KTW  
 SELLER DATE

BUYER DATE

Phul M Nepal dotloop verified  
 07/29/22 12:14 PM EDT  
 HKEK-CFVJ-YLZV-EKFE  
Devi M Nepal dotloop verified  
 07/29/22 12:17 PM EDT  
 GASY-WAP8-EGPN-7KOU  
 SELLER DATE





**Realty Trust  
Services**



# CONSUMER GUIDE TO AGENCY RELATIONSHIPS

We are pleased you have selected **Realty Trust Services** to help you with your real estate needs. Whether you are selling, buying or leasing real estate, **Realty Trust Services** can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services that agents can offer and their options for working with you:

## Representing the Sellers

Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care, and account for any money they handle in the transaction. In rare circumstances, a listing broker may offer "subagency" to other brokerages, which would also represent the seller's interests and owe the seller these same duties.

## Representing Buyers

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. When they do so, they sign an agency agreement that authorizes the brokerage and the buyer's agent to represent their interests. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information, and account for any money they handle in the transaction.

## Dual Agency

Occasionally, the same agent and brokerage that represent the seller also represent the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position between the buyer and the seller. They may not advocate the position of one client over the best interests of the other client, or disclose any personal or confidential information to the other party without written consent.

## Representing Both the Buyer & Seller

On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case, the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent, the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidentiality of all parties.

For more information on agency law in Ohio, contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or online at [www.com.ohio.gov/real](http://www.com.ohio.gov/real).

## Working With Realty Trust Services- Our Policy On Agency

**Realty Trust Services** does offer representation to both buyers and sellers. Therefore, the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent in our company. If this occurs, each agent will represent their own client, but **Realty Trust Services** and its managers will act as a dual agent. This means the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. **Realty Trust Services** will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information.

In the event that both the buyer and seller are represented by the same agent, the agent and **Realty Trust Services** will act as a dual agent but only if both parties agree. As a dual agent, they will treat both parties honestly, prepare

and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that would place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs, you will be asked to consent to that in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent in our company be assigned to represent you, you can seek representation from another brokerage or you choose to be unrepresented by an agent.

As a buyer, you may also choose to represent yourself on properties **Realty Trust Services** has listed. In that instance, **Realty Trust Services** will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller, you should not share any information with the listing agent that you would not want the seller to know.

**Working With Other Brokerages**

When **Realty Trust Services** lists property for sale, it also cooperates with, and offers compensation to, other brokerages that represent buyers. **Realty Trust Services** does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because **Realty Trust Services** shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that brokerage. Instead, that company will be looking out for the buyer and **Realty Trust Services** will be representing your interests. When acting as a buyer’s agent, **Realty Trust Services** also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

**Fair Housing Statement**

It is illegal, pursuant to the Ohio Fair Housing Law, division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes. (Effective: 3/25/08)

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand. If you want to see the Realty Trust Services complete Agency Policy or have further questions feel free to call our broker Andrew W Morris at 440-427-0123.

Because it is important that you have this information, Ohio law requires that we ask you to sign below to acknowledge receipt of this pamphlet. Your signature will not obligate you to work with our company if you do not choose to do so.

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Name (Please Print)

*Dilli Ram Nepal* dotloop verified  
06/25/22 4:32 PM EDT  
RKOP-SODP-U2SY-MUPH

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date



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

Property Address: 13911 Highlandview Avenue, Cleveland, OH 44135

#### Lead Warning Statement:

Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure of lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

#### Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii)  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i)  Seller has provided the buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii)  Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

#### Buyer's Acknowledgment (initial)

(c)   Buyer has received copies of all information listed above.


(d)   Buyer has received the pamphlet Protect Your Family from Lead in Your Home.

