



ATTACHMENT TO EXCLUSIVE RIGHT TO SELL OR LEASE CONTRACT

This Attachment to the Exclusive Right to Sell or Lease Contract (collectively, the "Contract") must be completed and signed by the Owner in order for the Contract to be valid and shall be uploaded as a Supplement (Listing Attachment) in the MLS database.

OWNER DISCLOSURES. Owner of the Property located at 2070 New Michigan R Canandaigua NY 14424 makes the following disclosures to the best of their knowledge and is being provided for informational purposes only.

(A) State/National Historic Register/District and/or Local Preservation District.

- 1. The property is listed in the State/National Register of Historic Places, either individually or as part of a Historic District. Name of Historic District, if applicable:
2. The property is designated under the local municipality's zoning code, either as an individual landmark or as part of a local Preservation District. Name of Preservation District, if applicable:

(B) Foreign Investment in Real Property Tax Act of 1980 ("FIRPTA") Certification. Owner is a non-resident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate (as defined in the Internal Revenue Code and IRS Regulations). This is a U.S. tax law that imposes income tax on foreign persons disposing of U.S. real property interests. Consult a tax professional to provide more information.

- (C) Gas and Oil Wells. The Property has an uncapped natural gas and/or oil well, even if inactive. If Yes, Owner must complete Electric Availability, Utility Surcharges, Agricultural Districts/Farming Activity Disclosure & Uncapped Natural Gas Well Disclosure Form.

(D) Gas/Mineral/Oil/Timber Rights.

- 1. All gas, mineral, oil, and timber rights will transfer with the Property.
2. Owner has received, is receiving, or is entitled to receive lease payments, royalties, or other payments and/or free gas under any oil/gas/mineral/timber or other lease or agreement affecting the Property. If Yes, Owner agrees to promptly furnish complete copies of all written agreements affecting the Property in Owner's possession to Listing Broker and Owner's Attorney.

(E) Propane/Heating Oil. The Property is serviced by propane and/or heating oil. If Yes, Tank IS or IS NOT owned by the Owner (if on Propane). A written contract EXISTS or DOES NOT EXIST to provide propane/heating oil between the propane/oil company and the Owner (Owner agrees to promptly furnish a complete copy of any such written contract to Listing Broker and Owner's Attorney).

- (F) Solar Panels. If Yes, Solar panel system IS or IS NOT owned by the Owner. If NOT owned, a written contract EXISTS or DOES NOT EXIST that may need to be transferred or terminated.

(G) Deed Restrictions (Legally Binding). There are enforceable deed restrictions affecting the Property.

- (H) Vehicular Access/Driveway. Vehicular access to the Property via the driveway is currently by way of:
1. An immediately adjoining municipal road right of way (e.g., public roadway).
2. An immediately adjoining shared private road right of way. If yes, is it of record? Yes No Unknown.
3. A shared driveway. If Yes, there IS or IS NOT a written agreement regarding ownership/maintenance.

(I) Audio-Video Surveillance. The Property contains surveillance devices.

WARNING: The crime of eavesdropping is a Class E Felony under NY Penal Law § 250.05. In the event Owner has a recording or remote listening system in or on the Property that records audio and/or video, Owner understands that recording or remote listening of audio may result in a violation of state and/or federal wiretapping laws. Therefore, Owner hereby releases and holds harmless Listing Broker, its designated agents, sub-agents, sales associates, and employees from any liability which may result from the recording or remote listening of audio and/or video in or on Property. Further, if Owner can view or hear a potential buyer and use what they see or hear in deciding whether to sell to that particular buyer, there may be a potential fair housing violation.

(J) Leased Properties.

- 1. The Property is being used legally as rented property. If Yes, Owner must complete Residential Rented Property for 1-4 Family Form and Rent Roll.
2. A Certificate of Occupancy exists, and it expires on

(K) Code Violations. To the Owner's actual knowledge, a notice from a governmental authority has been issued advising that the Property and/or Current Uses/Improvements violate applicable building codes and/or zoning ordinances, any of which violations continue as of the date of this Contract.

CRE
Owner Initials

