

**SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE**

State Form 46234 (R8 / 7-25)

Date (month, day, year)

01 / 23 / 26

Property address (number and street, city, state, and ZIP code)

15306 Covington Road, Fort Wayne, IN 46814-9116

Seller states that the information contained in this Disclosure is correct to the best of Seller's **CURRENT ACTUAL KNOWLEDGE** as of the above date. The prospective buyer and the owner may wish to obtain professional advice or inspections of the property and provide for appropriate provisions in a contract between them concerning any advice, inspections, defects, or warranties obtained on the property. The following information is not the representations of the real estate broker, if any. The form applies to residential real estate and purchases. Also, Indiana law (IC 32-21-5) generally requires sellers of 1-4-unit residential property to complete this form regarding the known physical condition of the property. IC 32-21-5-1(b) states that this form is not required for:


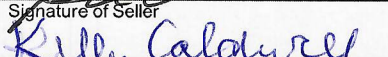
1. Transfers ordered by a court, including transfers:
 - A. in the administration of an estate;
 - B. by foreclosure sale;
 - C. by a trustee in bankruptcy;
 - D. by eminent domain;
 - E. from a decree of specific performance;
 - F. from a decree of divorce; or
 - G. from a property settlement agreement.
2. Transfers by a mortgagee who has acquired the real estate at a sale conducted under a foreclosure decree or who has acquired the real estate by a deed in lieu of foreclosure.
3. Transfers by a fiduciary in the course of the administration of the decedent's estate, guardianship, conservatorship, or trust.
4. Transfers made from at least one (1) co-owner solely to at least one (1) other co-owner.
5. Transfers made solely to any combination of a spouse or an individual in the lineal line of consanguinity of at least one (1) of the transferors.
6. Transfers made because of the record owner's failure to pay any federal, state, or local taxes.
7. Transfers to or from any governmental entity.
8. Transfers involving the first sale of a dwelling that has not been inhabited.
9. Transfers to a living trust.

Purpose of Disclosure Form: Completion of this form shall satisfy the requirements of IC 32-21-5-7 that mandates the seller's disclosure of conditions relevant to the listed property. This disclosure is based on the Seller's current knowledge of the property's conditions and the improvements thereon, however that knowledge was gained. This disclosure form shall not be a warranty by the Seller and shall not be used as a substitute for an inspection or warranty that the purchaser may wish to obtain. This form is a statement of the conditions and other information about the property known by the Seller. The representations in this form are the representations of the owner and are not the representations of the agent, if any. This information is for disclosure only and is not intended to be part of any contract between the Buyer and the Seller. The Seller must complete and sign the disclosure form and submit the form to a prospective buyer before an offer is accepted for the sale of the property. The Buyer is encouraged to obtain his or her own professional inspections of this property. A Buyer may not invalidate a real estate transaction or a contract to purchase real estate due to the Buyer's failure to sign a Seller's disclosure form that has been received or acknowledged by the Buyer.

Instructions to the Seller(s): (1) Answer every question truthfully. (2) Report all known conditions affecting the property, regardless of how you know about them or when you learned. (3) Attach additional pages, if necessary, with your signature and the date and time of signing. (4) Complete this form yourself. (5) If an item does not apply to your property or is rented, mark "not applicable/rented." (6) If you truthfully do not know the answer to a question, mark "unknown." (7) If you learn any fact prior to closing that changes one or more of your answers to this form after you have completed and submitted it, immediately notify any potential buyer of the change in writing.

NOTE: "Defect" means a condition that would have a significant adverse effect on the value of the property, that would significantly impair the health or safety of future occupants of the property, or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's **CURRENT ACTUAL KNOWLEDGE**. A disclosure form is not a warranty by the owner or the owner's broker, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.

Signature of Seller 	Date (mm / dd / yyyy) 2/3/2026	Signature of Buyer	Date (mm / dd / yyyy)
Signature of Seller 	Date (mm / dd / yyyy) 2/3/2026	Signature of Buyer	Date (mm / dd / yyyy)

The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.