(e) Buyer has (check (i) or (ii) below):

(i)  received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii)  waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

#### Agent's Acknowledgment (initial)

(f)  Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

#### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

BUYER DATE

BUYER DATE

AGENT DATE

*Dilli Ram Nepal* dotloop verified 06/25/22 4:32 PM EDT XZA9-UCAK-VF9D-DJU1  
SELLER DATE

SELLER DATE

*Rakesh Baniya* dotloop verified 06/25/22 12:13 PM PDT GNRM-BGPX-QIUI-KSCL  
AGENT DATE



STATE OF OHIO  
DEPARTMENT OF COMMERCE

2013

**RESIDENTIAL PROPERTY DISCLOSURE FORM**

**Purpose of Disclosure Form:** This is a statement of certain conditions and information concerning the property actually known by the owner. An owner may or may not have lived at the property and unless the potential purchaser is informed in writing, the owner has no more information about the property than could be obtained by a careful inspection of the property by a potential purchaser. Unless the potential purchaser is otherwise informed, the owner has not conducted any inspection of generally inaccessible areas of the property. This form is required by Ohio Revised Code Section 5302.30.

**THIS FORM IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR BY ANY AGENT OR SUBAGENT REPRESENTING THE OWNER. THIS FORM IS NOT A SUBSTITUTE FOR ANY INSPECTIONS. POTENTIAL PURCHASERS ARE ENCOURAGED TO OBTAIN THEIR OWN PROFESSIONAL INSPECTION(S).**

**Owner's Statement:** The statements contained in this form are made by the owner and are not the statements of the owner's agent or subagent. The statements contained in this form are provided by the owner only to potential purchasers in a transfer made by the owner. The statements are not for purchasers in any subsequent transfers. The information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law to be disclosed in the transfer of residential real estate.

**OWNER INSTRUCTIONS**

**Instructions to Owner:** (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is needed. (4) Complete this form yourself. (5) If some items do not apply to your property, write NA (not applicable). If the item to be disclosed is not within your actual knowledge, indicate Unknown.

Owner's Initials  Date \_\_\_\_\_

Purchaser's Initials  Date \_\_\_\_\_

Owner's Initials  Date \_\_\_\_\_

Purchaser's Initials  Date \_\_\_\_\_



Property Address 13911 Highlandview Avenue, Cleveland, OH 44135

Do you know of any water or moisture related damage to floors, walls or ceilings as a result of flooding; moisture seepage; moisture condensation; ice damming; sewer overflow/backup; or leaking pipes, plumbing fixtures, or appliances?  Yes  No

If "Yes", please describe and indicate any repairs completed: \_\_\_\_\_

Have you ever had the property inspected for mold by a qualified inspector?  Yes  No

If "Yes", please describe and indicate whether you have an inspection report and any remediation undertaken: \_\_\_\_\_

**Purchaser is advised that every home contains mold. Some people are more sensitive to mold than others. If concerned about this issue, purchaser is encouraged to have a mold inspection done by a qualified inspector.**

**E) STRUCTURAL COMPONENTS (FOUNDATION, BASEMENT/CRAWL SPACE, FLOORS, INTERIOR AND EXTERIOR WALLS):** Do you know of any **previous or current** movement, shifting, deterioration, material cracks/settling (other than visible minor cracks or blemishes) or other material problems with the foundation, basement/crawl space, floors, or interior/exterior walls?

Yes  No If "Yes", please describe and indicate any repairs, alterations or modifications to control the cause or effect of any problem identified (but not longer than the past 5 years): \_\_\_\_\_

Do you know of any **previous or current** fire or smoke damage to the property?  Yes  No

If "Yes", please describe and indicate any repairs completed: \_\_\_\_\_

**F) WOOD DESTROYING INSECTS/TERMITES:** Do you know of any **previous/current** presence of any wood destroying insects/termites in or on the property or any existing damage to the property caused by wood destroying insects/termites?  Yes  No

If "Yes", please describe and indicate any inspection or treatment (but not longer than the past 5 years): \_\_\_\_\_

**G) MECHANICAL SYSTEMS:** Do you know of any **previous or current** problems or defects with the following existing mechanical systems? If your property does not have the mechanical system, mark N/A (Not Applicable).

