

**OKLAHOMA
RESIDENTIAL PROPERTY CONDITION DISCLOSURE ACT:
AN OVERVIEW OF 60 O.S. §31 et seq (1995)
(by Kraettli Q. Epperson)**

A. INTRODUCTION

1. STATUTE ENDS "BUYER BEWARE" APPROACH
2. SPECIALIZED SKILLS: MARKETING, FINANCE, TITLE CHECK & INSPECTING
3. LIMIT SELLER'S RISK: AVOID REPRESENTATIONS AND WARRANTIES; SECURE RELEASES AND WAIVERS
4. SHIFT RISK: EMPLOY EXPERTS, E.G., INSPECTORS

B. STEPS

- 1 DISCLOSURE/DISCLAIMER STATEMENT COMPLETED BY BOTH SELLERS, AND DATED
2. DISCLOSURE/DISCLAIMER STATEMENT DELIVERED TO AND SIGNED BY BOTH PROSPECTIVE BUYERS (WITHIN 180 DAYS)
3. PURCHASE CONTRACT SIGNED BY BOTH BUYERS AND PRESENTED TO SELLERS
4. PURCHASE CONTRACT SIGNED BY BOTH SELLERS
5. DISCLOSURE/DISCLAIMER STATEMENT UPDATED BY SELLERS, IF NEEDED
6. BUYER EITHER WAIVES OR CONDUCTS INSPECTIONS
7. BUYER SELECTS INSPECTOR
8. AT CLOSING, CLOSING ACKNOWLEDGMENT AND RELEASE FORM SIGNED BY BOTH BUYERS

C. GENERAL COMMENTS

- 1 AVOID TECHNICAL VIOLATIONS
 - a. DISCLOSURE STATEMENT OVER 180 DAYS OLD
 - b. PURCHASE CONTRACT SIGNED BY BUYERS BEFORE DISCLOSURE/DISCLAIMER STATEMENT DELIVERED

- c. TO BUYERS, AND CONTRACT NOT RE-CONFIRMED ONLY ONE OF TWO SELLERS OR BUYERS SIGNED DISCLOSURE/DISCLAIMER STATEMENT
- d. SEVERAL ITEMS ON DISCLOSURE/DISCLAIMER STATEMENT LEFT BLANK
- e. USING OBSOLETE DISCLOSURE/DISCLAIMER STATEMENT
- f. USE OF POWER OF ATTORNEY FOR SELLER'S SIGNATURES ON DISCLOSURE/DISCLAIMER STATEMENT
- g. RELIANCE ON POWER OF ATTORNEY, WITHOUT SEEING IT, ON BUYER'S ACCEPTANCE OF DISCLOSURE/DISCLAIMER STATEMENT
- h. COMPLETING DISCLOSURE IN PENCIL
: FAILING TO GET SELLER'S NEW SIGNATURE TO UPDATE DISCLOSURE/DISCLAIMER STATEMENT UPON RE-LISTING OR CHANGE OF CONDITIONS

2. AVOID INAPPROPRIATE USE OF DISCLAIMER

- a. BOTH CONDITIONS MUST BE MET:
 - i. NEVER OCCUPIED PREMISES, AND
 - ii. NOT KNOW OF A DEFECT
- b. PROPERTY OWNED BY TRUST, AND OCCUPIED BY TRUSTEES, DOES NOT ALLOW TRUST TO DISCLAIM ACTUAL KNOWLEDGE HELD BY TRUSTEES

3. REALTOR SHOULD AVOID MAKING ANY REPRESENTATIONS

- a. STATING THERE WERE TWO PREVIOUS INSPECTIONS, IMPLIES THAT BUYERS SHOULD WAIVE OWN INSPECTION
- b. STATING THAT THE BUYER ONLY NEEDS A CHEAP INSPECTION COVERING LESS THAN A WHOLE HOUSE INSPECTION
- c. STATING ANYTHING ABOUT THE CONDITION OF THE HOUSE, E.G., ROOF DOES NOT LEAK
- d. STATING THAT AN INSPECTION REPORT FOR

TERMITES OR WHOLE HOUSE IS ACCEPTABLE EVEN IF IT TAKES MAJOR EXCEPTIONS TO AREAS OF THE HOUSE (GARAGE DUE TO ITEMS STORED THEREIN) OR OPERATING SYTEMS (NOT RUNNING "AC" IN WINTER, OR NOT RUNNING "HEAT" IN SUMMER)

D. COMMON DEFECTS

1. SEWER BACKUPS
2. ROOF LEAKS
3. LOT DRAINAGE PROBLEMS
4. WATER IN AIR CONDITIONING DUCTS
5. TERMITE DAMAGE OR TREATMENT
6. STRUCTURAL DEFECTS
7. INTERACTION BETWEEN DEFECTS

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