Signature of Seller (at closing)	Date (mm / dd / yyyy)	Signature of Seller (at closing)	Date (mm / dd / yyyy)
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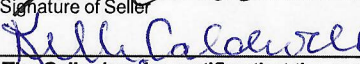
15306 Covington Road, Fort Wayne, IN 46814-9116

1. The following are in the conditions indicated:

A. APPLIANCES	Not Applicable / Rented	Defective	Not Defective	Unknown
Built-in Vacuum System			X	
Clothes Dryer			X	
Clothes Washer			X	
Dishwasher			X	
Disposal			X	
Freezer				
Gas Grill			X	
Hood			X	
Microwave Oven			X	
Oven			X	
Range			X	
Refrigerator	X			
Room Air Conditioner(s)				
Trash Compactor	X			
TV Antenna / Dish	X			
Other:				
B. ELECTRICAL SYSTEM	Not Applicable / Rented	Defective	Not Defective	Unknown
Security Systems(s)			X	
Ceiling Fan(s)			X	
Garage Door Opener / Controls			X	
Inside Telephone Wiring and Blocks / Jacks			X	
Light Fixtures			X	
Sauna	X			
Smoke / Fire Alarms			X	
Carbon Monoxide Detectors			X	
Switches and Outlets			X	
Vent Fan(s)			X	
<input type="checkbox"/> 60 <input type="checkbox"/> 100 <input checked="" type="checkbox"/> 200 Amp Service			X	
Generator	X			

C. WATER & SEWER SYSTEM	Not Applicable / Rented	Defective	Not Defective	Unknown	
Cistern	X				
Septic Field / Bed	X				
Septic & Holding Tank / Septic Mound	X				
Hot Tub	X				
Plumbing			X		
Aerator System	X				
Sump Pump	X				
Irrigation Systems	X				
Water Heater / Electric	X				
Water Heater / Gas			X		
Water Heater / Solar	X				
Water Purifier	X				
Water Softener	X				
Well	X				
Geothermal and Heat Pump	X				
Other Sewer System (Explain)	X				
Swimming Pool & Pool Equipment			X		
			Yes	No	Unknown
Are the structures connected to a public water system?			X		
Are the structures connected to a public sewer system?			X		
Are there any additions that may require improvements to the sewage disposal system?				X	
If yes, have the improvements been completed on the sewage disposal system?					
Are the structure(s) connected to a private / community water system?			X		
Are the structure(s) connected to a private / community sewer system?			X		

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15306 Covington Road, Fort Wayne, IN 46814-9116

D. HEATING & COOLING SYSTEM	Not Applicable / Rented	Defective	Not Defective	Unknown
Attic Fan	X			
Boiler / Radiator			X	
Central Air Conditioning			X	
Electric Heat Pump	X			
Furnace Heat / Gas			X	
Furnace Heat / Electric			X	
Geothermal	✓			
Solar House-Heating	✓			
Woodburning Stove	X			
Fireplace			✓	
Fireplace Insert			✓	
Air Cleaner	X			
Humidifier			X	
Propane Tank	X			
Other Heating Source	X			

2. ROOF	Yes	No	Unknown
Age, if known: <u>5</u> Years.			
Does the roof leak?		X	
Is there present damage to the roof?		✓	
Is there more than one layer of shingles on the house?		✓	
If yes, how many layers? _____			
3. WATER HEATER			
Age, if known: <u>4</u> Years.			
4. FURNACE			
Age, if known: _____ Years.			
5. CENTRAL AIR CONDITIONING			
Age, if known: _____ Years.			
6. HAZARDOUS CONDITIONS	Yes	No	Unknown
Have there been or are there any hazardous conditions on the property, such as methane gas, lead paint, radon gas in house or well, radioactive material, landfill, mineshaft, expansive soil, toxic materials, mold, other biological contaminants, asbestos insulation, or PCB's?		✓	
Is there contamination caused by the manufacture of a controlled substance on the property that has not been certified as decontaminated by an inspector approved under IC 15-19-3.1?		✓	
Has there been manufacture of methamphetamine or dumping of waste from the manufacture of methamphetamine in a residential structure on the property?		X	

Explain: *During pool closing, noticed skimmer line to pump had minor issue. This will be addressed at pool opening in spring.*

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Signature of Seller <i>K. Schull</i>	Date (mm / dd / yyyy) 2/3/2026	Signature of Buyer	Date (mm / dd / yyyy)
Signature of Seller <i>Kelly Calabrese</i>	Date (mm / dd / yyyy) 2/3/2026	Signature of Buyer	Date (mm / dd / yyyy)
The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.			
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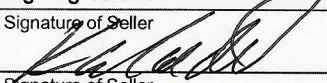
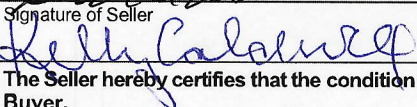
15306 Covington Road, Fort Wayne, IN 46814-9116