|                             | YES                      | NO                                  | N/A                      |                               | YES                      | NO                                  | N/A                      |
|-----------------------------|--------------------------|-------------------------------------|--------------------------|-------------------------------|--------------------------|-------------------------------------|--------------------------|
| 1) Electrical               | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 8) Water softener             | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2) Plumbing (pipes)         | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | a. Is water softener leased?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3) Central heating          | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 9) Security System            | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4) Central Air conditioning | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | a. Is security system leased? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5) Sump pump                | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 10) Central vacuum            | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6) Fireplace/chimney        | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 11) Built in appliances       | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7) Lawn sprinkler           | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 12) Other mechanical systems  | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If the answer to any of the above questions is "Yes", please describe and indicate any repairs to the mechanical system (but not longer than the past 5 years). \_\_\_\_\_

**H) PRESENCE OF HAZARDOUS MATERIALS:** Do you know of the **previous or current** presence of any of the below identified hazardous materials on the property?

|   | Yes                      | No                                  | Unknown                  |
|---|--------------------------|-------------------------------------|--------------------------|
| 1) Lead-Based Paint                               | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2) Asbestos                                       | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3) Urea-Formaldehyde Foam Insulation              | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4) Radon Gas                                      | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| a. If "Yes", indicate level of gas if known _____ |                          |                                     |                          |
| 5) Other toxic or hazardous substances            | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If the answer to any of the above questions is "Yes", please describe and indicate any repairs, remediation or mitigation to the property: \_\_\_\_\_

Owner's Initials  Date \_\_\_\_\_

Purchaser's Initials  Date \_\_\_\_\_

Owner's Initials  Date \_\_\_\_\_

Purchaser's Initials  Date \_\_\_\_\_

Property Address 13911 Highlandview Avenue, Cleveland, OH 44135

**I) UNDERGROUND STORAGE TANKS/WELLS:** Do you know of any underground storage tanks (existing or removed), oil or natural gas wells (plugged or unplugged), or abandoned water wells on the property?  Yes  No

If "Yes", please describe: \_\_\_\_\_

Do you know of any oil, gas, or other mineral right leases on the property?  Yes  No

**Purchaser should exercise whatever due diligence purchaser deems necessary with respect to oil, gas, and other mineral rights. Information may be obtained from records contained within the recorder's office in the county where the property is located.**

**J) FLOOD PLAIN/LAKE ERIE COASTAL EROSION AREA:**

|  |                          |                                     |                          |
|--|--------------------------|-------------------------------------|--------------------------|
|  | Yes                      | No                                  | Unknown                  |
| Is the property located in a designated flood plain?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Is the property or any portion of the property included in a Lake Erie Coastal Erosion Area? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

**K) DRAINAGE/EROSION:** Do you know of any previous or current flooding, drainage, settling or grading or erosion problems affecting the property?  Yes  No

If "Yes", please describe and indicate any repairs, modifications or alterations to the property or other attempts to control any problems (but not longer than the past 5 years): \_\_\_\_\_

**L) ZONING/CODE VIOLATIONS/ASSESSMENTS/HOME OWNERS ASSOCIATION:** Do you know of any violations of building or housing codes, zoning ordinances affecting the property or any nonconforming uses of the property?  Yes  No

If "Yes", please describe: \_\_\_\_\_

Is the structure on the property designated by any governmental authority as a historic building or as being located in an historic district? (NOTE: such designation may limit changes or improvements that may be made to the property).  Yes  No

If "Yes", please describe: \_\_\_\_\_

Do you know of any recent or proposed assessments, fees or abatements, which could affect the property?  Yes  No

If "Yes", please describe: \_\_\_\_\_

List any assessments paid in full (date/amount) \_\_\_\_\_

List any current assessments: \_\_\_\_\_ monthly fee \_\_\_\_\_ Length of payment (years \_\_\_\_\_ months \_\_\_\_\_)

Do you know of any recent or proposed rules or regulations of, or the payment of any fees or charges associated with this property, including but not limited to a Community Association, SID, CID, LID, etc.  Yes  No

If "Yes", please describe (amount) \_\_\_\_\_

**M) BOUNDARY LINES/ENCROACHMENTS/SHARED DRIVEWAY/PARTY WALLS:** Do you know of any of the following conditions affecting the property?