7. OTHER DISCLOSURES	Yes	No	Unknown
Do structures have aluminum wiring?		X	
Are there any foundation problems with the structures?		X	
Are there any encroachments?		X	
Are there any violations of zoning, building codes, or restrictive covenants?		X	
Does the property have a shared driveway with another property?		X	
Is the property subject to covenants, conditions and / or restrictions of a homeowner's association?		X	
Is the property subject to a homeowner's association assessment? If yes, what is the current amount? _____		X	
Is this property located within a locally designated historic district under IC 36-7-11?		X	
Is the present use a non-conforming use? Explain:		X	
Is the access to your property via a private road?		X	
Is the access to your property via a public road?	X		
Is the access to your property via an easement?		X	
Have you received any notices by any governmental or quasi-governmental agencies affecting this property?		X	
Are there any structural problems with the building?		X	
Have any substantial additions or alterations been made without a required building permit?		X	
Are there moisture and/or water problems in the basement, crawl space area, or any other area?		X	
Is there any damage due to wind, flood, termites or rodents?		X	
Have any structures been treated for wood destroying insects?		X	
Is the property or a portion of the property located within a community's flood plain boundaries, as indicated in a Federal Emergency Management Agency Flood Insurance Rate Map? See https://msc.fema.gov/portal/home .		X	
Do you currently pay flood insurance?		X	
Is the property located near a military installation, within a state area of interest ((as defined in IC 36-7-30.2-6) and may be impacted to some degree by the effects of the installation's military operations? If yes, local laws may restrict use and development of the property to promote compatibility with military installation operation.		X	
Does the property contain underground storage tank(s)?		X	
Is the homeowner a licensed real estate broker?		X	
Is there any threatened or existing litigation regarding the property?		X	
Is the Owner subject to the Foreign Investment in Real Property Tax Act? See http://www.irs.gov/publications/p515/index.html .		X	
Is the property located within one (1) mile of an airport?		X	
Is the property subject to a conservation easement as defined in IC 32-23-5-2?		X	

8. ADDITIONAL COMMENTS AND/OR EXPLANATIONS:

(Use additional pages and attach, if necessary)

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AGREEMENT REGARDING PERSONAL PROPERTY

For use only by members of the Indiana Association of REALTORS®

DATE: 2/3/2026

Concerning the personal property **15306 Covington Road**
located at (Address of real estate): **Fort Wayne, IN 46814-9116**

A. For value received, Buyer(s) shall become the owner, upon the Closing of the real estate referred to above, of the following items of personal property of Seller(s) (specify each item below carefully, including description, location and other information):

Oven/Stove, Refrigerator, Microwave, Dishwasher, Compressor, 2 Post Car Lift, Wifi Mesh Network, Electric Blinds, Garage Door And Gate Remotes, Gas Grill (Built In Outside)

B. Seller(s) represents and warrants that the Seller(s) owns the personal property described in Paragraph A above free and clear of all encumbrances.

C. Seller(s) does not warrant or guarantee the condition or future performance of the personal property conveyed by this document.

BUYER'S SIGNATURE

DATE

PRINTED

BUYER'S SIGNATURE

DATE

PRINTED

DocuSigned by:

Kevin Caldwell

2/3/2026

SELLER'S SIGNATURE

DATE

Kevin Caldwell

PRINTED

Signed by:

Kelly Caldwell

2/3/2026

SELLER'S SIGNATURE

DATE

Kelly Caldwell

PRINTED



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Form #52. Copyright IAR 2026





ALTERNATIVE DISPUTE RESOLUTION ADDENDUM **(AN ALTERNATIVE TO LITIGATION)**

For use only by members of the Indiana Association of REALTORS®

1 This Addendum is attached to and made a part of the Purchase Agreement dated _____, on property
2 known as **15306 Covington Road**, **Fort Wayne**, Indiana, Zip **46814-9116** (the "Property").

3
4 Buyer and Seller agree that in the event either party defaults in the performance of the obligations of such party under the Purchase
5 Agreement, or in the event there is a dispute between Buyer and Seller with respect to their obligations arising out of the purchase
6 and sale of the Property, that does not exceed the total sum of \$10,000 U.S. Dollars, the dispute shall be submitted to binding arbitration.
7 All amounts referred to in this Addendum are in U.S. Dollars.

8
9 **The following terms and conditions apply:**

- 10
11 **A.** If Buyer breaches the Purchase Agreement, and the total amount in controversy is greater than \$10,000, Seller shall be entitled
12 to file suit in a court to recover, in addition to any remedies available under the Purchase Agreement, all reasonable costs and
13 expenses, including attorney fees, incurred by Seller.
14
15 **B.** If Seller breaches the Purchase Agreement, and the total amount in controversy is greater than \$10,000, Buyer shall be entitled
16 to file suit in a court to recover, in addition to any remedies available under the Purchase Agreement, (including specific
17 performance), all reasonable costs and expenses, including attorney fees, incurred by Buyer.
18
19 **C.** The administrator shall be the Better Business Bureau® ("BBB"). If the BBB is not able to conduct arbitration because it does
20 not operate in a county where the Property is located, but another BBB is able to do so, then that BBB shall be the
21 administrator, unless the parties agree in writing otherwise.
22
23 **D.** If a party believes in good faith that the total amount in controversy exceeds \$10,000, then that party shall give the arbitrator and
24 the non-objecting party written notice and supporting documentation of such objection within the time limits imposed by the
25 arbitrator. The arbitrator will determine whether the total amount in controversy is within \$10,000; however, such determination
26 is not binding upon the parties. If a party desires to contest the arbitrator's determination as to the total amount in controversy,
27 the parties may file a declaratory judgment action in a court within fifteen (15) days of the date the arbitrator notifies the parties
28 in writing of such determination. If an action is not timely filed, the parties shall waive their right to contest the arbitrator's
29 determination.
30
31 **E.** If it is determined that the total amount in controversy exceeds \$10,000, either party may withdraw from arbitration. However,
32 both parties may voluntarily consent in writing to arbitration.
33
34 **F.** A party begins the process of arbitration by giving to the other party and the BBB a notice to start arbitration by briefly stating
35 the party's claim, the grounds for it and the total amount in controversy.
36
37 **G.** Because this Addendum contains an agreement for binding arbitration as to matters within \$10,000, no party may reject
38 arbitration for failure to agree on the issues or for failure to sign an agreement with the BBB.
39
40 **H.** If a party seeks an award for: (1) loss of wages; (2) damages for personal injury or mental anguish, or both; (3) consequential
41 damages; or (4) any other element of damages; that party shall give to the other party and to the BBB written notice thereof.
42 The notice shall state the amount claimed for each item for which an award is sought. An award cannot exceed the total
43 amount sought by a party.
44
45 **I.** The BBB shall conduct arbitration according to its rules, but subject to Indiana law, if the Property is located in Indiana. If any
46 conflict arises between the rules of the BBB and any applicable legislation, the applicable legislation will control.
47
48 **J.** The purpose of arbitration is to resolve disputes within the \$10,000 jurisdictional limit and to provide for enforcement of the
49 award by a court, if necessary, by its entering judgment on the award as authorized by applicable legislation.
50
51 **K.** The parties shall share equally the cost of the arbitration process as determined under the rules of the BBB. If by reason of
52 membership in the BBB a party is not responsible for such cost, the other party shall pay its own share of such cost.
53
54 **L.** In the arbitration process, the arbitrator shall neither award attorney fees nor allocate between the parties any other costs or
55 expenses incurred by a party in the arbitration process. Each party is responsible for its own attorney fees, costs and expenses.


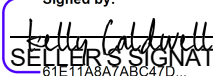
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(Property Address)

Page 1 of 2 (ADR Addendum)

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56 **M. All other terms and conditions of the Purchase Agreement to which this Addendum is attached remain unchanged.**
57
58 This Addendum shall survive closing.
59
60 By signature below, the parties have executed this Addendum on the date first written above, have agreed to binding arbitration and
61 acknowledge receipt of a signed copy of this Addendum.

62	_____		DocuSigned by:	2/3/2026
63	BUYER'S SIGNATURE	DATE	 SELLER'S SIGNATURE	DATE
64	_____		Kevin Caldwell	
65	PRINTED		PRINTED	
66	_____		Signed by:	2/3/2026
67	BUYER'S SIGNATURE	DATE	 SELLER'S SIGNATURE	DATE
68	_____		Kelly Caldwell	
69	PRINTED		PRINTED	



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