- |                           |                          |                                     |   |                          |                                     |
|---------------------------|--------------------------|-------------------------------------|---|--------------------------|-------------------------------------|
|                           | Yes                      | No                                  |   | Yes                      | No                                  |
| 1) Boundary Agreement     | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4) Shared Driveway                            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2) Boundary Dispute       | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 5) Party Walls                                | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3) Recent Boundary Change | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 6) Encroachments From or on Adjacent Property | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If the answer to any of the above questions is "Yes", please describe: \_\_\_\_\_

**N) OTHER KNOWN MATERIAL DEFECTS:** The following are other known material defects in or on the property:

For purposes of this section, material defects would include any non-observable physical condition existing on the property that could be dangerous to anyone occupying the property or any non-observable physical condition that could inhibit a person's use of the property.

Owner's Initials  Date \_\_\_\_\_

Purchaser's Initials  Date \_\_\_\_\_

Owner's Initials  Date \_\_\_\_\_

Purchaser's Initials  Date \_\_\_\_\_

Property Address 13911 Highlandview Avenue, Cleveland, OH 44135

### CERTIFICATION OF OWNER

Owner certifies that the statements contained in this form are made in good faith and based on his/her actual knowledge as of the date signed by the Owner. Owner is advised that the information contained in this disclosure form does not limit the obligation of the owner to disclose an item of information that is required by any other statute or law or that may exist to preclude fraud, either by misrepresentation, concealment or nondisclosure in a transaction involving the transfer of residential real estate.

OWNER: Dilli Ram Nepal dotloop verified  
06/25/22 4:59 PM EDT  
UPFC-MUJC-4WEZ-IZIB

OWNER:

### RECEIPT AND ACKNOWLEDGEMENT OF POTENTIAL PURCHASERS

Potential purchasers are advised that the owner has no obligation to update this form but may do so according to Revised Code Section 5302.30(G). Pursuant to Ohio Revised Code Section 5302.30(K), if this form is not provided to you prior to the time you enter into a purchase contract for the property, you may rescind the purchase contract by delivering a signed and dated document of rescission to Owner or Owner's agent, provided the document of rescission is delivered prior to all three of the following dates: 1) the date of closing; 2) 30 days after the Owner accepted your offer; and 3) within 3 business days following your receipt or your agent's receipt of this form or an amendment of this form.

**Owner makes no representations with respect to any offsite conditions. Purchaser should exercise whatever due diligence purchaser deems necessary with respect to offsite issues that may affect purchaser's decision to purchase the property.**

**Purchaser should exercise whatever due diligence purchaser deems necessary with respect to Ohio's Sex Offender Registration and Notification Law (commonly referred to as "Megan's Law"). This law requires the local Sheriff to provide written notice to neighbors if a sex offender resides or intends to reside in the area. The notice provided by the Sheriff is a public record and is open to inspection under Ohio's Public Records Law. If concerned about this issue, purchaser assumes responsibility to obtain information from the Sheriff's office regarding the notices they have provided pursuant to Megan's Law.**

**Purchaser should exercise whatever due diligence purchaser deems necessary with respect to abandoned underground mines. If concerned about this issue, purchaser assumes responsibility to obtain information from the Ohio Department of Natural Resources. The Department maintains an online map of known abandoned underground mines on their website at [www.dnr.state.oh.us](http://www.dnr.state.oh.us).**

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE FORM AND UNDERSTAND THAT THE STATEMENTS ARE MADE BASED ON THE OWNERS ACTUAL KNOWLEDGE AS OF THE DATE SIGNED BY THE OWNER.

My/Our Signature below does not constitute approval of any disclosed condition as represented herein by the owner.

PURCHASER:

PURCHASER:



### EXCLUSIVE RIGHT TO SELL/LEASE LISTING AGREEMENT

This agreement is between Realty Trust Services, LLC (hereinafter called "Broker") and the undersigned (hereinafter called "Owner") and applies to the real property located at: 13911 Highlandview Avenue, Cleveland, OH 44135  
In consideration of Broker using their best efforts to find a purchaser for Owner's property, Owner agrees as follows:

1. **TERM AND LISTING PRICE:** Owner hereby grants Broker the exclusive right to sell the above property from 06/30/2022 through 12/30/2022 for the sum of \$145000 payable in cash upon closing or for such other terms or exchange as Owner may agree.

2. **BROKERAGE FEE:** Owner agrees to pay Broker a brokerage fee of 5 % of the total sale price or a minimum fee of 2500, whichever is greater, plus NA. Owner authorizes Broker to offer 3 % of the Sale Price for all Co-Broke sales. Any exceptions to this compensation will be disclosed to the Owner in writing. Owner also agrees that the brokerage fee shall be paid if Owner enters into an agreement within six (6) months following the term of this agreement or any extensions thereof to any parties to whom Broker or any cooperating broker has shown the property which results in a sale, lease or exchange of said property. However, in the event Owner enters into a bona fide Listing Agreement with another Real Estate Broker, this paragraph is null and void. Owner agrees to refer all prospective Buyers or Brokers who contact the Owner directly.

3. **MARKETING:** Broker is authorized to enter the property in any one or more **Multiple Listing Service(s)**, in accordance with the rules and regulations of said MLS, to market the Property in the publications, web sites or any other information service medium of Broker's choice and to comply with all Ohio and Federal Fair Housing Laws without discrimination. Owner releases Broker, the Multiple Listing Service(s), and any Brokers assisting in the sale of said Property from any and all liability for the dissemination of the information after being placed in the various information service mediums. Owner warrants this agreement and associated worksheets, to the best of Owner's knowledge, to be correct and accurate. Broker is hereby authorized to place a "For Sale" sign on the Property, if permitted by law, and to remove all other "For Sale" signs. Broker shall have access to the Property at all reasonable times for the purpose of attempting to sell the same. Owner authorizes placing a **Lock Box** on the premises at any time during the term of this Listing Agreement. Such Lock Box shall be used to hold the key for entrance to the property. Owner releases Broker, the Multiple Listing Service(s), and any Brokers assisting in the sale of said Property from all liability for loss or damage of any kind resulting from use of said lock box or the use of the key to be placed therein.

4. **HOME WARRANTY:** Owner agrees to provide a *LIMITED HOME WARRANTY PLAN* at a charge of \$NA with deductible  Yes  No Owner acknowledges that Broker will receive a fee in consideration for processing the home warranty application. Owner acknowledges receipt of warranty application.

5. **DISCLOSURE:** Owner agrees to (1) complete the *Ohio Residential Property Disclosure Form, if required by law;* (2) *Federal Lead-based Paint Disclosure Form;* (3) provide copies of sex offender notices received from the local law enforcement authorities. To Owner's knowledge, there are no encroachments, pending lawsuits, foreclosures, divorce actions, bankruptcies, orders of any public agencies, assessments, liens (tax, utility, mechanics), or other matters that could affect Owner's ability to provide a clear title to the property, except as follows (if none, so state): NA

6. **FAIR HOUSING:** It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

7. **OTHER TERMS or ITEMS EXCLUDED FROM SALE:** NA

8. **MORTGAGE:** (bank/amount) NA

9. **ADDENDA:**  No MLS  Short Sale  
The signatures of all owners of the property are required on this Exclusive Right to Sell Agreement. This is a legally binding contract. If you have any questions of law, it is recommended you contact your attorney.

OWNER SIGNATURE: Dilli Ram Nepal dotloop verified 06/25/22 4:32 PM EDT 8QMD-RWT0-3651-ZBHK OWNER SIGNATURE: \_\_\_\_\_

Print Name: Dilli Ram Nepal Print Name: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

E-MAIL ADDRESS: Dmnepal94@gmail.com DATE: \_\_\_\_\_

AGENT: Rakesh Baniya dotloop verified 06/25/22 12:12 PM PDT F4VZ-682M-QCJVJ7DY BROKER/COMPANY NAME: Realty Trust Services, LLC

Print Name: Rakesh Baniya PHONE: 2162187976 DATE: \_\_\_\_\_